



Administration Office
503/645-6433
Fax 503/629-6301

**Board of Directors Regular Meeting
Wednesday, September 11, 2024**

**5:30 pm Work Session
6:00 pm Executive Session
7:00 pm Regular Meeting**

Location: Tualatin Valley Water District, 1850 SW 170th Avenue, Beaverton, OR

AGENDA

1. [Work Session: Equity Strategy](#)
2. Executive Session*
 - A. Legal
 - B. Land
3. Call Regular Meeting to Order
4. Action Resulting from Executive Session
5. Proclamations
 - A. [National Hispanic and Latinx Heritage Month](#)
 - B. [Emergency Preparedness Month](#)
6. Audience Time**
7. Board Time
 - A. Committee Liaisons Updates
8. Consent Agenda***
 - A. [Approve: Minutes of August 14, 2024 Regular Board Meeting](#)
 - B. [Approve: Quarterly Financial Report](#)
 - C. [Approve: Metro 2019 Nature Bond Local Share Project List Amendment to Add Cooper Mountain Land Acquisition](#)
 - D. [Approve: Metro 2019 Nature Bond Local Share Fund Transfer Intergovernmental Agreement between Metro, Washington County and THPRD for Cooper Mountain Acquisition](#)
 - E. [Approve: Intergovernmental Agreement for Right-of-Way Services and Resolution Exercising the Power of Eminent Domain for Beaverton Creek Trail](#)
9. Unfinished Business
 - A. [Information: General Manager's Report](#)
10. New Business
 - A. [Approve: Resolution Establishing Legislative Advocacy Procedures and 2025 Advocacy Priorities](#)
 - B. [Approve: Resolution Naming New Neighborhood Parks](#)
11. Adjourn

***Executive Session:** Executive Sessions are permitted under the authority of ORS 192.660. Copies of the statute are available at the offices of Tualatin Hills Park & Recreation District.

**** Audience Time / Public Testimony:** Testimony is being accepted for this meeting in-person or virtually via MS Teams.

If you wish to testify in-person during the board meeting, please complete and turn in a testimony card at the meeting. Please wait until you are called upon by the board to speak and then proceed to the public testimony table. Testimony will be taken with a 3-minute time limit during the applicable agenda item, or Audience Time.

If you wish to attend the meeting virtually, or testify virtually, please sign up by emailing boardofdirectors@thprd.org or calling 503-645-6433 **by 12 pm the day of the meeting** with your name and email address (and testimony topic if wishing to provide testimony). You will be provided additional instructions and a link to access the meeting. Testimony will be taken with a 3-minute time limit during the applicable agenda item, or Audience Time.

Testimony regarding work session topics will be taken during Audience Time. At the board's discretion, agenda items may not be considered in the order listed. More information and helpful tips on how to provide testimony can be found at the following link: <https://www.thprd.org/district-information/how-to-give-testimony>

*****Consent Agenda:** Testimony regarding an item on the Consent Agenda will be heard under Audience Time. Consent Agenda items will be approved without discussion unless there is a board member request to discuss a particular Consent Agenda item. The issue separately discussed will be voted on separately.

In compliance with the Americans with Disabilities Act (ADA), this material in an alternate format, or special accommodations for the meeting, will be made available by calling 503-645-6433 at least 48 hours prior to the meeting.



MEMORANDUM

DATE: August 28, 2024
TO: Board of Directors
FROM: Doug Menke, General Manager
RE: Information Regarding the September 11, 2024 Board of Directors Meeting

Agenda Item #1 – [Work Session: Equity Strategy](#)

Attached please find a memo announcing that a work session will be held at your meeting regarding the development of a comprehensive, districtwide equity strategy, reflecting the district's commitment to our core values and ongoing equity work.

Agenda Item #5 – Proclamations

A. [National Hispanic and Latinx Heritage Month](#)

Attached please find a proclamation declaring September as National Hispanic and Latinx Heritage Month.

B. [Emergency Preparedness Month](#)

Attached please find a proclamation declaring September as Emergency Preparedness Month.

Agenda Item #8 – Consent Agenda

Attached please find the following consent agenda items for your review and approval:

- A. [Approve: Minutes of August 14, 2024 Regular Board Meeting](#)**
- B. [Approve: Quarterly Financial Report](#)**
- C. [Approve: Metro 2019 Nature Bond Local Share Project List Amendment to Add Cooper Mountain Land Acquisition](#)**
- D. [Approve: Metro 2019 Nature Bond Local Share Fund Transfer Intergovernmental Agreement between Metro, Washington County and THPRD for Cooper Mountain Acquisition](#)**
- E. [Approve: Intergovernmental Agreement for Right-of-Way Services and Resolution Exercising the Power of Eminent Domain for Beaverton Creek Trail](#)**

Agenda Item #9 – Unfinished Business

A. [General Manager's Report](#)

Attached please find the General Manager's Report for the September regular board meeting.

Agenda Item #10 – New Business

A. [Resolution Establishing 2025 Legislative Platform Advocacy Procedures and 2025 Advocacy Priorities](#)

Attached please find a memo presenting suggested updates to the district's state and federal legislative platforms as well as a resolution outlining the procedures for legislative priorities and advocacy efforts.

Action Requested: Board of directors' approval of Resolution No. 2024-16 establishing legislative advocacy procedures and 2025 advocacy priorities.

B. [Resolution Naming New Neighborhood Parks](#)

Attached please find a memo requesting approval of a resolution naming two new neighborhood parks at NW Heckman Lane and SW Pointer Road.

Action Requested: Board of directors' approval of Resolution No. 2024-17, naming two new park sites as Saqsaqa Park and Serenity Park.



MEMORANDUM

DATE: August 28, 2024
TO: Doug Menke, General Manager
FROM: Holly Thompson, Communications Director
RE: **Equity Strategy**

THPRD has initiated the development of a comprehensive, districtwide equity strategy, reflecting the district's commitment to our core values and ongoing equity work. To ensure a holistic approach, staff has assembled an Equity Strategy Team with representatives from the Park Services, Human Resources, Recreation & Aquatics, Sports & Inclusion, and Communications divisions.

This districtwide equity strategy will be a living document, co-created annually by a dedicated team. Our goal is to organize and support both ongoing and upcoming equity initiatives, ensuring they align with the evolving needs of our community. The team will consolidate resources, projects, efforts, and community needs into one adaptable and responsive equity strategy.

The focus areas of this strategy will include programming and events, partnerships, community-led engagement, accessibility, and staff development.

The Equity Strategy Team will convene during the first week of September and continue their work throughout September and October. The goal is to draft a final strategy by the end of October, with plans to roll it out and promote it internally from November through December 2024, in preparation for it to go into effect in January 2025.



TUALATIN HILLS PARK & RECREATION DISTRICT

PROCLAMATION

By the Board of Directors

WHEREAS, each year, Americans observe National Hispanic and Latinx Heritage Month by honoring the culture, heritage, and history of people of Hispanic and Latinx descent; and

WHEREAS, the national observance began in 1968 in recognition of the independence dates of several Latin American countries including Costa Rica, El Salvador, Honduras, Guatemala, Nicaragua, Mexico, Chile, and Belize; and

WHEREAS, historically and presently, the Hispanic and Latinx community has often taken on essential but undervalued labor while also facing discrimination, racism, xenophobic attacks, and systemic barriers; and

WHEREAS, despite these obstacles, the Hispanic and Latinx community has flourished and become invaluable members of THPRD and the city of Beaverton; and

WHEREAS, THPRD honors and values the unique and rich contributions of all community members and strives to create a welcoming and inclusive park and recreation system that is accessible and welcoming to everyone; and

WHEREAS, THPRD is strengthened and made better by the diverse Hispanic and Latinx community residing in our city and engaging with THPRD, including Black, Indigenous, and Afro-Indigenous individuals of Latin American descent; and

WHEREAS, Hispanic and Latinx people have had a profound and positive influence on our community economically, socially, and politically; in the realms of education, business, healthcare, activism, arts, and more; and

WHEREAS, Hispanic and Latinx people continue to make important contributions to the cultural, educational, economic, and political vitality of our community; and

WHEREAS, we commit to supporting Hispanic and Latinx people and to building inclusive and equitable environments all year long.

NOW, THEREFORE, the Board of Directors of the Tualatin Hills Park & Recreation District does hereby declare the month of September 2024 as

National Hispanic and Latinx Heritage Month

And do urge all those in the Tualatin Hills Park & Recreation District to support and promote this observance.

Signed this 11th day of September, 2024.

Barbie Minor, President

Alfredo Moreno, Secretary



TUALATIN HILLS PARK & RECREATION DISTRICT

Proclamación

Por la Junta Directiva

CONSIDERANDO que, cada año, los estadounidenses observan el Mes Nacional de la Herencia Hispana y Latinx honrando la cultura, herencia e historia de las personas de ascendencia Hispana y Latinx; y

CONSIDERANDO que, la observancia nacional comenzó en 1968 en reconocimiento de las fechas de independencia de varios países de América Latina, incluidos Costa Rica, El Salvador, Honduras, Guatemala, Nicaragua, México, Chile y Belice; y

CONSIDERANDO que, históricamente y en la actualidad, la comunidad Hispana y Latinx ha asumido a menudo labores esenciales pero subvaloradas, enfrentando también discriminación, racismo, ataques xenófobos y barreras sistémicas; y

CONSIDERANDO que, a pesar de estos obstáculos, la comunidad Hispana y Latinx ha florecido y se ha convertido en miembros invaluable de THPRD y de la ciudad de Beaverton; y

CONSIDERANDO que, THPRD honra y valora las contribuciones únicas y ricas de todos los miembros de la comunidad y se esfuerza por crear un sistema de parques y recreación acogedor e inclusivo que sea accesible y acogedor para todos; y

CONSIDERANDO que, THPRD se fortalece y mejora gracias a la diversa comunidad Hispana y Latinx que reside en nuestra ciudad y se involucra con THPRD, incluidos los individuos afroamericanos, indígenas y afro indígenas de ascendencia latinoamericana; y

CONSIDERANDO que, las personas Hispanas y Latinx han tenido una influencia profunda y positiva en nuestra comunidad económica, social y políticamente; en los ámbitos de la educación, los negocios, la salud, el activismo, las artes y más; y

CONSIDERANDO que, las personas Hispanas y Latinx continúan haciendo importantes contribuciones a la vitalidad cultural, educativa, económica y política de nuestra comunidad; y

CONSIDERANDO que, nos comprometemos a apoyar a las personas Hispanas y Latinx y a fomentar ambientes inclusivos y equitativos durante todo el año.

POR LO TANTO, la Junta Directiva de Tualatin Hills Park & Recreation District declara el mes de septiembre de 2024 como

Mes Nacional de la Herencia Hispana y Latinx

E insta a todos los miembros de Tualatin Hills Park & Recreation District a apoyar y

promover esta observancia.

Firmado el 11 de septiembre de 2024.

Barbie Minor, Presidenta

Alfredo Moreno, Director Secretario



TUALATIN HILLS PARK & RECREATION DISTRICT

PROCLAMATION

By the Board of Directors

WHEREAS, Emergency Preparedness Month, occurring annually in September, creates an important reminder for people of the importance of preparing our homes, businesses, and communities for a wide range of emergencies including natural, technological, human-caused, and more; and

WHEREAS, planning now – before a disaster – is the best way to improve community recovery and resiliency from disasters; and

WHEREAS, THPRD honors and values our role as a public service provider and community partner and furthermore we are committed to THPRD doing our part to serve the community during emergency events; and

WHEREAS, THPRD prioritizes ensuring that our facilities are safe and resilient and will be able to provide safe sheltering and emergency supply distribution in partnership with our emergency management partners; and

WHEREAS, THPRD is an active partner in countywide emergency management planning and trainings, and THPRD has been recognized by the National Weather Service as a Storm Ready community, and has successfully pursued and been awarded federal grants to strengthen the resiliency of THPRD facilities; and

WHEREAS, THPRD is committed to equitable disaster relief and recovery services and nondiscrimination to all communities in the event of an emergency or disaster; and

WHEREAS, THPRD encourages everyone in the community to plan ahead for disasters.

NOW, THEREFORE, the Board of Directors of the Tualatin Hills Park & Recreation District does hereby declare the month of September 2024 as

Emergency Preparedness Month

And do urge all those in the Tualatin Hills Park & Recreation District to support and promote this observance.

Signed this 11th day of September, 2024.

Barbie Minor, President

Alfredo Moreno, Secretary



Tualatin Hills Park & Recreation District Minutes of a Regular Meeting of the Board of Directors

A Regular Meeting of the Tualatin Hills Park & Recreation District Board of Directors was held on Wednesday, August 14, 2024, at the Tualatin Valley Water District Headquarters, 1850 SW 170th Avenue, Beaverton, Oregon. Executive Session 5:30 pm; Regular Meeting 6:30 pm.

Present:

Barbie Minor	President/Director
Alfredo Moreno	Secretary/Director
Miles Palacios	Secretary Pro-Tempore/Director
Felicita Monteblanco	Director
Tya Ping	Director
Doug Menke	General Manager

Agenda Item #1 – Executive Session (A) Legal (B) Land

President Barbie Minor called executive session to order for the following purposes:

- To conduct deliberations with persons designated by the governing body to negotiate real property transactions; and
- To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Executive Session is held under authority of ORS 192.660(2)(e) and (h).

President Minor noted that the news media and designated staff may attend executive session. Representatives of the news media were directed not to disclose information discussed during executive session. No final action or final decision may be made in executive session.

Agenda Item #2 – Call Regular Meeting to Order

A Regular Meeting of the Tualatin Hills Park & Recreation District Board of Directors was called to order by President Barbie Minor on Wednesday, August 14, 2024, at 6:35 pm.

Agenda Item #3 – Action Resulting from Executive Session

There was no action resulting from Executive Session.

Agenda Item #4 – Audience Time

There was no public testimony during Audience Time.

Agenda Item #5 – Board Time

A. Committee Liaisons Updates

Miles Palacios provided the following updates and comments:

- ✓ Attended recent Parks & Facilities Advisory Committee meetings that have been occurring over the summer months.
- ✓ Attended the grand opening event for La Raíz Park and enjoyed seeing his fellow board members, district staff, local partners and the community coming together to celebrate this beautiful new space.
- ✓ Has begun attending the Metro Policy Advisory Committee meetings and is learning more about the hopes of our Washington County partners and how THPRD can be a good partner with the work Metro is doing.

Felicita Montebalanco provided the following updates and comments:

- ✓ Congratulated district staff on their work in putting together so many great events over the summer, including highlighting the Jenkins Estate at the recent Beaverton Area Chamber of Commerce Coffee Connection.
- ✓ Will provide her fellow board members a written update regarding the activities of the Metro Executive Advisory Committee for the Expo Future.
- ✓ Attended a conference called Local Progress, a national convening of local elected officials who share progressive values, where they discussed how to be more effective and encourage that work. She will share additional information and her high-level notes.

Tya Ping provided the following updates and comments:

- ✓ Also attended the grand opening celebration of La Raíz Park and agrees that it was a wonderful event.
- ✓ The most recent Programs & Events Advisory Committee meeting included discussion around the proposed transition to a Diversity, Equity & Inclusion focus, which was well-received by the committee members.
- ✓ Expressed gratitude for the district's support of the summer free lunch program at Cedar Hills Recreation Center and the longer hours of operation that are offered at that location.

Alfredo Moreno provided the following updates and comments:

- ✓ Also attended the grand opening celebration of La Raíz Park and was impressed with the community's level of engagement and cultural representation.
- ✓ Over the next year, he'll be participating in the American Leadership Forum of Oregon which is a great opportunity that the district is supporting, and he's excited to continue his leadership journey and connect with other leaders about THPRD's work and values.

President Minor provided the following updates and comments:

- ✓ Expressed appreciation to board member Alfredo Moreno for his leadership as the FY23/24 board president and leading the district through the accomplishments of that year, including a successful operating levy.
- ✓ Expressed gratitude to district staff for their hard work in providing so many great summer events for the enjoyment of our community, like Big Truck Day and our summer concerts.

Agenda Item #6 – Consent Agenda

Alfredo Moreno moved that the board of directors approve consent agenda items (A) Minutes of June 12, 2024 Regular Board Meeting, (B) Amendments to System Development Charges Administrative Procedures Guide, (C) Amendments to Audit Committee Charter, (D) Resolution Acknowledging Real Property Transactions for Fiscal Year 2023/2024 and Describing Funding Sources and Purpose, (E) Resolution Appointing Audit Committee Members, (F) Intergovernmental Agreement with Metro for Community Choice Grant Project at Tualatin Hills Nature Park, (G) Arborist Contracts, and (H) Howard M. Terpenning Recreation Complex Pickleball Facility Consultant Contract. Miles Palacios seconded the motion. Roll call proceeded as follows:

Felicita Montebalanco	Yes
Tya Ping	Yes
Miles Palacios	Yes
Alfredo Moreno	Yes
Barbie Minor	Yes

The motion was UNANIMOUSLY APPROVED.

Agenda Item #7 – Unfinished Business

A. General Manager's Report

The following presentations were provided as listed within the General Manager's Report included in the board of directors' information packet:

- Pickleball Programming Update
 - Emily Kent, Sports & Inclusion manager, and Tim Bonnin, Development supervisor, provided a detailed update on the community engagement efforts taking place regarding the proposed pickleball facility at the Howard M. Terpenning Recreation Complex, as well as the current cost estimates and timeline, via a PowerPoint presentation, a copy of which was entered into the record.
- Black & Green Fellowship Program
 - Hanna Döernhofer, community engagement park ranger, Karen Munday, Tualatin Hills Nature Center supervisor, and Durelle Singleton, Beaverton Black Parent Union member, provided an overview of the Tualatin Hills Nature Center's Black & Green Fellowship program offered in partnership with Beaverton Black Parent Union, via a PowerPoint presentation, a copy of which was entered into the record.

Doug and the presenters offered to answer any questions the board may have.

Pickleball Programming Update

Alfredo Moreno asked for additional information around potential sponsorships for this new facility and what that process may look like.

- ✓ General Manager Doug Menke noted that district staff is currently exploring sponsorship strategies, as well as a sizeable grant opportunity from Explore Tualatin Valley in the \$2 million range in recognition of the increased tourism that this facility would encourage. The statistics around usage then enable pursuit of sponsorship opportunities.

Black & Green Fellowship Program

Miles Palacios expressed gratitude to everyone involved in offering this program and described how he wished that a program like this had been available for his family where he grew up, adding that he can clearly see how incredibly impactful this program is in action.

Tya Ping expressed gratitude to those involved in offering this program, and described how when people feel safe, they are able to open themselves up more and grow, and how that can positively influence others in their lives, as well. She fully supports this amazing program and hopes that it prompts development of similar programs.

Felicita Monteblanco commented that this program represents amazing, thoughtful, and intentional work, adding that her favorite place is the Tualatin Hills Nature Park and described how she loves hearing about others enjoying it as well and feeling welcomed there. She inquired about the popularity of the program and whether there are any opportunities to leverage funding.

- ✓ Durelle described how the popularity of the program has increased as more students participate and the word spreads amongst their classmates. Once the program begins and word starts spreading about the welcoming and safe environment, other students begin reaching out to see how they can sign up, too. He noted that there have been repeat participants every year, as well. The program started with around 8-9 participants the first year and is now up to 15 this year.

Alfredo Moreno described how he loves hearing about belonging work and the ripple effects that are created when the students participating go home and share what they've learned with their families, which in turn continues to expand who feels comfortable at the Tualatin Hills Nature Park. He commented that this is beautiful work and that he would love to see something similar offered for other affinity groups, as well.

President Minor shared her firsthand experience in having a child go through this program and wondered what the experience might be if the program could be expanded to other times of the year and the different seasons. She thanked everyone involved in this program and shared the board's emphatic support.

Agenda Item #8 – New Business

A. Equity and Engagement Advisory Committee

Lulú Ballesteros, Equity & Engagement manager, and Emily Kent, Sports & Inclusion manager, provided a detailed overview of a proposal under consideration to transition the existing Programs & Events Advisory Committee to an Equity & Engagement Advisory Committee effective January 2025, via a PowerPoint presentation, a copy of which was entered into the record. Staff met with members of the Programs & Events Advisory Committee recently to begin a discussion about transitioning this committee to focus on giving the district advice and guidance in the areas of community engagement and equity. This would broaden the discussion area for committee members, as the committee would be able to offer advice on all dimensions of equity and engagement and not be limited to focusing exclusively on programs and events. Staff received unanimous feedback from the group that this would be a positive change for both the district and the volunteers serving on the committee. This evening, staff is seeking general direction from the board that they approve of this new approach.

Miles Palacios commented that he is happy to see that the committee members are excited about this transition and loves that there is so much intentionality around expanding the type of feedback we're receiving from the community. He inquired whether this might be a good opportunity for the consideration of having youth committee members.

- ✓ Emily replied that there are currently two high school students already serving on the committee and that they will continue to pursue youth representation.
- ✓ Tya Ping added that the committee members are excited and engaged in this new direction and are already a diverse group in terms of demographics, so this committee was the perfect group for this focus. She hopes that those already serving on the committee are able to stay on as it would be helpful to have some continuity during the transition.

Felicita Monteblanco expressed support for the proposal and asked for additional information regarding the training and educational component for this committee in order to bring out their best selves and challenge them in the best ways.

- ✓ Lulú agreed that consideration needs to be given to how to best prepare the space for this committee with training, committee agreements, goals, and defining terminology.

Alfredo Moreno noted that he is glad to hear that the current committee members are so supportive of the change and asked, from a functionality standpoint, what are the things around events and programs that the committee would no longer be handling.

- ✓ Emily replied that nothing is being eliminated, rather the scope is being expanded.

President Minor commented on the great work already being done by the district in the areas of community engagement, noting that she is looking forward to seeing the ideas that will come up through this group in reflection of the board's values and the expanded effort in ensuring that we're hearing directly from the community, as well as continuing to foster outside partnerships and intentional recruitment efforts. The fact that the proposal came from and was voiced by the committee members as a grassroots effort is a great sign and she is excited to see how it comes to fruition.

Agenda Item #1 – Executive Session (B) Land

President Barbie Minor reconvened executive session to conduct deliberations with persons designated by the governing body to negotiate real property transactions. Executive Session is held under authority of ORS 192.660(2)(e).

Agenda Item #9 – Adjourn

There being no further business, the meeting was adjourned at 8:05 pm.

Barbie Minor, President

Alfredo Moreno, Secretary

Recording Secretary,
Jessica Collins

Tualatin Hills Park & Recreation District
Quarterly Financial Report
July 1, 2023 – June 30, 2024



Prepared for:
Board of Directors

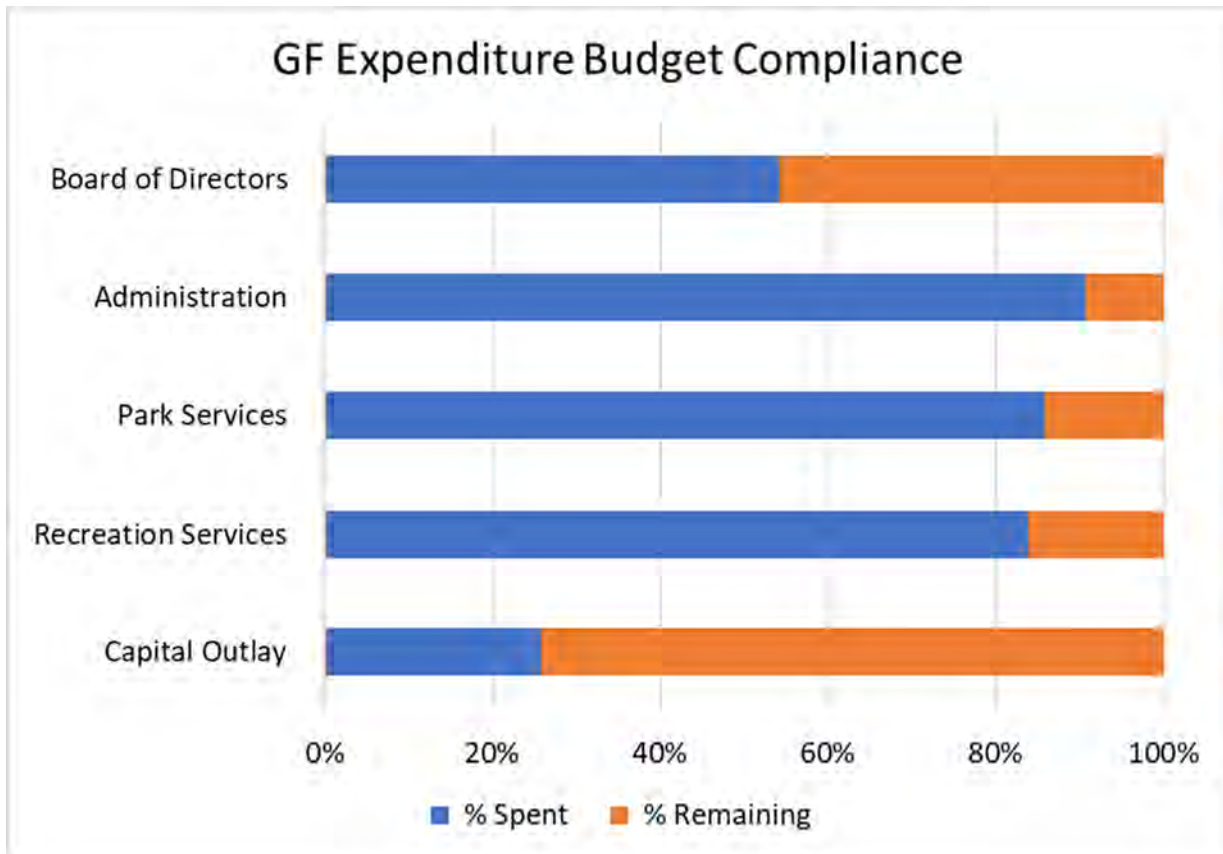
Prepared by:
Jared Isaksen, Finance Director

4th Quarter of FY2023-24

Based on the preliminary results of the year, the district has been conservative in its spending with overall 67% of the budget spent. Excluding capital and contingency/reserves (Operations only) the district has spent 86% of the annual budget. Each of the divisions of the district can under budget in spending for the fiscal year.

This Quarter in the numbers

- Expended 67% of overall budget
 - Recreation Services – 84%
 - Park Services – 86%
 - Administration – 91%
- Received 90% of estimated revenues
 - Recreation Services – 88%
 - Property Taxes – 102%





Tualatin Hills Park & Recreation District

General Fund Financial Summary

April 2024 - June 2024 Prelim

	ACTUAL		BUDGET		
	Current Quarter	Year to Date	Year to Date	% YTD Actual to Budget	Full Fiscal Year
Program Resources:					
Aquatic Centers	\$ 971,499	\$ 3,164,017	\$ 3,986,992	79.4%	\$ 3,986,992
Tennis Center	338,804	1,315,336	1,240,987	106.0%	1,240,987
Recreation Centers	977,083	4,069,914	4,805,749	84.7%	4,805,749
Sports & Inclusion Services	809,370	3,554,851	3,796,314	93.6%	3,796,314
Total Program Resources	3,096,757	12,104,119	13,830,042	87.5%	13,830,042
Other Resources:					
Property Taxes	858,309	39,878,972	39,194,636	101.7%	39,194,636
Interest Income	302,871	1,323,739	150,000	882.5%	150,000
Facility Rentals/Sponsorships	97,821	599,166	540,000	111.0%	540,000
Grants	40,951	790,624	7,296,603	10.8%	7,296,603
Miscellaneous Income	75,485	429,895	565,000	76.1%	513,300
Total Other Resources	1,375,438	43,022,397	47,746,239	90.1%	47,694,539
Total Resources	\$ 4,472,194	\$ 55,126,516	\$ 61,576,281	89.5%	\$ 61,524,581
Program Expenditures:					
Recreation Administration	460,660	1,583,235	1,360,936	116.3%	1,360,936
Aquatic Centers	1,750,190	6,302,589	7,731,429	81.5%	7,731,429
Tennis Center	329,300	1,270,540	1,318,854	96.3%	1,318,854
Recreation Centers	2,537,515	9,602,125	11,634,130	82.5%	11,634,130
Sports & Inclusion Services	1,549,503	6,058,504	7,573,987	80.0%	7,573,987
Total Program Related Expenditures	6,627,167	24,816,992	29,619,336	83.8%	29,619,336
General Government Expenditures:					
Board of Directors	73,035	254,864	470,393	54.2%	470,393
Administration	3,499,152	13,032,146	14,374,676	90.7%	14,374,676
Park Services	3,486,917	14,047,893	16,366,624	85.8%	16,366,624
Capital Outlay	954,270	3,367,195	13,038,873	25.8%	13,038,873
Contingency/Capital Replacement Reserve/Transfer Out	-	-	10,654,273	0.0%	9,154,679
Total Other Expenditures:	8,013,374	30,702,098	54,904,839	55.9%	53,405,245
Total Expenditures	\$ 14,640,540	\$ 55,519,089	\$ 84,524,175	65.7%	\$ 83,024,581
Revenues over (under) Expenditures	\$ (10,168,346)	\$ (392,574)	\$ (22,947,894)	1.7%	\$ (21,500,000)
Beginning Cash on Hand	-	29,650,722	21,500,000	137.9%	21,500,000
Ending Cash on Hand	\$ -	\$ 29,258,148	\$ (1,447,894)	137.9%	\$ -

4th Quarter Grant Update

FY24 - Q4 (April 1 - June 30)

Date generated:

7/18/2024

Funder Project Name	Grant Awards to June 30	Revenue in Adopted FY24 Budget	Grant Revenue Received to June 30	Estimated Total FY 23/24	NOTES:
Completed Projects					
Operational Projects					
Autzen Foundation (THPF Applied) <i>Splash for Life</i>	\$ 11,500	\$ -	\$ 11,500	\$ 11,500	Project completed, grant closed out in October 2023.
Jackson Foundation (THPF Applied) <i>Splash for Life</i>	2,500	-	2,500	2,500	Project completed, grant closed out in October 2023.
Juan Young Trust (THPF Applied) <i>Art in the Park</i>	15,000	-	15,000	15,000	Project completed, grant closed out in October 2023.
Marie Lamfrom Charitable Foundation (THPF Applied) <i>Splash for Life</i>	22,500	-	22,500	22,500	Project completed, grant closed out in February 2024.
Metro -Nature in Neighborhoods <i>Nature Experiences and Workforce Training (NEWT)</i>	90,795	-	90,795	90,795	Project completed, grant closed out in December 2023.
Multonmah Athletic Foundation (THPF Applied) <i>Splash for Life</i>	5,000	-	5,000	5,000	Project completed, grant closed out.
USA Swimming Foundation <i>Adult Learn to Swim</i>	4,000	-	4,000	4,000	Budgeted and completed in FY23 - payment received July 2023. Grant closed out.
Oregon Department of Education, Youth Development - Future Ready <i>Diversify and Nature Experiences and Workforce Training (NEWT) Programs</i>	150,000	-	46,285	46,285	Budgeted and completed in FY23 - payment received Sept 2023. Grant closed out.
Nike Community Impact Fund (THPF Applied) <i>Splash for Life</i>	10,000	-	10,000	10,000	Project completed, grant to close out after submission of final report due May 2024.
Subtotal Completed Operational Projects	\$ 311,295	\$ -	\$ 207,580	\$ 207,580	
Capital Projects					
Portland General Electric Drive Change Fund <i>Electric Vehicles (2)</i>	\$ 126,378	\$ 126,378	\$ 126,378	\$ 126,378	Project completed, grant closed out in October 2023.
Oregon Parks & Recreation Department, Preserving Oregon <i>John Quincy Adams House</i>	17,310	-	15,675	15,675	Shown in mid-year FY24 budget. Project completed, grant closed out in November 2023.
Clean Water Services <i>Raleigh Park Stream Enhancements</i>	70,000	-	20,000	20,000	Final reimbursement request made March 2023 - payment received Sept. 2023. Grant closed out.
Oregon Parks and Recreation Department, Local Government Grant Program <i>La Raiz - Engineering and Construction (SDC Baker Loop)</i>	750,000	750,000	750,000	750,000	
Subtotal Completed Capital Projects	\$ 963,688	\$ 876,378	\$ 912,053	\$ 912,053	
Ongoing Projects					
Operational Projects					
National Recreation and Park Association <i>THRIVE @ Garden Home Chehalem Site</i>	\$ 50,000	\$ 50,000	\$ 18,300	\$ 18,300	Shown in mid-year FY24 budget.
Oregon Department of Education, Youth Development - Youth Solutions <i>Diverse Youth Experiences in Parks and Recreation</i>	91,926	-	19,313	19,313	IGA executed February 2024.
Tualatin Soil & Water Conservation District <i>2024-2026 Nature Experiences and Workforce Training (NEWT)</i>	20,000	-	-	10,000	IGA executed December 2023.
Subtotal Ongoing Operational Projects	\$ 161,926	\$ 50,000	\$ 37,613	\$ 47,613	
Capital Projects					
Tualatin Soil & Water Conservation District <i>Raleigh Park Stream Enhancements</i>	\$ 98,423	\$ 98,423	\$ -	\$ -	
Metro - Local Share <i>Willow Creek Greenway Boardwalk Replacement</i>	1,713,500	1,713,500	-	127,002	
Metro - Local Share <i>Heckman Lane Park & Trail</i>	3,641,867	3,641,867	73,542	73,542	Invoiced through June - funds not yet received
Metro - Local Share <i>Accessible Play Structures</i>	942,512	942,512	-	-	FY24 Budget shows \$1,048,261 however IGA shows \$942,512.
Oregon Parks & Recreation Department. Land and Water Conservation Fund <i>Abbey Creek Park Phase II</i>	617,000	-	-	-	Shown in mid-year FY24 budget. Awarded but waiting for IGA to be executed.
State of Oregon Lottery Proceeds	2,145,358	2,145,358	-	-	

Funder Project Name	Grant Awards to June 30	Revenue in Adopted FY24 Budget	Grant Revenue Received to June 30	Estimated Total FY 23/24	NOTES:
<i>Fanno Creek Regional Trail Improvements</i>					
Oregon Parks & Recreation Department, Local Government Grant Program <i>Vine Maple Trail</i>	72,000	-	-	-	Shown in mid-year FY24 budget. IGA executed in January 2024.
Major Streets Transportation Improvement Program Opportunity Fund <i>Westside Trail Bridge - Design & Engineering</i>	600,000	600,000	-	-	
Metro - Local Share <i>Westside Trail Bridge - Design & Engineering</i>	1,913,528	1,913,528	-	-	
Subtotal Ongoing Capital Projects	\$ 11,744,188	\$ 11,055,188	\$ 73,542	\$ 200,544	
Federally Funded Grants					
Capital Projects					
Washington County - American Rescue Plan Act <i>Permanent Public Restrooms</i>	\$ 1,400,000	\$ 1,308,098	\$ 57,104	\$ 1,128,176	Project to return \$271,824.45.
Oregon Department of Administrative Services - American Rescue Plan Act <i>Permanent Public Restrooms</i>	500,000	487,224	-	487,224	Project to return \$21,227.75.
US Department of Housing and Urban Development, Economic Development Initiative, Congressional Community Project <i>Community Shelters and Emergency Operations</i>	946,956	-	-	-	Received notice of award in March 2024. Waiting for IGA to be executed.
Subtotal Federally Funded Capital Projects	\$ 2,846,956	\$ 1,795,322	\$ 57,104	\$ 1,615,400	
Grant Projects with a District Match					
Metro - Regional Flexible Funds <i>Beaverton Creek Trail-Crescent Connection</i>	\$ 800,000	\$ -	\$ -	\$ -	Grant passed on to ODOT for project, District to provide match.
Metro - Regional Flexible Funds <i>Beaverton Creek Trail Construction</i>	2,055,647	-	-	-	Grant passed on to ODOT for project, District to provide match.
Oregon Department of Transportation, Oregon Community Paths <i>WST 14-18 Preferred Alignment</i>	572,447	-	-	-	Grant passed on to ODOT for project, District to provide match.
Metro - Regional Flexible Funds <i>Beaverton Creek Trail-WST to Hocken</i>	3,693,212	-	-	-	Grant passed on to ODOT for project, District to provide match.
Subtotal Grant Projects with a District Match	\$ 7,121,306	\$ -	\$ -	\$ -	
TOTAL GRANTS	\$ 23,149,359	\$ 13,776,888	\$ 1,287,892	\$ 2,983,189	

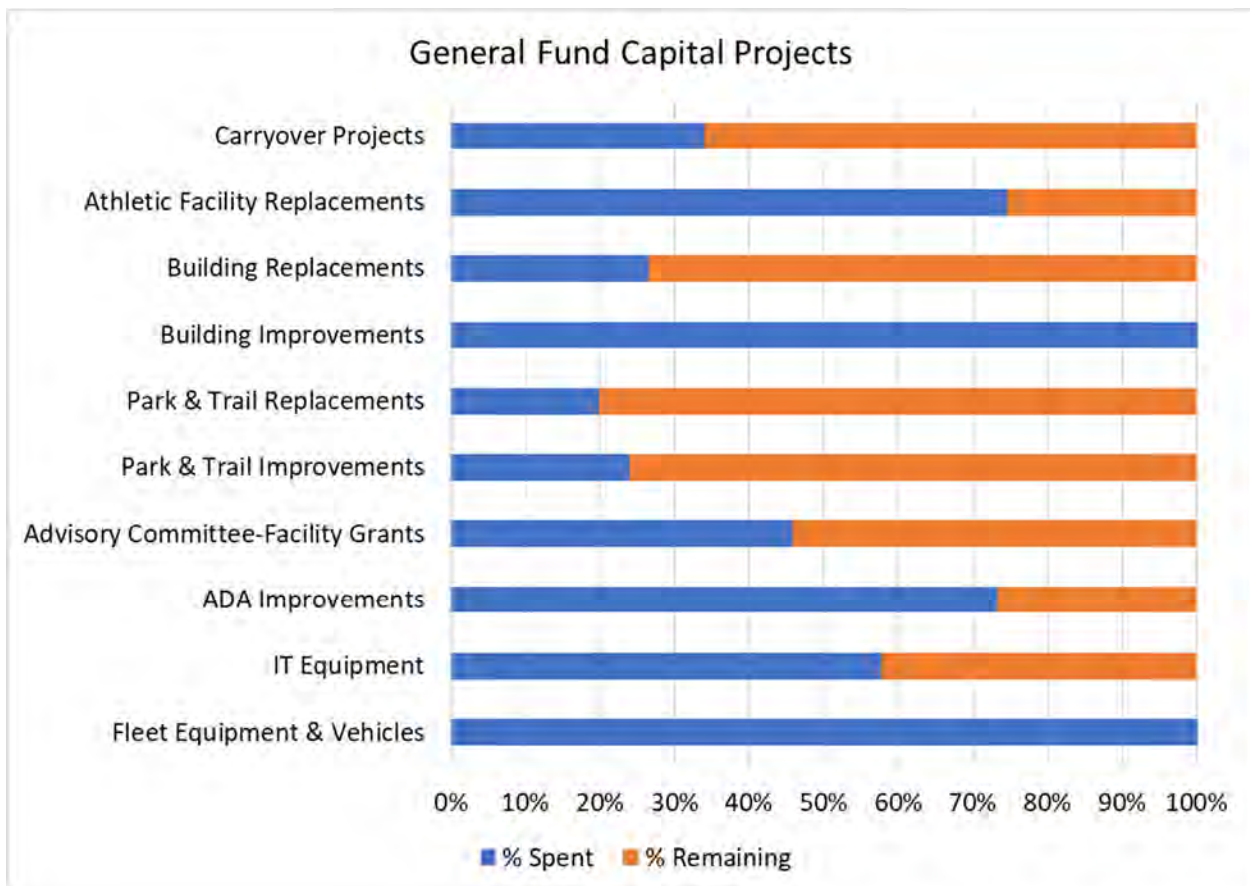
Staff in the Numbers for the 4th Quarter

Full-Time Staff	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Positions filled	195	199	201	199
Positions budgeted	207	207	207	207
Vacancy rate	6%	4%	3%	4%
Positions hired	8	8	3	10
Internal hires:				
Previous full-time	2	3	1	1
Previous part-time	1	1	0	6
Previous temp.	1	0	0	0
Active recruitments @ end of quarter	4	1	6	7

**WE'RE
HIRING!**

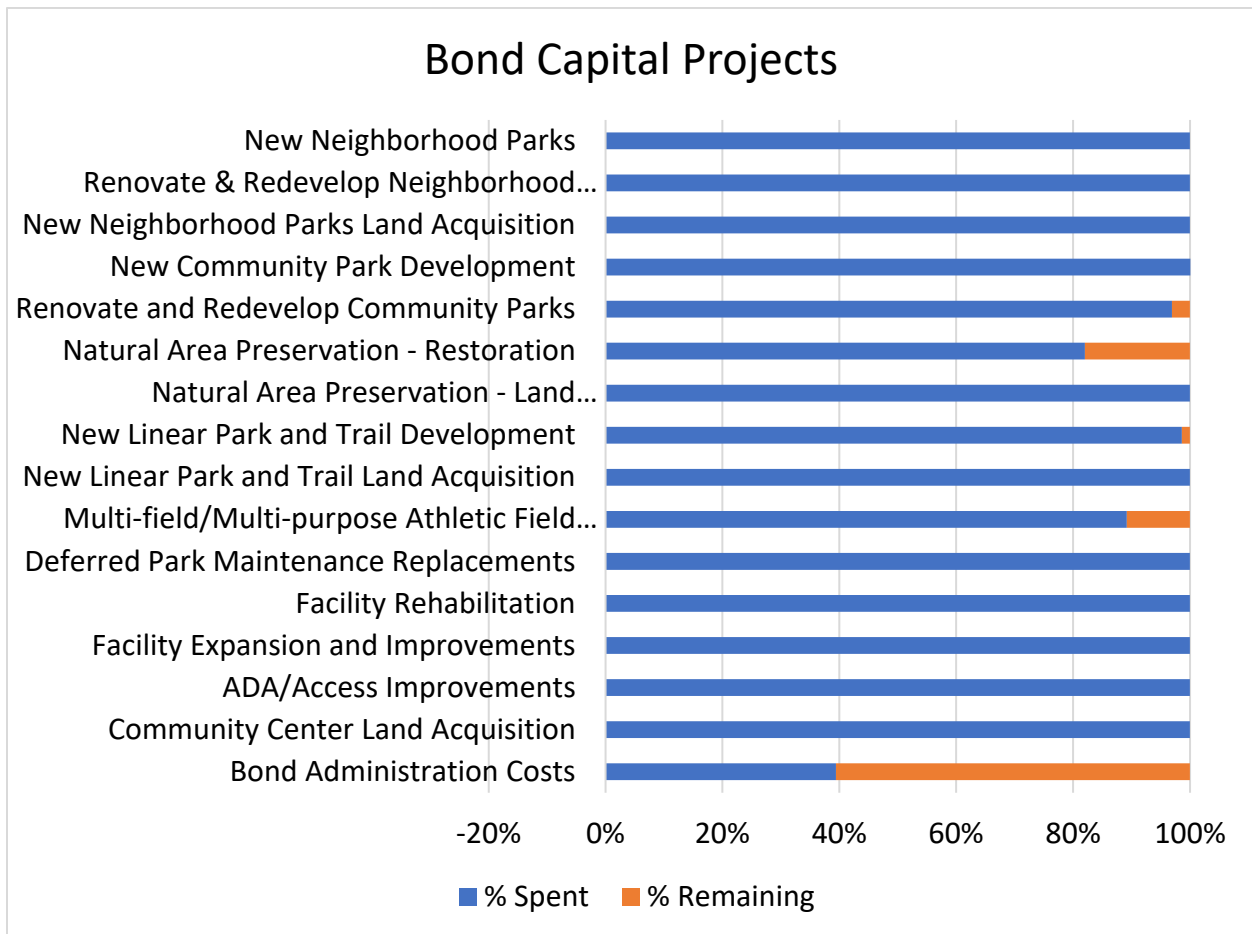
Quarterly General Fund Capital Report

- Tyler Enterprise (financial software replacement) project continues to progress on schedule for the current phase of the project. The final module is scheduled to go live December 2, 2024.
- We have completed the purchase of vehicles and equipment for the year
- Projects completed:
 - La Raiz neighborhood park at Lombard and Baker
 - ADA Facility and Park Access Improvements
 - Garden Home Rec Center roof replacement
 - Fanno Creek Service Center roof repair
 - Fanno Creek Service Center lighting replacement
 - Resurfacing tennis courts
- Work is underway for:
 - Permanent restroom project
 - Fanno Creek Trail improvements

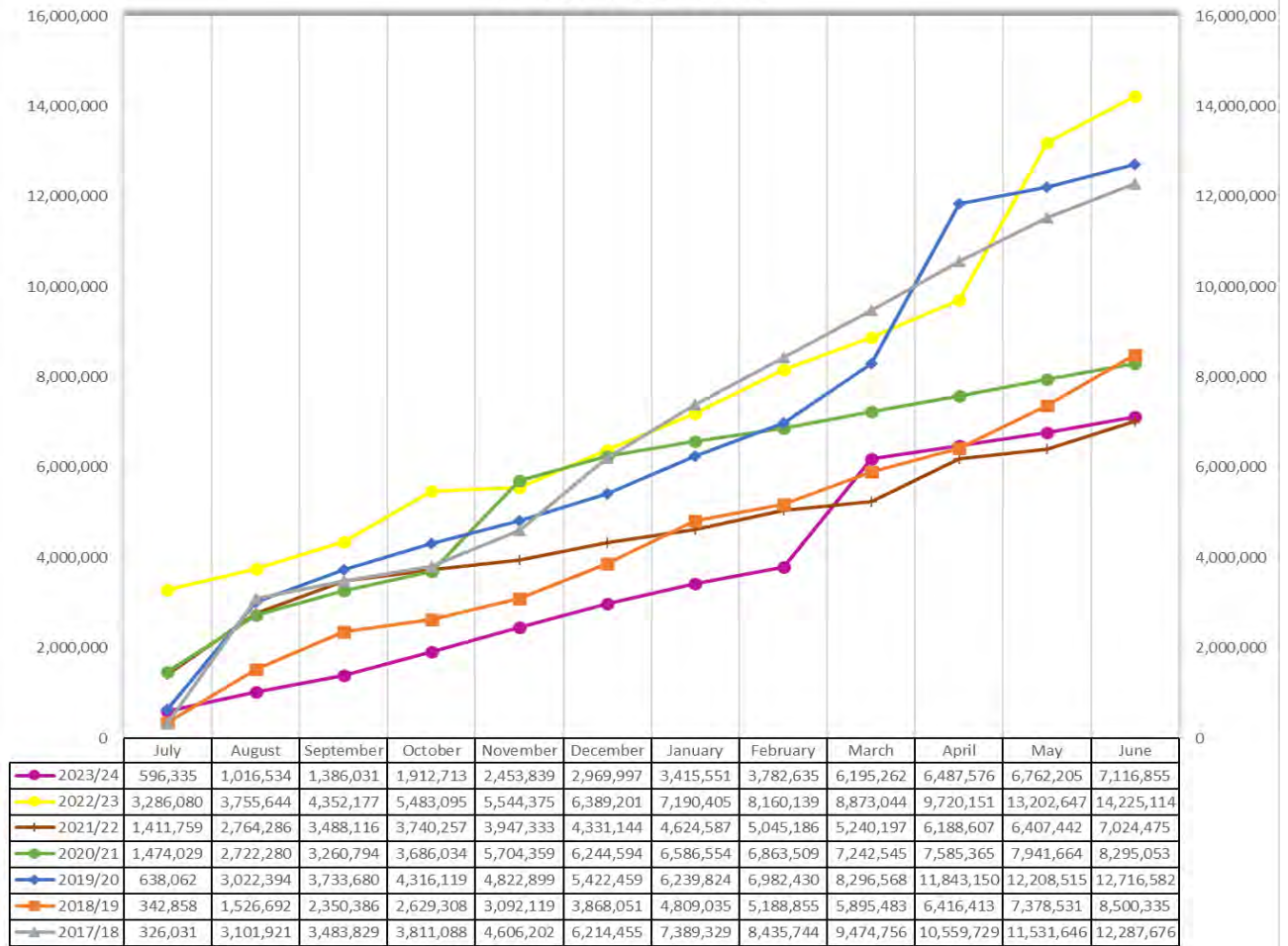


Quarterly Bond Capital Fund Report

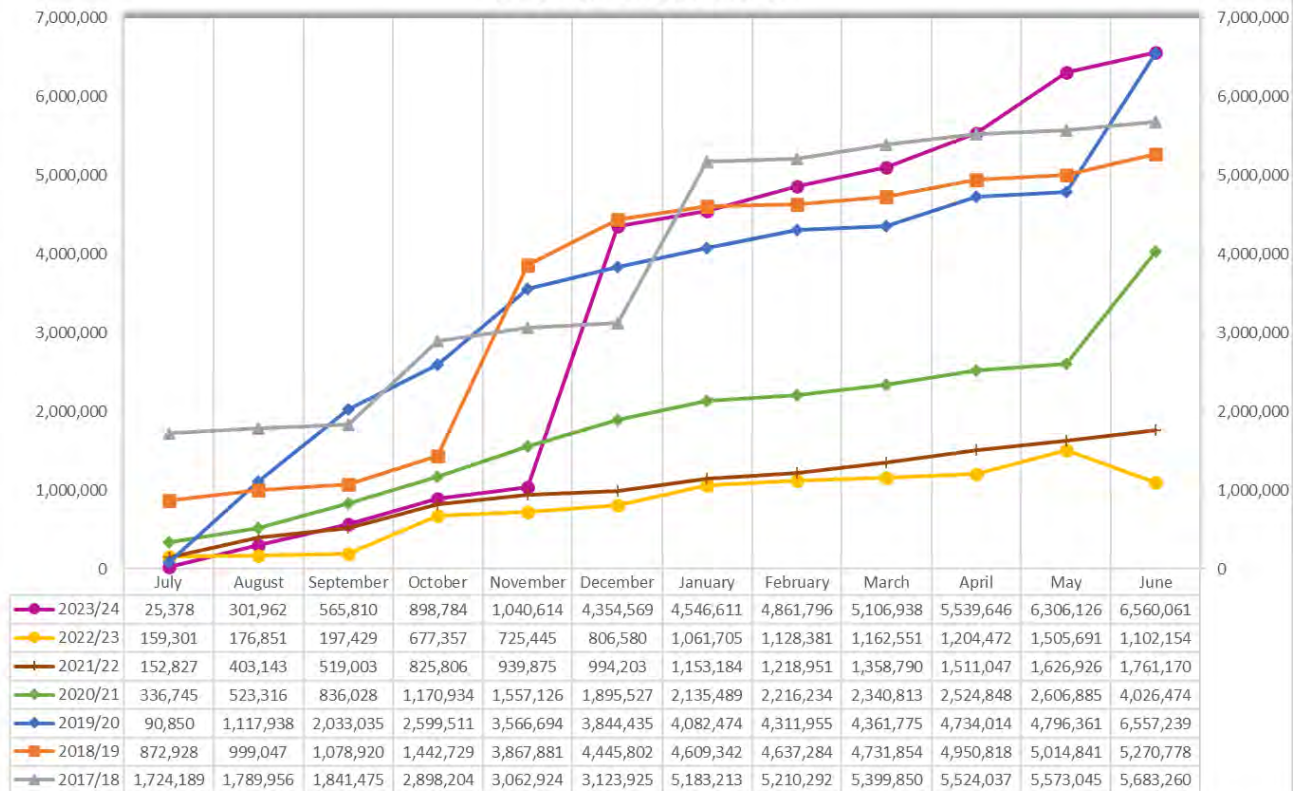
- Remaining amounts (expressed in \$ thousands):
 - Renovate and Redevelop Community Parks - \$326k
 - Natural Area Preservation – Restoration - \$675k
 - New Linear Park & Trail Development - \$54k
 - Multi-field/Multi-purpose Athletic Field Dev. - \$460k
 - Bond Administration Costs - \$449k



SDC NET RECEIPTS



SDC EXPENDITURES



Accounts Payable
Checks > \$10,000
Summary by Check Number
April 2024 - June 2024

<u>Check #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
319996	100191	KAISER FOUNDATION HEALTH PLAN	4/1/2024	\$ 249,916.10
319998	100284	UNUM LIFE INSURANCE COMPANY OF AMERICA	4/1/2024	\$ 12,638.99
319997	100509	MODA HEALTH PLAN INC	4/1/2024	\$ 28,116.65
4/1/2024 Total				\$ 290,671.74
320026	100212	NORTHWEST PLAYGROUND EQUIPMENT INC	4/3/2024	\$ 11,359.00
320017	100627	CHRISTOPHER JABLONSKI	4/3/2024	\$ 12,225.00
4/3/2024 Total				\$ 23,584.00
208	100211	NORTHWEST NATURAL GAS COMPANY	4/5/2024	\$ 40,860.13
211	100235	PORTLAND GENERAL ELECTRIC	4/5/2024	\$ 35,142.96
320043	100285	US BANK FBO: THPRD RETIREMENT PLAN	4/5/2024	\$ 13,881.10
202	100292	ENVIRONMENTAL SCIENCE ASSOCIATES CORP	4/5/2024	\$ 11,942.81
214	100316	SIGNATURE GRAPHICS	4/5/2024	\$ 21,576.00
207	100355	LOVETT INC	4/5/2024	\$ 39,757.56
4/5/2024 Total				\$ 163,160.56
223	100578	MISSIONSQUARE RETIREMENT	4/9/2024	\$ 28,398.85
224	100578	MISSIONSQUARE RETIREMENT	4/9/2024	\$ 30,296.25
4/9/2024 Total				\$ 58,695.10
320046	100125	CITY OF BEAVERTON	4/10/2024	\$ 17,176.54
320062	100632	LEE CONTRACTORS LLC	4/10/2024	\$ 43,225.00
4/10/2024 Total				\$ 60,401.54
231	100198	LITHTEX INC	4/12/2024	\$ 43,891.23
232	100206	MUSCO CORPORATION	4/12/2024	\$ 18,300.00
233	100211	NORTHWEST NATURAL GAS COMPANY	4/12/2024	\$ 11,074.31
236	100235	PORTLAND GENERAL ELECTRIC	4/12/2024	\$ 11,753.13
234	100467	PAUL BROTHERS INC	4/12/2024	\$ 353,618.50
238	100520	SHI INTERNATIONAL CORPORATION	4/12/2024	\$ 46,336.50
4/12/2024 Total				\$ 484,973.67
320106	100528	ROSS D FILLEY	4/17/2024	\$ 12,750.00
320084	101144	FIELDWORK DESIGN INC	4/17/2024	\$ 19,338.78
4/17/2024 Total				\$ 32,088.78
320110	100285	US BANK FBO: THPRD RETIREMENT PLAN	4/18/2024	\$ 11,957.77
4/18/2024 Total				\$ 11,957.77
258	100316	SIGNATURE GRAPHICS	4/19/2024	\$ 13,775.00
4/19/2024 Total				\$ 13,775.00

Accounts Payable
Checks > \$10,000
Summary by Check Number
April 2024 - June 2024

<u>Check #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
265	100578	MISSIONSQUARE RETIREMENT	4/22/2024	\$ 29,423.59
266	100578	MISSIONSQUARE RETIREMENT	4/22/2024	\$ 30,431.84
			4/22/2024 Tot:	\$ 59,855.43
271	100347	NW OFFICE INTERIORS INC	4/26/2024	\$ 23,488.12
			4/26/2024 Tot:	\$ 23,488.12
320168	100191	KAISER FOUNDATION HEALTH PLAN	5/1/2024	\$ 249,246.97
320170	100284	UNUM LIFE INSURANCE COMPANY OF AMERICA	5/1/2024	\$ 12,633.53
320169	100509	MODA HEALTH PLAN INC	5/1/2024	\$ 28,714.15
			5/1/2024 Total	\$ 290,594.65
293	100211	NORTHWEST NATURAL GAS COMPANY	5/3/2024	\$ 28,513.77
296	100235	PORTLAND GENERAL ELECTRIC	5/3/2024	\$ 50,254.32
320176	100285	US BANK FBO: THPRD RETIREMENT PLAN	5/3/2024	\$ 11,945.44
290	100417	3J CONSULTING INC	5/3/2024	\$ 13,525.92
292	100541	HYDRO CLEAN ENVIRONMENTAL LLC	5/3/2024	\$ 12,000.00
			5/3/2024 Total	\$ 116,239.45
329	100578	MISSIONSQUARE RETIREMENT	5/7/2024	\$ 35,632.63
330	100578	MISSIONSQUARE RETIREMENT	5/7/2024	\$ 30,934.04
			5/7/2024 Total	\$ 66,566.67
339	100198	LITHTEX INC	5/8/2024	\$ 16,595.73
342	100211	NORTHWEST NATURAL GAS COMPANY	5/8/2024	\$ 13,189.87
344	100235	PORTLAND GENERAL ELECTRIC	5/8/2024	\$ 28,224.14
337	100292	ENVIRONMENTAL SCIENCE ASSOCIATES CORP	5/8/2024	\$ 13,284.89
333	100492	AKS ENGINEERING & FORESTRY LLC	5/8/2024	\$ 45,654.70
320207	100632	LEE CONTRACTORS LLC	5/8/2024	\$ 26,903.36
320200	101512	ROBERT J HOFFMAN JR	5/8/2024	\$ 11,700.00
320232	100841	STARK STREET	5/8/2024	\$ 14,351.49
			5/8/2024 Total	\$ 169,904.18
320261	100235	PORTLAND GENERAL ELECTRIC	5/15/2024	\$ 67,715.79
320244	100604	THE F.A. BARTLETT TREE EXPERT COMPANY	5/15/2024	\$ 20,880.00
			5/15/2024 Tot:	\$ 88,595.79
320269	100285	US BANK FBO: THPRD RETIREMENT PLAN	5/16/2024	\$ 12,016.21
320265	100314	DANEAL CONSTRUCTION INC	5/16/2024	\$ 117,317.45
320266	100711	TOM STEVENS BOILER REPAIR INC	5/16/2024	\$ 101,650.00
			5/16/2024 Tot:	\$ 230,983.66

Accounts Payable
Checks > \$10,000
Summary by Check Number
April 2024 - June 2024

<u>Check #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
354	100467	PAUL BROTHERS INC	5/17/2024	\$ 87,740.19
			5/17/2024 Tot:	\$ 87,740.19
365	100578	MISSIONSQUARE RETIREMENT	5/20/2024	\$ 24,298.20
366	100578	MISSIONSQUARE RETIREMENT	5/20/2024	\$ 29,761.72
			5/20/2024 Tot:	\$ 54,059.92
320292	100235	PORTLAND GENERAL ELECTRIC	5/22/2024	\$ 18,461.85
320277	101144	FIELDWORK DESIGN INC	5/22/2024	\$ 19,274.89
			5/22/2024 Tot:	\$ 37,736.74
377	100211	NORTHWEST NATURAL GAS COMPANY	5/24/2024	\$ 17,171.04
378	100235	PORTLAND GENERAL ELECTRIC	5/24/2024	\$ 42,106.10
			5/24/2024 Tot:	\$ 59,277.14
386	100235	PORTLAND GENERAL ELECTRIC	5/29/2024	\$ 14,056.48
383	100492	AKS ENGINEERING & FORESTRY LLC	5/29/2024	\$ 36,935.45
320306	100300	TURF STAR WESTERN	5/29/2024	\$ 155,553.31
			5/29/2024 Tot:	\$ 206,545.24
320309	100285	US BANK FBO: THPRD RETIREMENT PLAN	5/30/2024	\$ 11,840.29
			5/30/2024 Tot:	\$ 11,840.29
320310	100191	KAISER FOUNDATION HEALTH PLAN	6/3/2024	\$ 243,629.56
396	100276	THPRD - EMPLOYEE ASSOCIATION / OSEA #400	6/3/2024	\$ 13,851.51
320312	100284	UNUM LIFE INSURANCE COMPANY OF AMERICA	6/3/2024	\$ 12,341.99
320311	100509	MODA HEALTH PLAN INC	6/3/2024	\$ 27,620.82
394	100578	MISSIONSQUARE RETIREMENT	6/3/2024	\$ 24,484.27
395	100578	MISSIONSQUARE RETIREMENT	6/3/2024	\$ 29,511.21
			6/3/2024 Total	\$ 351,439.36
320342	100212	NORTHWEST PLAYGROUND EQUIPMENT INC	6/5/2024	\$ 23,403.96
320329	100612	JAMES T SOLOMON	6/5/2024	\$ 28,428.58
320356	101257	TENTCRAFT LLC	6/5/2024	\$ 17,388.57
320359	101262	WEST/MEYER INC	6/5/2024	\$ 16,860.00
			6/5/2024 Total	\$ 86,081.11
406	100211	NORTHWEST NATURAL GAS COMPANY	6/7/2024	\$ 18,544.98
408	100235	PORTLAND GENERAL ELECTRIC	6/7/2024	\$ 19,849.94
400	100292	ENVIRONMENTAL SCIENCE ASSOCIATES CORP	6/7/2024	\$ 13,207.69
398	100492	AKS ENGINEERING & FORESTRY LLC	6/7/2024	\$ 11,078.80
401	100533	F & F FARM AND REFORESTATION LLC	6/7/2024	\$ 22,050.00
			6/7/2024 Total	\$ 84,731.41

Accounts Payable
Checks > \$10,000
Summary by Check Number
April 2024 - June 2024

<u>Check #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
320412	100285	US BANK FBO: THPRD RETIREMENT PLAN	6/13/2024	\$ 11,958.67
6/13/2024 Tot:				\$ 11,958.67
427	100565	TMG SERVICES INC	6/14/2024	\$ 31,798.27
6/14/2024 Tot:				\$ 31,798.27
434	100578	MISSIONSQUARE RETIREMENT	6/17/2024	\$ 25,383.17
435	100578	MISSIONSQUARE RETIREMENT	6/17/2024	\$ 29,908.09
6/17/2024 Tot:				\$ 55,291.26
320422	101144	FIELDWORK DESIGN INC	6/18/2024	\$ 21,600.00
320413	101610	FEDERICO AGUILAR AGUILAR	6/18/2024	\$ 10,700.00
6/18/2024 Tot:				\$ 32,300.00
320463	101204	SUMMIT RWP INC	6/26/2024	\$ 29,873.49
320451	101187	LIGHTWORKS ELECTRIC COMPANY	6/26/2024	\$ 10,800.00
6/26/2024 Tot:				\$ 40,673.49
320470	100285	US BANK FBO: THPRD RETIREMENT PLAN	6/27/2024	\$ 12,034.50
6/27/2024 Tot:				\$ 12,034.50
449	100235	PORTLAND GENERAL ELECTRIC	6/28/2024	\$ 39,809.12
6/28/2024 Tot:				\$ 39,809.12
Grand Total				\$ 3,388,852.82



MEMORANDUM

DATE: August 21, 2024
TO: Doug Menke, General Manager
FROM: Aisha Panas, Deputy General Manager
RE: **Metro 2019 Nature Bond Local Share Project List Amendment to Add Cooper Mountain Land Acquisition**

Introduction

Staff are seeking board of directors' approval of Resolution No. 2024-14 (Attachment 1), amending THPRD's approved Oregon Metro 2019 Nature Bond Local Share program project list to include the Cooper Mountain Nature Park Expansion project, authorizing staff to submit a Local Share program funding application. Additionally, staff seek authorization for the general manager or designee to execute a future amendment to THPRD's existing Local Share intergovernmental agreement (IGA) to fund land acquisition expanding the Cooper Mountain Nature Park.

Background

In November of 2019, voters within the Portland Metro area approved a \$475 million Parks and Nature bond – Measure No. 26-203 – (the “bond”) funding six programs designed to protect clean water, restore fish and wildlife habitat, and create opportunities to connect people with nature close to home. The bond allocated \$92 million to create a program to “support local projects” (Local Share) of the region’s 27 eligible park providers. Of that \$92 million, \$8,628,870 was allocated to qualified THPRD projects and \$3,256,965 was allocated to qualified Washington County projects.

Prior to applying for Local Share funding, the governing body of each local park provider was required to approve a list of desired Local Share projects. At the April 14, 2020, THPRD Board of Directors meeting, the board reviewed and expressed support for an initial list of eight projects identified by staff for Local Share funding and on September 8, 2021 the board approved a project list containing four projects for THPRD's Local Share funding, including:

- NW 159th Ave & Heckman Lane New Neighborhood Park and Community Trail (Heckman Lane Park and Trail)
- Willow Creek Greenway Boardwalk Replacement
- Accessible Play Structure Redevelopment at Bonny Slope and Rock Creek parks (Accessible Play Structures)
- Commonwealth Lake Park Bridge and Weir Replacement (Commonwealth Bridge and Weir Replacement)

Since THPRD's project list was approved, staff have worked internally and in partnership with Metro staff to submit the Heckman Lane Park and Trail, Willow Creek Greenway Boardwalk Replacement, and Accessible Play Structures projects. In April 2022, Metro staff recommended these project applications for funding. In June 2022, the board of directors approved THPRD entering into an IGA with Metro funding the three approved Local Share projects. This IGA was later executed by Metro on July 22, 2022.

In April 2024, THPRD staff submitted its fourth project, Commonwealth Bridge and Weir Replacement, for funding. In May 2024, Metro staff recommended the project for funding. In June 2024, the board of directors approved staff executing an amendment to its existing Local Share IGA to fund the Commonwealth Bridge and Weir Replacement project. With this decision, THPRD successfully gained approval for all four projects on its Local Share project list.

In planning for the future Cooper Mountain community annexing into the City of Beaverton and THPRD, several jurisdictional partners including Washington County and Metro began discussing opportunities to expand the Cooper Mountain Nature Park (Nature Park) to preserve unique and sensitive habitat adjacent to the Nature Park.

In November 2023, the Washington County Board of Commissioners directed County staff to contribute \$1,000,000 of the County's Local Share allocation to THPRD for land acquisition of to-be-determined property or properties expanding the Nature Park and authorized the County Administrator to enter into an IGA between Washington County, Metro, and THPRD.

Throughout winter 2023, and spring 2024, THPRD, Washington County, and Metro staff worked to develop an IGA to facilitate the transfer of \$1,000,000 from Washington County's Local Share allocation to THPRD's Local Share allocation. At THPRD's September 2024 board meeting, staff will request board of directors' consideration of approval of this IGA.

According to the 2019 Parks & Nature Bond legislation, to access Local Share funds to purchase land expanding the Nature Park from either THPRD's existing Local Share allocation or – if approved – the portion of Washington County's Local Share allocation that would be transferred via the Washington County-THPRD-Metro IGA, THPRD must amend its jurisdictional project list to include the Cooper Mountain Nature Park Expansion project. Amending THPRD's jurisdictional project list to include the Cooper Mountain Nature Park Expansion project authorizes THPRD staff to submit a funding application for future Nature Park expansion land acquisition opportunities on to-be-determined property or properties. Metro approval of this funding application is required to amend THPRD's associated Local Share IGA, formally allocating Local Share funding to the project.

Proposal Request

Staff are seeking board of directors' approval of Resolution No. 2024-14 (Attachment 1), amending THPRD's existing Oregon Metro 2019 Parks & Nature Bond Local Share program project list, authorizing staff to submit a Local Share program funding application for the Cooper Mountain Nature Park Expansion project. Additionally, staff are seeking board of directors' authorization for the general manager or designee to execute an amendment to THPRD's associated Local Share IGA to fund the Cooper Mountain Nature Park Expansion project. The resolution was reviewed and approved by THPRD's legal counsel.

Outcomes of Proposal

THPRD staff will submit a funding application for the Cooper Mountain Nature Park Expansion project to Metro Local Share program staff for review. If the Washington County-THPRD-Metro IGA is executed, this project will utilize the \$1,000,000 of Washington County's Local Share allocation transferred to THPRD's Local Share funding for the Cooper Mountain Nature Park Expansion project, thereby eliminating the need to use the district's General Fund and reducing the need to use the district's System Development Charges (SDC) fund for this project.

If THPRD's funding application is approved by Metro, THPRD will work with Metro staff to execute an IGA amendment funding the Cooper Mountain Nature Park Expansion project.

Executing this IGA amendment will allow THPRD to be reimbursed for the future acquisition of to-be-determined property or properties expanding the Nature Park.

In addition to monetary benefits, the Cooper Mountain Nature Park Expansion project will preserve and protect unique riparian and upland habitat identified within the City of Beaverton's Cooper Mountain Community Plan's resource overlay and Metro's 2019 Natural Areas Bond Cooper Mountain Target Area Ecological Assessment. Finally, this project is beneficial because it aligns with and seeks to address goal areas and actions from the 2020 Vision Action Plan (VAP) and goals and objectives from the 2023 Comprehensive Plan (comp plan).

Public Engagement

This project has been prioritized through the district's SDC project list. Additionally, this project aligns with the following goal areas and actions within the VAP:

- Goal Area: Preserving Natural Spaces
 - Action #85: Preserve & expand wildlife habitat & trees
 - Action #86: More opportunities to see & experience wildlife
 - Action #89: Preserve green spaces
 - Action #95: Places for quiet & solitude in nature
 - Action #108: Acquire more parkland

As well as the following goals and objectives from the comp plan:

- Goal: Environmental Stewardship
 - Objective 1: Preserve and protect natural areas and wildlife corridors
 - Objective 2: Avoid conflicts and minimize impacts in natural areas

Action Requested

Board of directors' approval of the following items:

1. Approval of Resolution No. 2024-14, amending THPRD's existing Oregon Metro 2019 Parks & Nature Bond Local Share program project list, authorizing staff to submit a funding application for the Cooper Mountain Nature Park Expansion project;
2. Authorization for the general manager or designee to execute a future amendment to THPRD's associated Local Share IGA funding the Cooper Mountain Nature Park Expansion project.

RESOLUTION NO. 2024-14

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
TUALATIN HILLS PARK & RECREATION DISTRICT
AMENDING TUALATIN HILLS PARK & RECREATION DISTRICT'S OREGON METRO 2019
PARKS AND NATURE BOND – LOCAL SHARE PROGRAM PROJECT LIST &
AUTHORIZING PROJECT APPLICATIONS TO THE LOCAL SHARE PROGRAM**

WHEREAS, in November 2019 Portland Metro-area voters approved the Parks and Nature Bond (bond), Resolution No. 19-4988, a \$475 million bond measure to further protect clean water, restore fish and wildlife habitat and provide opportunities for people to connect with nature close to home; and

WHEREAS, the bond established and funded six programs, including \$92 million for a program to support projects of regional park providers known as the Local Share program (Local Share), Exhibit C to the Metro Resolution; and

WHEREAS, Exhibit C requires that the governing body of each local park provider approve its desired Local Share projects prior to submitting funding applications to Metro staff and entering into an Intergovernmental Agreement funding each project between the Metro Council and the Tualatin Hills Park & Recreation District (THPRD) Board of Directors; and

WHEREAS, the Local Share program allocated \$8,628,870 to support Tualatin Hills Park & Recreation District projects and is currently accepting project funding applications; and

WHEREAS, on September 8, 2021, the THPRD Board of Directors approved a project list containing four projects for including: NW 159th Ave & Heckman Lane New Neighborhood Park & Community Trail, Willow Creek Greenway Boardwalk Replacement, Accessible Play Structure Redevelopment at Bonny Slope and Rock Creek Parks, and Commonwealth Lake Park Bridge and Weir Replacement; and

WHEREAS, in November, 2023, Washington County's Board of Commissioners directed County staff to contribute \$1,000,000 of Washington County's \$3,256,965 Local Share program allocation to support THPRD land acquisition of to be determined property or properties to expand the Cooper Mountain Nature Park; and

WHEREAS, THPRD desires to amend its approved project list, adding a fifth project titled Cooper Mountain Nature Park Expansion, and submit a funding application to Metro's Local Share program to fund expansion of the Cooper Mountain Nature park in alignment with identified 2020 Vision Action Plan goal areas and actions, 2020 Parks System Development Charges (SDC) Final Methodology Report Appendix C: SDC Project List, and 2023 Comprehensive Plan goals and objectives; and

WHEREAS, the amended Local Share program project list includes land acquisition and capital improvement projects such as natural area land acquisition, new park development, new trail development, American with Disabilities Act improvements, water quality management improvements, public use facilities, and improvements that will improve climate resiliency; and

WHEREAS, THPRD will provide adequate funding for on-going operations and maintenance of the properties should the local share funds be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TUALATIN HILLS PARK & RECREATION DISTRICT IN BEAVERTON, OREGON, AS FOLLOWS:

THPRD authorizes the following projects to be submitted for Local Share funding:

- NW 159th Ave & Heckman Lane New Neighborhood Park & Community Trail
- Willow Creek Greenway Boardwalk Replacement
- Accessible Play Structure Redevelopment at Bonny Slope and Rock Creek Parks
- Commonwealth Lake Park Bridge and Weir Replacement
- Cooper Mountain Nature Park Expansion

Approved by the Tualatin Hills Park & Recreation District Board of Directors on the 11th day of September 2024.

Barbie Minor, President

Alfredo Moreno, Secretary

ATTEST:

Lindsay Lambert, Recording Secretary



MEMORANDUM

DATE: August 22, 2024
TO: Doug Menke, General Manager
FROM: Aisha Panas, Deputy General Manager
RE: **Metro 2019 Nature Bond Local Share Fund Transfer Intergovernmental Agreement between Metro, Washington County and THPRD for Cooper Mountain Acquisition**

Introduction

Staff are seeking board of directors' authorization for the general manager or designee to execute an Intergovernmental Agreement (IGA) between Metro, THPRD, and Washington County transferring \$1,000,000 of Washington County's 2019 Parks & Nature Bond Local Share program allocation to THPRD for the purpose of contributing funding to THPRD's efforts to acquire a to-be-determined property or properties expanding the Cooper Mountain Nature Park. The proposed IGA is provided as Attachment 1.

Background

In November of 2019, voters within the Portland Metro area approved a \$475 million Parks and Nature bond – Measure No. 26-203 – (the “bond”) funding six programs designed to protect clean water, restore fish and wildlife habitat, and create opportunities to connect people with nature close to home. The bond allocated \$92 million to create a program to “support local projects” (Local Share) of the region's 27 eligible park providers. Of that \$92 million, \$8,628,870 was allocated to qualified THPRD projects and \$3,256,965 was allocated to qualified Washington County (the “County”) projects.

In planning for the future Cooper Mountain community annexing into the City of Beaverton and THPRD, several jurisdictional partners including Washington County and Metro began discussing opportunities to expand the Cooper Mountain Nature Park (Nature Park) to preserve unique and sensitive habitat adjacent to the Nature Park.

In November 2023, the Washington County Board of Commissioners directed County staff to contribute \$1,000,000 of the County's Local Share allocation to THPRD for land acquisition of to-be-determined property or properties expanding the Nature Park and authorized the County Administrator to enter into an IGA between Washington County, Metro, and THPRD.

Throughout winter 2023, and spring 2024, THPRD, County, and Metro staff worked to develop an IGA to facilitate the transfer of \$1,000,000 from the County's Local Share allocation to THPRD's Local Share allocation.

If approved by the County, THPRD, and Metro, the County will deliver to Metro a Requisition Certificate for Release of Funds, requesting release of \$1,000,000 from the County's Local Share allocation to the district. These funds will then be placed in the district's Local Share allocation for use by the district to acquire a to-be-determined property or properties located in the vicinity of the Nature Park.

Under the IGA, for THPRD to be reimbursed for acquiring this property or properties in the vicinity of the Nature Park, THPRD will be required to submit the land acquisition project through Metro's existing Local Share program process.

Proposal Request

Staff are requesting board of director's approval of the IGA with Metro, THPRD, and Washington County (Attachment 1) transferring \$1,000,000 of Washington County's 2019 Parks & Nature Bond Local Share program allocation to THPRD to acquire a to-be-determined property or properties located in the vicinity of the Cooper Mountain Nature Park, expanding the Cooper Mountain Nature Park.

Outcomes of Proposal

THPRD will assign a staff liaison to coordinate the transfer of \$1,000,000 of the County's Local Share allocation in partnership with Metro and the County.

THPRD will pursue acquisition opportunities for to-be-determined property or properties located in the vicinity of Cooper Mountain Nature Park using the portion of the County's Local Share allocation transferred to THPRD.

In addition to monetary benefits, the Metro, THPRD, and Washington County IGA will fund future THPRD projects that will preserve and protect unique riparian and upland habitat identified within the City of Beaverton's Cooper Mountain Community Plan's resource overlay and Metro's 2019 Natural Areas Bond Cooper Mountain Target Area Ecological Assessment. The IGA will also help THPRD fund future projects that align with and seek to address goal areas and actions from the district's 2020 Vision Action Plan (VAP) and goals and objectives from the 2023 Comprehensive Plan (comp plan).

Should THPRD acquire a to-be-determined property or properties in the vicinity of the Nature Park, the IGA stipulates that THPRD will be responsible for ownership, management, supervision and control of that property.

Public Engagement

Public engagement was not considered in discussing or organizing the transfer of \$1,000,000 of the County's Local Share program allocation to THPRD to acquire a to-be-determined property or properties located in the vicinity of Cooper Mountain Nature Park; however, projects resulting from this proposal align with THPRD's 2020 Parks System Development Charge Final Methodology Report Appendix C: SDC Project List.

Additionally, projects stemming from this proposal align with the following goal areas and actions within the VAP:

- Goal Area: Preserving Natural Spaces
 - Action #85: Preserve & expand wildlife habitat & trees
 - Action #86: More opportunities to see & experience wildlife
 - Action #89: Preserve green spaces
 - Action #95: Places for quiet & solitude in nature
 - Action #108: Acquire more parkland

As well as the following goals and objectives from the comp plan:

- Goal: Environmental Stewardship
 - Objective 1: Preserve and protect natural areas and wildlife corridors
 - Objective 2: Avoid conflicts and minimize impacts in natural areas

Action Requested

Board of directors' authorization for the general manager or designee to execute an intergovernmental agreement with Metro, THPRD, and Washington County facilitating the transfer of \$1,000,000 of Washington County's 2019 Parks & Nature Bond Local Share program allocation to THPRD to acquire a to-be-determined property or properties located in the vicinity of the Cooper Mountain Nature Park.

Intergovernmental Agreement

Local Share Fund Transfer – Cooper Mountain Acquisition



Metro Contract No.

LOCAL SHARE FUND TRANSFER METRO, TUALATIN HILLS PARK AND RECREATION DISTRICT, AND WASHINGTON COUNTY Cooper Mountain Land Acquisition

THIS AGREEMENT (the “Agreement”) is made and entered into by and between Metro, a municipal corporation (“Metro”), Washington County, a political subdivision of the State of Oregon (the “County”), and the Tualatin Hills Park and Recreation District, a special district organized under ORS chapter 266 (the “District”), and is effective upon execution.

BACKGROUND

The electors of Metro approved Ballot Measure 26-203 on November 5, 2019 (the “Measure”) authorizing Metro to issue \$475 million in general obligation bonds to preserve natural areas, clean water, and protect fish and wildlife. The Measure provides that Metro distribute \$92 million of bond funds to local government park providers (Local Share Funds) to protect land, restore habitat, and build and care for parks that connect people to nature in local communities.

The County and the District are local parks providers. The County and Metro are entering into an intergovernmental Agreement (“IGA”) governing use of the County’s portion of the Local Share Funds. The District and Metro entered into an IGA (937977) governing use of the District’s portion of the Local Share Funds (“District Local Share IGA”). This Local Share Fund Transfer IGA will be attached to the each of the party’s local share IGAs.

In November 2023 the County’s Board of Commissioners, directed the County’s financial contribution of \$1,000,000 to the District’s acquisition of a to be determined property or properties located in the vicinity of Cooper Mountain Nature Park using a portion of County’s Local Share Program funds, and authorized the County Administrator to enter into this Agreement. The District’s Board of Directors has reviewed a draft of this Agreement and authorized the General Manager to execute the final Agreement.

ORS 190.010 authorizes agencies to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement has the authority to perform.

AGREEMENT

The parties agree as follows:

1. County Obligations:

The County will assign a liaison to coordinate this transaction with Metro and the District, and the County will provide Metro and the District with the liaison’s name and contact information within 10 days of the Agreement’s effective date.

Within 60 days of the Agreement’s effective date, the County will sign and deliver to Metro a Requisition

Intergovernmental Agreement

Local Share Fund Transfer – Cooper Mountain Acquisition

Metro Contract No.

Certificate for Release of Funds (the “Certificate”), requesting release of funds in the amount of \$1,000,000 from the County’s Local Share Funds to the District, to be placed in the District’s Local Share Program funds for use by the District to acquire the Property in accordance with the terms and conditions of the District Local Share IGA (the “Transfer”).

The County is not responsible for the management, control or use of the Property and will have no legal interest in the Property. In addition, the County is not responsible for the District’s compliance with the District/Metro local share IGA, including without limitation appropriate use of the transfer funds or property. Following completion of the County’s obligations for signature and delivery of the Certificate, the County will have no further obligations under this Agreement.

2. District Obligations:

The District will assign a liaison to coordinate this transaction with Metro and the County, and the District will provide Metro and the County with the liaison’s name and contact information within 10 days of the Agreement’s effective date.

The District will work in good faith to acquire the Property in compliance with the terms and conditions of the District Local Share IGA, including without limitation, paying the purchase price, closing the purchase, and obtaining title to the Property.

The District will submit the acquisition as a project proposal through Metro’s existing process for Local Share proposals. Metro will work with the District if needed to make any edits before approving. Once approved by Metro, Metro will work with the District to add a project to their IGA via amendment which will include a Scope of Work with the anticipated timeline for the acquisition. Payment will be made to the District once they have complied with the provisions set forth in their IGA in Attachment B: Payment Request Requirements.

The District is responsible for acquiring and managing the Property in accordance with the District Local Share IGA. If the District breaches the District Local Share IGA and the breach relates to the Property, this action will be a breach of this Agreement.

The District must use funds provided by the County under this Agreement solely for the acquisition of the Property. If the District is not able to acquire the Property, the District must notify the County and Metro. Metro will then work with the County to re-allocate unspent funds to their Local Share allocation.

The District is responsible for ownership, management, supervision and control of the Property. This paragraph does not limit the District’s ability to transfer the Property for park purposes to another public entity that assumes the continuing obligations of this Agreement and the District Local Share IGA.

3. Metro Obligations:

Metro will assign a liaison to coordinate this transaction with the County and the District, and Metro will provide the County and the District with the liaison’s name and contact information within 10 days of the Agreement’s effective date.

Metro will transfer \$1,000,000 as payment toward or reimbursement of District funds used to acquire

Intergovernmental Agreement Local Share Fund Transfer – Cooper Mountain Acquisition

Metro Contract No.

the Property, in accordance with the District Local Share IGA.

Metro is not responsible for the management, control, or use of the Property and has no legal interest in the Property.

GENERAL PROVISIONS

1. Discrimination Prohibited

The parties must not discriminate on the grounds of race, color, or national origin, or on the grounds of religion, sex, ancestry, age, or disability against any person related to any program or activity funded in whole or in part with Local Share Funds.

2. Public Records Law

All records are public records subject to disclosure under Oregon Public Records Law unless otherwise exempt.

3. Indemnification

Subject to the limitations and conditions of the Oregon Constitution and the Oregon Tort Claims Act, the County and the District will indemnify, defend, and hold Metro and Metro's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with their performance of this Agreement.

4. Joint Termination for Convenience

The Parties may terminate all or part of this Agreement if termination is in the public interest. Termination under this provision will be effective with a written termination agreement signed by all parties.

5. Dispute Resolution

The Parties will negotiate in good faith to resolve any dispute arising out of this Agreement. If the Parties are unable to resolve any dispute within 14 calendar days, the Parties will attempt to settle any dispute through mediation. The Parties will attempt to agree on a single mediator. The parties will share the cost of mediation equally.

6. Oregon Law; Forum

This Agreement will be construed according to the laws of the State of Oregon. Any litigation among the Parties under this Agreement will occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.

Intergovernmental Agreement Local Share Fund Transfer – Cooper Mountain Acquisition

Metro Contract No.

7. Assignment; Entire Agreement; Merger; Waiver

This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred without all parties' written consent. This Agreement and attachments are the entire agreement among the parties as to its subject matter. The failure to enforce any provision of this Agreement does not constitute a waiver by any party of that or any other provision. Any waiver of any breach is not a waiver of any succeeding breach or a waiver of any provision.

8. Amendment

The Parties may amend this Agreement only by written amendment signed by all Parties.

9. Limitations

This Agreement is expressly subject to the limitations of the Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provision of this Agreement that conflicts with the above-referenced laws are deemed invalid and unenforceable.

10. Severability

If any clause, sentence or any other portion of the terms and conditions of this Agreement becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law.

11. Further Assurances

Each of the Parties will execute and deliver any and all additional papers, documents, and other assurances, and will do any and all acts and things reasonably necessary in connection with the performance of their obligations and to carry out the intent and agreements of the Parties.

12. Counterparts; Electronic Execution

The Parties may execute this Agreement in counterparts, each of which, when taken together, constitute fully executed originals. Electronic signatures, including e-mail or other digital signatures, operate as original signatures.

13. Authority

The representatives signing on behalf of the Parties certify they are authorized by the Party for whom they sign to make this Agreement.

Intergovernmental Agreement Local Share Fund Transfer – Cooper Mountain Acquisition



Metro Contract No.

**TUALATIN HILLS PARK AND
RECREATION DISTRICT**

WASHINGTON COUNTY, OREGON

By: _____

By: _____

Title: General Manager

Title: _____

Date: _____

Date: _____

METRO

By: _____

Title: _____

Date: _____

DRAFT 20240408



MEMORANDUM

DATE: August 21, 2024
TO: Doug Menke, General Manager
FROM: Aisha Panas, Deputy General Manager
RE: **Intergovernmental Agreement for Right-of-Way Services and Resolution Exercising the Power of Eminent Domain for Beaverton Creek Trail**

Introduction

Staff are seeking board of directors' ratification of the Intergovernmental Agreement for Right-of-Way Services (Attachment 1) and approval of Resolution No. 2024-15 (Attachment 2) for the Beaverton Creek Trail (BCT) Federal Project. The resolution is Exhibit B to the Right-of-Way Services (ROWSA) and pertains to the use of eminent domain, if necessary, to acquire right-of-way for the regional trail project. The ROWSA and resolution is required to comply with federal funding requirements and codify the 2016 intergovernmental agreement between THPRD and the Oregon Department of Transportation (ODOT). Both documents have been reviewed by the district's legal counsel, Miller Nash, LLP.

Background

In August 2016, the board approved ODOT contract No. 31268 to deliver the federally funded Beaverton Creek Trail project. In June 2021, the board approved the preferred BCT concept plan as part of phase I of this two-phase trail project. Staff returned to the board in November 2021 for approval to proceed with phase II of the contract agreement, which defined each party's roles and responsibilities and directed ODOT to deliver the design and construction of the trail project. This agreement was executed in May 2022.

In July 2024, a ROWSA was entered into for the right-of-way services between ODOT and THPRD. This agreement outlines the Special Provisions for services and identifies funding committed for right-of-way acquisition that was approved by the board in May 2024. Recently, the Department of Justice informed ODOT that THPRD is required to adopt a resolution prior to beginning any right-of-way acquisition. This resolution will authorize ODOT the use of eminent domain to acquire right-of-way if necessary. In light of this matter, THPRD council has reviewed the ROWSA and resolution and suggests the board of directors to be presented with both documents for approval. Right-of-way services are expected to begin September 2024.

Proposal Request

Staff are seeking board of directors' ratification of the general manager's execution of the Intergovernmental Agreement for Right of Way Services (Attachment 1) and approval of Resolution No. 2024-15 (Attachment 2), for the Beaverton Creek Trail in order to begin the right-of-way phase of the project. Although the likelihood of eminent domain for this project is low, a resolution authoring the use of eminent domain to acquire right-of-way is a requirement for federally funded projects per the agreement between THPRD and ODOT for right-of-way services. It can also be beneficial for property owners because sale of property under threat of condemnation provides some additional options to defer capital gains taxes on the sale (per Internal Revenue Code Section 1033).

Outcomes of Proposal

Ratification of the IGA and approval of the resolution will allow staff and ODOT to begin the right-of-way phase and be in compliance with federal funding requirements ensuring construction can begin in early 2026 and completed on schedule by mid-2027 per grant requirements.

Action Requested

Board of Director's ratification of the general manager's execution of the Intergovernmental Agreement for Right of Way Services and approval of Resolution No. 2024-15 for the use of eminent domain to acquire right-of-way for the Beaverton Creek Trail.

Misc. Contracts and Agreements
No. 73000-00026378

A092-030923

**INTERGOVERNMENTAL AGREEMENT
FOR RIGHT OF WAY SERVICES**

Beaverton Creek Trail: Westside Trail-SW Hocken Ave

THIS 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 "State" or "ODOT"; and TUALATIN HILLS PARK & RECREATION DISTRICT, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually as "Party" and collectively as "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 283.110, 366.572 and 366.576, a state agency may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that the state agency, its officers, or agents have the authority to perform.
2. By the authority granted in ORS 366.425, State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. Money so deposited shall be disbursed for the purpose for which it was deposited.
3. Beaverton Creek Trail between Westside Trail and SW Hocken Ave. is a part of the Agency's park system under the jurisdiction and control of Agency.
4. State is responsible for delivering the Beaverton Creek Trail: Westside Trail-SW Hocken Ave project ("Project") under Local Agency Agreement - Surface Transportation Program - Urban Agreement Number 31268 executed on August 26, 2016 ("Project Agreement") attached hereto as Exhibit C and by this reference made a part hereof.
5. This Agreement covers a subset of the work set forth in the Project Agreement; therefore, the Project Agreement describes the general scope and funding for the right of way activities carried out under this Agreement. This Agreement further defines the roles and responsibilities of the Parties regarding real property to be used as part of the right of way for the Project, and further refines the details of the scope and funding for these right of way activities.
6. As of the Effective Date of this Agreement, there are no local public agencies ("LPAs") certified to independently administer federal-aid projects for right of way services. State is ultimately responsible for the certification and oversight of all right of way activities under this Agreement.

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. Under such authority, to accomplish the objectives in the Project Agreement, Agency agrees to perform the right of way Services shown in Exhibit A - Special Provisions ("Services"), attached hereto and by this reference made a part hereof.
2. The Parties agree to comply with the terms of this Agreement and the applicable terms of Project Agreement in performing the Services. In the event of a direct conflict, the terms of the Project Agreement will control over any conflicting provision in this Agreement.
3. Exhibits Attached and Incorporated.
 - a. This Agreement includes the following exhibits, each of which is attached and incorporated into this Agreement by reference as though fully set forth herein:
 - Exhibit A – Special Provisions
 - Exhibit B – Resolution Exercising The Power of Eminent Domain
 - Exhibit C - Project Agreement
4. This Agreement becomes effective on the date all required signatures are obtained ("Effective Date"). Services shall begin on or after the Effective Date and shall be completed no later than ten (10) calendar years following the date all required signatures are obtained, on which date this Agreement automatically expires unless extended by a fully executed amendment.
5. Both Parties will strictly follow the rules, policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended and implemented through Title 49, Part 24, ORS Chapter 35 and the ODOT Right of Way Manual, located at <https://www.oregon.gov/ODOT/ROW/Documents/ROW-Manual.pdf> and incorporated herein by this reference. Each Party will require its contractors and subcontractors, if any, to comply with this provision.
6. The funding and payment for the Services are set forth in the Project Agreement. This Agreement commits no additional funding for the Services.
 - a. Under no condition shall State's obligations under this Agreement exceed \$9,000, including all expenses, unless agreed upon by both Parties in writing in a fully executed amendment to this Agreement. This maximum is the amount programmed in the STIP for the right of way phase of the Project.
 - i. Agency agrees to reimburse State for all expenses, including salaries and other personnel expenses (OPE) of State employees performing Services, direct costs, costs of rental equipment used, travel expenses, and per-diem expenditures. Travel expenses shall be reimbursed in accordance with the current Oregon Department of Administrative Services rates as contained in the Oregon Accounting Manual (OAM), which can be found at:

<https://www.oregon.gov/das/Financial/Acctng/Documents/40.10.00.pdf>.

- ii. For Services provided under this Agreement, Agency may satisfy its funding requirement through a contribution of real property for the Project. Credit for this contribution will only be allowed if the contribution complies with all requirements of 23 CFR 710.501 and 710.507 and if written approval is obtained from State's Active Transportation Section, Program and Funding Services Manager and FHWA prior to the start of the right of way phase of the Project and after review for compliance with State's procedures for donations and contributions.

STATE OBLIGATIONS

1. State shall perform the Services assigned to State in Exhibit A.
2. State's right of way contact person for this Agreement is Tina Gutierrez, ROW Project Manager, 123 NW Flanders St Portland, OR 97209, 271-4181, and Tina.Gutierrez@odot.oregon.gov, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact changes during the term of this Agreement.

AGENCY OBLIGATIONS

1. Agency shall perform the Services assigned to Agency in Exhibit A. All Services provided by Agency shall comply with ODOT's Right of Way Manual in effect at the time the Services are performed.
2. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of current budget. Agency is willing and able to finance its share of all costs and expenses incurred under this Agreement up to the maximum amount set forth in Terms of Agreement Paragraph 3.
3. Agency's performance of Services.
 - a. In performing Services under this Agreement, Agency may utilize qualified individuals from Agency's staff or the Staff of another local public agency, as described in the ODOT Right of Way Manual and approved by the State's Region Right of Way Office.
 - b. Agency may also request State act as the lead contracting agency and deliver a consultant contract on behalf of Agency, using consultants from State's Full Service Architectural and Engineering (A&E) Price Agreement 2 Tier Selection Process, as applicable. Tier 2 procurements must be requisitioned through State's Local Agency Liaison (LAL) with solicitation process administered by State's Procurement Office. Forms and procedures for Tier 2 process are located at: [https://www.oregon.gov/odot/Business/Procurement/FS23/Full Service LPA Project User Guide.docx](https://www.oregon.gov/odot/Business/Procurement/FS23/Full_Service_LPA_Project_User_Guide.docx).
 - c. Agency's needed right of way services may be performed by utilizing appraiser Services procured by Agency from State's Qualified Appraiser List (online at:

https://www.oregon.gov/ODOT/ROW/Documents/Appraisal_Qualified-Consultant-List.pdf) or other right of way related Services procured by Agency from any source of qualified contractors or consultants.

- d. Contractor selections under Agency Obligations, Paragraphs 3.c above may be based on price alone, price and qualifications, or qualifications alone followed by negotiation. **Federally funded procurements** carried out by Agency for right of way Services must be conducted under State's certification program for consultant selection and must comply with requirements in the [LPA A&E Requirements Guide](#), and must use the State's standard [A&E Contract Template for LPAs](#) which may be modified to include State-approved provisions required by Agency. **State and locally funded procurements** carried out by Agency must comply with applicable State rules and statutes for A&E "Related Services" (Agency may use its own contract document). The LPA A&E Requirements Guide and A&E Contract Template are available at: <https://www.oregon.gov/ODOT/Business/Procurement/Pages/LPA.aspx>.
4. If Agency intends to use Agency staff, staff of another local public agency, consultants (except for consultants on State's Qualified Appraiser List), or contractors to perform Services under this Agreement, Agency must receive prior written approval from State's Region Right of Way Office.
5. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Oregon Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 ("Claims"), to the extent such Claims are caused, or alleged to be caused, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise solely from the negligent or willful acts or omissions of State, be indemnified from and against all Claims caused or alleged to be caused by the contractor or subcontractor.
6. Any such indemnification shall also provide that neither the Agency's contractor or subcontractor nor any attorney engaged by Agency's contractor or subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.

7. Agency shall perform all Services under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the Services under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
8. When Agency is performing Services under this Agreement, Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction.
9. Agency certifies and represents that all individuals signing this Agreement have been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
10. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
11. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the Services under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
12. Agency shall upon State's request provide copies of any required documentation related to the Services as described in Exhibit A.
13. Agency's right of way contact person for this Agreement is Rene Brucker, Tualatin Hills Park & Recreation District Park Planner, 6220 SW 112th Avenue, Beaverton, OR 97008, (503) 629-6305, and rbrucker@thprd.org, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS:

1. Termination.

- a. This Agreement may be terminated by mutual written consent of both Parties.
 - b. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing, and delivered by certified mail or in person, under any of the following conditions:
 - i. If either Party fails to provide Services called for by this Agreement within the time specified herein or any extension thereof.
 - ii. If either Party fails to perform any of the other provisions of this Agreement or so fails to pursue the Services as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice fails to correct such failures within ten (10) days or such longer period as may be authorized.
 - c. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - i. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - ii. If Agency fails to provide payment of its share of the cost of the Project.
 - iii. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Services under this Agreement is prohibited or State is prohibited from paying for such Services 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.
2. All employers that employ subject workers who perform Services under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Both Parties shall ensure that each of its subcontractors complies with these requirements.
 3. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

4. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
5. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
6. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
7. Agency and State are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
8. 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.

9. 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.
10. This Agreement and 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 State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.
11. Survival. All rights and obligations of the Parties under this Agreement will cease upon termination or expiration of this Agreement, other than the rights and obligations of the parties that by their nature or express terms survive termination or expiration of this Agreement.

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.

Signature Page to Follow

TUALATIN HILLS PARK & RECREATION DISTRICT, by and through it's elected officials

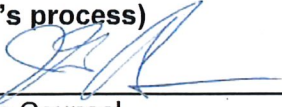
By 

Date July 16, 2024

By _____

Date _____

LEGAL REVIEW APPROVAL (If required in Agency's process)

By 
Agency's Counsel

Date 07.10.24

Agency Contact:

Rene Brucker, Park Planner
6220 SW 112th Avenue
Beaverton, OR 97008
(503) 629-6305
rbrucker@thprd.org

State Contact:

Tina Gutierrez, Right of Way Project Manager
123 NW Flanders Street
Portland, OR 97209
(971) 271-4181
Tina.Gutierrez@odot.oregon.gov

STATE OF OREGON, by and through its Department of Transportation

By 
Georgina GLEASON (Aug 2, 2024 10:11 PDT)
State Right of Way Manager

Date _____

APPROVAL RECOMMENDED

By CASEBEER Grant Digitally signed by CASEBEER Grant
Date: 2024.07.31 14:05:08 -07'00'
Region 1 Right of Way Manager

Date _____

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By N/A
Assistant Attorney General

Date _____

APPROVED

(If Litigation Services related to Condemnation are to be done by State)

By _____
Chief Trial Counsel

Date _____

Exhibit A
SPECIAL PROVISIONS
Right of Way Services

A. Preliminary Phase: State or Agency shall perform the Services outlined in this Section A during the preliminary right of way phase of the Project as identified below. When Services listed under this Section A are performed by Agency, Agency shall charge the Services as preliminary engineering expenditures.

1. State shall prepare preliminary cost estimates.
2. State shall make preliminary contacts with property owners.
3. State shall gather and prepare data for environmental documents.
4. State shall develop access and approach road list.
5. State shall help prepare field location and project data as defined in the Project Agreement.
6. Title. State shall provide preliminary title reports, if State determines they are needed, before negotiations for acquisition commence.
7. Legal Descriptions:
 - a. State shall prepare sufficient horizontal control, recovery and retracement surveys, vesting deeds, maps and other data so that legal descriptions can be written.
 - b. State shall prepare construction plans and cross-section information for the Project.
 - c. State shall write legal descriptions and prepare right of way maps. If the Agency acquires any right of way on a State highway, the property descriptions and right of way maps shall be based upon centerline stationing and shall be prepared in accordance with the current ODOT [Right of Way Engineering Manual](https://www.oregon.gov/ODOT/ETA/Documents_Geometronics/ROW-Eng-Manual.pdf), located at https://www.oregon.gov/ODOT/ETA/Documents_Geometronics/ROW-Eng-Manual.pdf and incorporated herein by reference. The preliminary and final versions of the property descriptions and right of way maps must be reviewed and approved by the State.
 - d. State shall specify the degree of title to be acquired (e.g., fee, easement), which must be determined in accordance with the current ODOT Right of Way Manual.
8. Hazmat:
 - a. State shall conduct a Level 1 Initial Site Assessment, according to State Guidance, within Project limits to detect presence of hazardous materials on any property purchase, excavation or disturbance of structures, as early in the Project design as possible, but at a minimum prior to property acquisition or approved design.

- b. State shall conduct a Level 2 Preliminary Site Investigation, according to ODOT's Hazmat Program Procedures Guidebook and other applicable requirements of the Oregon Department of Environmental Quality, of sufficient scope to confirm the presence of contamination, determine impacts to properties and develop special provisions and cost estimates, if the Level 1 Initial Site Assessment indicates the potential presence of contamination that could impact the properties. If contamination is found, State will promptly disclose the severity and extent of contamination to State and present a recommendation for remediation to State as set forth in ODOT's Right of Way Manual Section 6.330 paragraph 2.
 - i. State shall attempt to have the property owner undertake any necessary remediation at the property owner's expense. Other options are set forth in ODOT's Right of Way Manual section 6.330 paragraph 2.b. If Agency undertakes any remediation on the site, Agency will be solely responsible for any liability that may arise from such remediation.

B. Right of Way Phase: State or Agency shall perform the Services outlined in this Section B during the acquisition right of way phase of the Project as identified below. When Services listed under this Section B are performed by Agency, Agency shall charge the Services as right of way expenditures.

1. Right of Way Acquisition:

- a. Right of Way Acquisition is the process of obtaining property necessary for the Project, from negotiation to possession of the property, using various sub-processes including, but not limited to, appraisal, negotiation, condemnation, relocation, title closing, and project related property management related to the potential exercise of eminent domain. The basic requirements for carrying out right of way acquisition for the Project are set forth in this Section B.
- b. When performing the right of way acquisition Services, State shall provide Agency with a monthly status report of the Services.
- c. Title to properties acquired shall be in the name of ODOT.

2. Real Property and Title Insurance:

- a. State shall determine sufficiency of title (taking subject to). If the Agency acquires any right of way on a State highway, sufficiency of title (taking subject to) shall be determined in accordance with the current ODOT Right of Way Manual, and after obtaining State's concurrence. Agency shall clear any encumbrances necessary to conform to these requirements, obtain Title Insurance policies as required and provide the State copies of any title policies for the properties acquired.

- b. State shall accept conveyed property “as-is” and in accordance with ORS 93.808. State is not required to provide any additional Services to Agency, including but not limited to payment, documentation, platting, surveying, or remediation, beyond those specifically set forth in this Agreement.

3. Appraisal:

- a. State shall conduct the valuation process of properties to be acquired. If hazardous materials are located on the property, State shall use section 6.330, paragraph 2 in ODOT’s Right of Way Manual.
- b. State shall perform the appraisal reviews to set just compensation.
- c. State shall recommend just compensation, based upon a review of the valuation by qualified personnel.

4. Negotiations:

- a. State shall tender all monetary offers to landowners in writing at the compensation shown in the appraisal review. Agency shall have sole authority to negotiate and make all settlement offers. When settlements for property acquisitions are made for more or less than the approved just compensation amount, a justification is required. Said statement will include the consideration of any property trades, construction obligations and zoning or permit concessions. If Agency performs this function, it will provide State with all pertinent letters, negotiation records and obligations incurred during the acquisition process.
- b. State and Agency shall determine a date for certification of right of way and agree to cosign the State’s Right of Way Certification form. State and Agency agree possession of all right of way is complete prior to advertising for any construction contract, unless otherwise agreed to by Agency and State.
- c. State agrees to file all Recommendations for Condemnation (Form 734-3311 and accompanying documents) with the court at least seventy (70) days prior to the right of way certification date if negotiations have not been successful on those properties.

5. Relocation:

- a. State shall perform any relocation assistance, make replacement housing computations, and do all things as required by applicable state and federal law necessary to relocate any persons displaced by the Project.
- b. State shall determine all relocation benefits each property owner is eligible for and shall make all relocation and moving payments.
- c. State shall facilitate the relocation appeal process.

C. Closing Phase

1. State shall close all transactions. This includes drawing of deeds, releases and satisfactions necessary to clear title, obtaining signatures on release documents, and making all payments. When State is providing Services as a consultant for the Agency, State shall submit all signed Final Report packets, information required by the Uniform Act, and agreements to the Agency.
2. Upon acceptance by State the conveyance documents shall be recorded.

D. Property Management

1. State shall take possession of all the acquired properties. There shall be no encroachments of buildings or other private improvements allowed upon the State highway right of way.
2. State shall dispose of all improvements and excess land consistent with applicable state, federal, and local laws and policies.
3. State shall conduct asbestos, lead paint and other hazardous materials surveys for all structures that will be demolished, renovated or otherwise disturbed. Asbestos surveys must be conducted by an AHERA (asbestos hazard emergency response act) certified inspector.

E. Condemnation

1. State may offer mediation if the State and property owners have reached an impasse.
2. State shall perform all administrative functions in preparation of the condemnation process, such as preparing final offer and complaint letters.

F. Transfer of Right of Way to State

When right of way is being acquired in Agency's name, Agency agrees to transfer and State agrees to accept all right of way acquired on the State highway. Agency shall identify the existence of any hazardous materials on or in the property prior to the transfer. The specific method of conveyance will be determined by the Agency and the State at the time of transfer and shall be coordinated by the State's Region Right of Way Manager. Agency agrees to provide the State all information and file documentation the State deems necessary to integrate the right of way into the State's highway system. At a minimum, this includes: copies of all recorded conveyance documents used to vest title in the name of the Agency during the right of way acquisition process, and the Agency's Final Report or Summary Report for each acquisition file that reflects the terms of the acquisition and all agreements with the property owner(s).

G. Transfer of Right of Way to Agency

When right of way is being acquired in State's name, State agrees to transfer and Agency agrees to accept, at no additional cost to the State, all right of way acquired on the Agency's facility, subject to concurrence from the Oregon Transportation Commission and FHWA at the time of the transfer. State shall identify the existence of any hazardous materials on or in the property prior to the transfer. The specific method of conveyance will be determined by the State and the Agency at the time of transfer and shall be coordinated by the State's Region Right of Way Manager. If requested, State agrees to provide Agency information and file documentation associated with the transfer.

**EXHIBIT B -
SAMPLE RESOLUTION EXERCISING THE POWER OF EMINENT DOMAIN
Right of Way Services**

This Exhibit is an example only and the completed resolution will be a separate document from the ROWSA. (Instructions, please delete before completing form) Regions: This portion of the document is unlocked. The LPA should block and copy to incorporate this language into their own standard resolution form OR fill in an "attested to" line or signature line at the bottom and use this form.

WHEREAS (insert title of agency) may exercise the power of eminent domain pursuant to (Agency's charter) (statutes conferring authority) and the Law of the State of Oregon generally, when the exercise of such power is deemed necessary by the (insert title of agency)'s governing body to accomplish public purposes for which (insert title of agency) has responsibility;

WHEREAS (insert title of agency) has the responsibility of providing safe transportation routes for commerce, convenience and to adequately serve the traveling public;

WHEREAS the project or projects known as (insert Project name) have been planned in accordance with appropriate engineering standards for the construction, maintenance or improvement of said transportation infrastructure such that property damage is minimized, transportation promoted, travel safeguarded; and

WHEREAS to accomplish the project or projects set forth above it is necessary to acquire the interests in the property described in "Exhibit A" attached to this Resolution and, by this reference incorporated herein; now, therefore,

BE IT HEREBY RESOLVED by (Agency's Council, Commission, or Board)

The foregoing statements of authority and need are, in fact, the case. The project or projects for which the property is required and is being acquired are necessary in the public interest, and the same have been planned, designed, located, and will be constructed in a manner which will be most compatible with the greatest public good and the least private injury;

The power of eminent domain is hereby exercised with respect to each of the interests in property described in Exhibit A to this Resolution. Each is acquired subject to payment of just compensation and subject to procedural requirements of Oregon law;

([Insert title of Agency]'s staff and [attorney/counsel] --OR-- (The Oregon Department of Transportation and the Attorney General) are authorized and requested to attempt to agree with the owner and other persons in interest as to the compensation to be paid for each acquisition, and, in the event that no satisfactory agreement can be reached, to commence and prosecute such condemnation proceedings as may be necessary to finally determine just compensation or any other issue appropriate to be determined by a court in connection with the acquisition. This authorization is not intended to expand the jurisdiction of any court to decide matters determined above or determinable by the (Agency's Council, Commission, or Board).

(insert title of agency) expressly reserves its jurisdiction to determine the necessity or propriety of any acquisition, its quantity, quality, or locality, and to change or abandon any acquisition.

DATED this ____ day of _____, 20__

[insert signature blocks here]

Attachments: Exhibit A to Exhibit B to Agency Resolution Exercising the Power of Eminent Domain –
Property Description

**Exhibit A to Exhibit B - Agency Resolution Exercising the Power of Eminent
Domain – Property Description**

Continued from previous page. This Exhibit is an example only and the completed resolution
will be a separate document from the ROWSA

Exhibit C
[For Funding Options 1 & 2 = Project Agreement / For Funding Option 3 = Project Location]

[insert appropriate document]

A156-G092921

ODOT Delivered Project Federal Project
On Behalf of Tualatin Hills Park & Recreation District
Project Name: Beaverton Creek Trail: Westside Trail – SW Hocken Ave
Key Number: 19357

THIS AGREEMENT ("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 "State" or "ODOT," and the **TUALATIN HILLS PARK & RECREATION DISTRICT**, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually as "Party" and collectively as "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities and units of local governments 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.
2. Beaverton Creek Trail is a part of Agency's park system under the jurisdiction and control of Agency.
3. State and Agency have entered into a previous agreement Number 31268 covering the planning phase of the subject project. Agency has agreed that State will deliver this project on behalf of the Agency.
4. The Project was selected as a part of the Regional Flexible Fund Allocation (RFFA) award program. "Project" is defined under Terms of Agreement, paragraph 1 of this Agreement.
5. The Stewardship and Oversight Agreement On Project Assumption and Program Oversight By and Between Federal Highway Administration, Oregon Division and the State of Oregon Department of Transportation ("Stewardship Agreement") documents the roles and responsibilities of the State with respect to project approvals and responsibilities regarding delivery of the Federal Aid Highway Program. This includes the State's oversight and reporting requirements related to locally administered projects. The provisions of that agreement are hereby incorporated and included by reference.

Agency/State
Agreement No. 73000-00004956

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. Under such authority, Agency and State agree to State delivering the Beaverton Creek Trail: Westside Trail – SW Hocken Avenue project on behalf of Agency, hereinafter referred to as "Project." Project includes construction of a 1.5-mile long, minimum 12-foot wide trail with accompanying paving, bridges/boardwalks, lighting, environmental mitigation, any necessary road improvements, bike-ped amenities, and site furnishings. The location of the Project is approximately as shown on the map attached hereto, marked "Exhibit A," and by this reference made a part hereof.
2. Agency agrees that, if State hires a consultant to design the Project, State will serve as the lead contracting agency and contract administrator for the consultant contract related to the work under this Agreement.
3. Project Costs and Funding.
 - a. The total Project cost is estimated at \$5,834,595.58, which is subject to change. Federal funds for this Project shall be limited to \$4,493,212.32. Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal funds, and the 10.27 percent match for all eligible costs. Any unused funds obligated to this Project will not be paid out by State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds.
 - b. With the exception of Americans with Disabilities Act of 1990-related design standards and exceptions, State shall consult with Agency on Project decisions that impact Total Project Cost involving the application of design standards, design exceptions, risks, schedule, and preliminary engineering charges, for work performed on roadways under local jurisdiction. State will allow Agency to participate in regular meetings and will use all reasonable efforts to obtain Agency's concurrence on plans. State shall consult with Agency prior to making changes to Project scope, schedule, or budget. However, State may award a construction contract up to ten (10) percent (%) over engineer's estimate without prior approval of Agency.
 - c. Federal funds under this Agreement are provided under Title 23, United States Code.
 - d. ODOT does not consider Agency to be a subrecipient or contractor under this Agreement for purposes of federal funds. The Catalog of Federal Domestic Assistance (CFDA) number for this Project is 20.205, title Highway Planning and Construction.

Agency/State
Agreement No. 73000-00004956

- e. State will submit the requests for federal funding to the Federal Highway Administration (FHWA). The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed outside the period of performance or scope of work approved by FHWA will be considered nonparticipating and paid for at Agency expense.
 - f. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.
4. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.
5. Termination.
- a. This Agreement may be terminated by mutual written consent of both Parties.
 - b. State may terminate this Agreement upon 30 days' written notice to Agency.
 - c. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - i. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - ii. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - iii. If Agency fails to provide payment of its share of the cost of the Project.
 - iv. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - v. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work 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.
6. Americans with Disabilities Act Compliance:
- a. When the Project scope includes work on sidewalks, curb ramps, multi-use paths,

or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:

- i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, multi-use paths, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - ii. Follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, multi-use paths, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>
- b. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
- i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying sidewalk, curb ramp, multi-use paths, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- c. Maintenance obligations in this section shall survive termination of this Agreement.

Agency/State
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7. State shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States-flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b) which are incorporated by reference. State shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.
8. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
9. The Parties acknowledge and agree that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of the Project and final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting party.
10. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are incorporated by this reference and made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.
11. Agency shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to FHWA, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement.
12. Agency and State are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
13. State and Agency 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.
14. Notwithstanding anything in this Agreement or implied to the contrary, the rights and obligations set out in the following paragraphs of this Agreement shall survive Agreement expiration or termination, as well as any provisions of this Agreement that by their context are intended to survive: Terms of Agreement Paragraphs 3.e

Agency/State

Agreement No. 73000-00004956

(Funding), 5.d (Termination), 6.c (ADA maintenance), 9-14, 17 (Integration, Merger; Waiver); and Attachment 2, paragraphs 1 (Project Administration), 7, 9, 11, 13 (Finance), and 37-41 (Maintenance and Contribution).

15. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
16. This Agreement may be executed in several counterparts 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.
17. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached exhibits will control over Project application and documents provided by Agency to State. 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 State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. Notwithstanding this provision, the Parties may enter into a Right Of Way Services Agreement in furtherance of the Project.
18. State's Contract Administrator for this Agreement is Katie Gillespie, R1 Project Manager, 123 NW Flanders Street, Portland, Oregon 97209-4012, (503) 400-1960, Katie.J.GILLESPIE@odot.oregon.gov, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.
19. Agency's Contract Administrator for this Agreement is Rene Brucker, Tualatin Hills Park & Recreation District Park Planner, 6220 SW 112th Avenue, Suite 100, Beaverton, OR 97008, (503) 614-4012, r.brucker@thprd.org, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

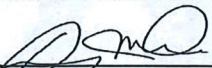
Signature Page to Follow

Agency/State
Agreement No. 73000-00004956

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.

This Project is in the 2021-2024 Statewide Transportation Improvement Program (STIP), (Key #19357) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

TUALATIN HILLS PARK & RECREATION DISTRICT, by and through its elected officials


By 
General Manager
Date April 18, 2022

By Doug Menke

Title General Manager

Date April 18, 2022

LEGAL REVIEW APPROVAL
(If required in Agency's process)


By 
Agency Counsel

Date 04.18.22

Agency Contact:

Rene Brucker, Park Planner
6220 SW 112th Avenue, Suite 100
Beaverton, OR 97008
(503) 614-4012
r.brucker@thprd.org

STATE OF OREGON, by and through its Department of Transportation

By 
Region 1 Manager

Date 4-20-2022

APPROVAL RECOMMENDED

By Heidi E. Shoblom
State Traffic Roadway Engineer

Date 4/19/2022

APPROVED AS TO LEGAL SUFFICIENCY

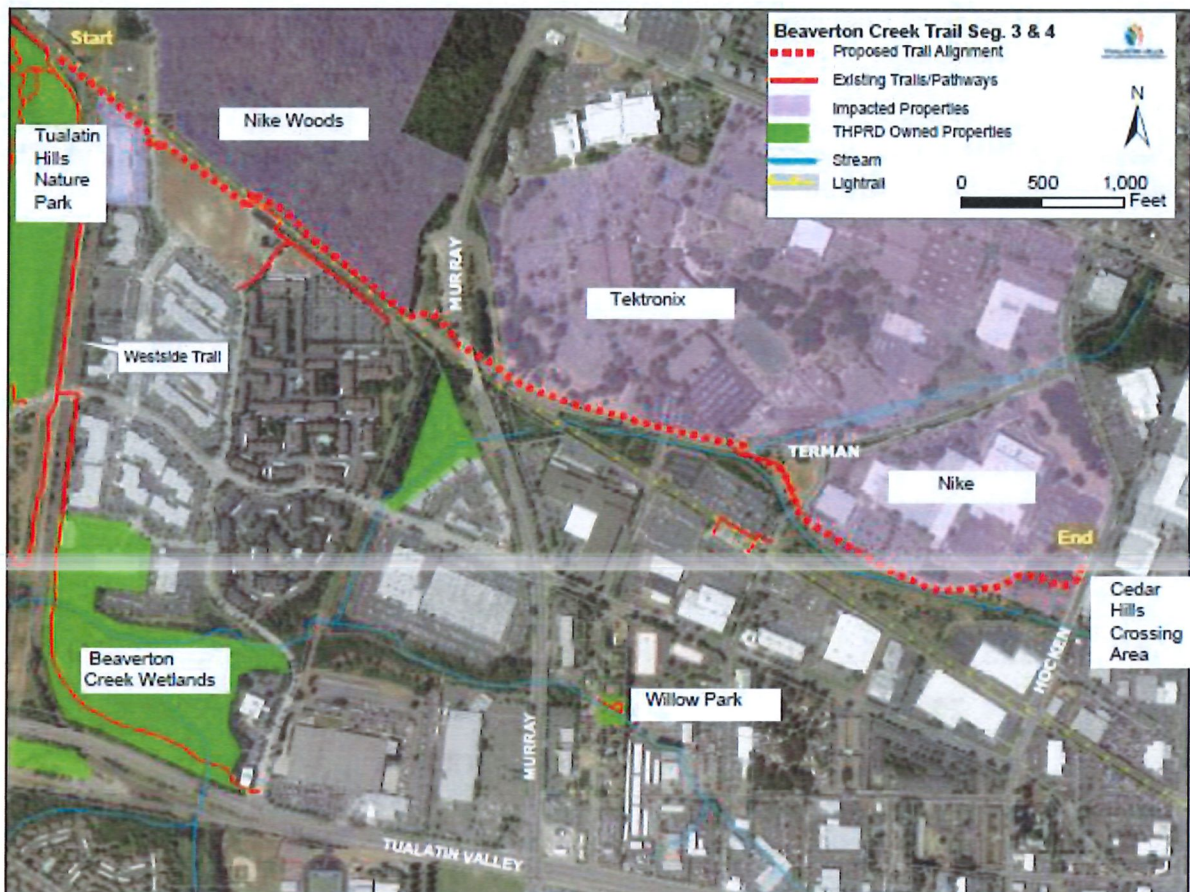
By Jennifer O'Brien via email 3/7/22
Assistant Attorney General

Date _____

State Contact:

Katie Gillespie, Region 1 Project Manager
123 NW Flanders Street
Portland, OR 97209-4012
Mobile (503) 400-1960
Katie.J.GILLESPIE@odot.oregon.gov

EXHIBIT A – Project Location Map



**ATTACHMENT NO. 1 to AGREEMENT NO. 73000-00004956
SPECIAL PROVISIONS**

1. State or its consultant shall conduct all work components necessary to complete the Project, except for those responsibilities specifically assigned to Agency in this Agreement.
 - a. State or its consultant shall conduct preliminary engineering and design work required to produce final plans, specifications, and cost estimates in accordance with current state and federal laws and regulations; obtain all required permits; acquire necessary right of way and easements; and arrange for all utility relocations and adjustments.
 - b. State will advertise, bid, and award the construction contract. Upon State's award of the construction contract, a consultant hired and overseen by the State shall be responsible for contract administration and construction engineering & inspection, including all required materials testing and quality documentation. State shall make all contractor payments.
 - c. State will perform project management and oversight activities throughout the duration of the Project. The cost of such activities will be billed to the Project.
2. State and Agency agree that the useful life of this Project is defined as 20 years.
3. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.

ATTACHMENT NO. 2 FEDERAL STANDARD PROVISIONS

PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
3. State will provide or secure services to perform plans, specifications and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. A State-approved consultant may be used to perform preliminary engineering, right of way and construction engineering services.
4. Agency may perform only those elements of the Project identified in the special provisions.

PROJECT FUNDING REQUEST

5. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. State, its consultant or Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

FINANCE

6. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the intergovernmental Agreement (Project Agreement). Agency must obtain written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or contractor, using the criteria in 2 CFR 200.331.

7. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.
8. Agency's estimated share and advance deposit.
 - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
 - b) Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid, must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
 - c) Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section, Funding and Program Services Unit, or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash or check submitted to the Oregon Department of Transportation.
9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.
10. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
11. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occur:

- a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
 - b) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
12. State shall, on behalf of Agency, maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.
 13. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the final total cost of the Project has been computed, State shall furnish Agency with an itemized statement. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total cost of the Project. Any portion of deposits made in excess of the final total cost of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the final total cost of the Project.

DESIGN STANDARDS

14. Agency and State agree that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with State's Oregon Bicycle & Pedestrian Design Guide (current version). State or its consultant shall use either AASHTO's A Policy on Geometric Design of Highways and Streets (current version) or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. State or its consultant may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.
15. Agency agrees that if the Project is on the Oregon State Highway System or a State-owned facility, that design standards shall be in compliance with standards specified in the current ODOT Highway Design Manual and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current Contract Plans Development Guide.
16. State and Agency agree that for all projects on the Oregon State Highway System or a State-owned facility, any design element that does not meet ODOT Highway Design Manual design standards must be justified and documented by means of a design exception. State and Agency further agree that for all projects on the NHS, regardless of funding source; any design element that does not

meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retain authority for said approval. FHWA shall review any design exceptions for projects subject to Project of Division Interest and retains authority for their approval.

17. ODOT agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices and Oregon Supplement as adopted in Oregon Administrative Rule (OAR) 734-020-0005. State or its consultant shall, on behalf of Agency, obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.

PRELIMINARY & CONSTRUCTION ENGINEERING

18. Preliminary engineering and construction engineering may be performed by either a) State, or b) a State-approved consultant. Engineering work will be monitored by State to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, or b) a State-approved consultant. State shall review and approve Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State shall offer Agency the opportunity to review the documents prior to advertising for bids.
19. Architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects must follow the State's processes to ensure federal reimbursement. State will award, execute, and administer the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, 2 CFR part 1201, ORS 279A.055, 279C.110, 279C.125, OAR 731-148-0130, OAR 731-148-0220(3), OAR 731-148-0260 and State Personal Services Contracting Procedures, as applicable and as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the state approved consultant prior to receiving authorization from State to proceed.
20. The State or its consultant responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
21. State shall prepare construction contract and bidding documents, advertise for bid proposals, award all construction contracts, and administer the construction contracts.
22. Upon State's award of a construction contract, State shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's Manual of Field Test Procedures, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
23. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

Disadvantaged Business Enterprises (DBE) Obligations

24. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))."

25. State and Agency agree to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
26. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 24 and 26; , 2 CFR 1201; Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

RIGHT OF WAY

27. Right of Way activities shall be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24.
28. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. State or its consultant may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project in accordance with the *ODOT Right of Way Manual*, and with the prior approval from State's Region Right of Way office.
29. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at Project expense, shall be entirely responsible for project acquisition and coordination of the right of way certification.
30. State or its consultant shall ensure that all project right of way monumentation will be conducted in conformance with ORS 209.155.

31. State and Agency grant each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

RAILROADS

32. State shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others.

UTILITIES

33. State or its consultant shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. State or its consultant shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility & Railroad Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

GRADE CHANGE LIABILITY

34. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
35. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
36. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, in connection with or arising out of the Project covered by the Project Agreement.

MAINTENANCE RESPONSIBILITIES

37. Agency shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

CONTRIBUTION

38. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
39. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
40. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

ALTERNATIVE DISPUTE RESOLUTION

41. The Parties shall attempt in good faith to resolve any dispute arising out of this Project Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

WORKERS' COMPENSATION COVERAGE

42. All employers, including Agency, that employ subject workers who work under this Project Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than five hundred thousand (\$500,000) must be

included. State and Agency shall ensure that each of its contractors complies with these requirements.

LOBBYING RESTRICTIONS

43. Agency certifies by signing the Agreement that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing this Agreement, Agency agrees to fulfill the responsibility imposed by 2 CFR Subpart C, including 2 CFR 180.300, 180.355, 180.360, and 180.365, regarding debarment, suspension, and other responsibility matters. For the purpose of this provision only, Agency is considered a participant in a covered transaction. Furthermore, by signing this Agreement, Agency is providing the certification for its principals required in Appendix to 2 CFR part 180 – Covered Transactions.

**AMENDMENT NUMBER 01
ODOT DELIVERED FEDERALLY FUNDED PROJECT
Beaverton Creek Trail: Westside Trail-SW Hocken Ave
Tualatin Hills Parks and Recreation District**

Key Number: 19357

This is Amendment No. 01 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State," or "ODOT" and **Tualatin Hills Parks and Recreation Department (THPRD)**, acting by and through its elected officials, hereinafter referred to as "Agency," entered on 04-20-2022.

It has now been determined by State and THPRD that the Agreement referenced above shall be amended to update the funding of the project.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement.**

Terms of Agreement, Paragraph 3.a, Page 2, which reads:

- a. The total Project cost is estimated at \$5,834,595.58, which is subject to change. Federal funds for this Project shall be limited to \$4,493,212.32. Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal funds, and the 10.27 percent match for all eligible costs. Any unused funds obligated to this Project will not be paid out by State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds.

Shall be deleted in its entirety and replaced with the following:

- a. The total Project cost is estimated at \$8,306,266, which is subject to change. Federal funds for this Project shall be limited to \$6,548,859. Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal funds, and the 10.27 percent match for all eligible costs. Any unused funds obligated to this Project will not be paid out by State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds.

Agency/State
Agreement No. 73000-00004956

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.
5. **Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

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.

This Project is in the 2021-2024 Statewide Transportation Improvement Program (STIP), (Key #19357) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

Agency/State
Agreement No. 73000-00004956

TUALATIN HILLS PARK AND RECREATION DISTRICT, by and through its elected officials

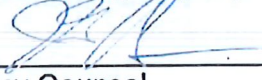
By 

Date 6/26/2023

By _____

Date _____

LEGAL REVIEW APPROVAL (If required in Agency's process)

By 
Agency Counsel

Date 6/28/23

Agency Contact:

Rene Brucker, Park Planner
6220 SW 112th Avenue, Suite 100
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State Contact:

Katie Gillespie, Region 1 Project
Manager 123 NW Flanders Street
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Mobile (503) 400-1960
Katie.J.GILLESPIE@odot.orefon.gov

STATE OF OREGON, by and through its Department of Transportation

By 
Delivery & Operations Division
Administrator

Date 8/25/23

APPROVAL RECOMMENDED

By 
Region 1 Manager

Date 7-7-2023

By 
State Traffic Roadway Engineer

Date 6/30/2023

APPROVED AS TO LEGAL SUFFICIENCY

By Jennifer O'Brien
Assistant Attorney General

Date: via email dated 06/15/2023

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
TUALATIN HILLS PARK & RECREATION DISTRICT AUTHORIZING THE USE OF EMINENT
DOMAIN TO ACQUIRE RIGHT-OF-WAY TO CONSTRUCT THE BEAVERTON CREEK TRAIL**

WHEREAS the Tualatin Hills Park & Recreation District (the “District”) may exercise the power of eminent domain under ORS 266.410(3) and the law of the State of Oregon generally, when the exercise of such power is deemed necessary by the District’s Board of Directors (“Board”) to accomplish public purposes for which the District has responsibility;

WHEREAS the District has the power and responsibility under ORS Chapter 266 and its regulations to provide recreational facilities, including trails and pedestrian facilities for recreation, travel, convenience, and to adequately serve its citizens and the general public;

WHEREAS the project known as the Beaverton Creek Trail between Westside Trail and SW Hocken Avenue (the “Project”) has been planned in accordance with appropriate engineering standards for the construction, maintenance, or improvement of said recreation and transportation infrastructure such that property damage is minimized, transportation is promoted, and travel is safeguarded;

WHEREAS, the District has entered into a Local Agency Agreement with the Oregon Department of Transportation under ORS 190.110 dated August 16, 2016, to deliver the Project and an Intergovernmental Agreement for Right of Way Services with the Oregon Department of Transportation dated July 24, 2024 (the “ROWSA”) to acquire property for the Project; and

WHEREAS to accomplish the Project set forth above, it is necessary to acquire the interests in the property described in Exhibit A and B attached to this Resolution and incorporated herein.

NOW THEREFORE, the Tualatin Hills Park & Recreation District resolves:

Section 1: The foregoing statements of authority and need are, in fact, the case. The Project for which the property is required and is being acquired are necessary in the public interest, and the same have been planned, designed, located, and will be constructed in a manner that will be most compatible with the greatest public good and the least private injury.

Section 2: The power of eminent domain is hereby exercised with respect to each of the interests in property described in Exhibit A and B to this Resolution. Each is acquired subject to payment of just compensation and subject to procedural requirements of Oregon law.

Section 3: The Oregon Department of Transportation and the Attorney General are authorized and requested under the ROWSA to attempt to agree with the owner and other persons in interest as to the compensation to be paid for each acquisition, and, in the event that no satisfactory agreement can be reached, to commence and prosecute such condemnation proceedings as may be necessary to finally determine just compensation or any other issue appropriate to be determined by a court in connection with the acquisition. This authorization is not intended to expand the jurisdiction of any court to decide matters determined above or determinable by the Board.

The District expressly reserves its jurisdiction to determine the necessity or propriety of any acquisition, its quantity, quality, or locality, and to change or abandon any acquisition.

Approved by the Tualatin Hills Park & Recreation District Board of Directors on the 11th day of September, 2024.

Barbie Minor, President

Alfredo Moreno, Secretary

ATTEST:

Lindsay Lambert, Recording Secretary

August 15, 2024

Parcel 1 – Permanent Easement for Trail Right of Way Purposes

A parcel of land lying in the NE¼ of Section 08, Township 1 South, Range 1 West, W.M., Washington County, Oregon, and being a portion of that property described in that Bargain and Sale Deed to Tri-County Metropolitan Transportation District of Oregon, recorded January 9, 1995 as Microfilm Document No. 95-002048 of Washington County Book of Records;

said parcel being that portion of said property lying Southwesterly of the following described line:

Beginning at a point opposite and 60.23 feet Southwesterly of Engineer's Station 490+94.85 on the center line of Trimet Westside Light Rail; thence Northeasterly in a straight line to Engineer's Station 490+94.85 on said center line; thence Southeasterly in a straight line to Engineer's Station 498+82.50 on said center line; thence Southeasterly in a straight line to a point opposite and 30.00 feet Southwesterly of Engineer's Station 499+07.00 on said center line.

The center line of Trimet Westside Light Rail is described as follows.

Beginning at Engineer's center line Station 486+53.36, said station being South 74°48'50" East 1832.80 feet from the Northwest Corner of Section 8, Township 1 South, Range 1 West, W.M.; thence South 48° 18' 09" East 100.00 feet; thence on a spiral curve left (the long chord of which bears South 48° 29' 36" East 100.00 feet) 100.00 feet; thence on a 5000.00 foot radius curve left (the long chord of which bears South 50° 11' 40" East 230.20 feet) 230.22 feet; thence on a spiral curve left (the long chord of which bears South 51° 53' 44" East 100.00 feet) 100.00 feet; thence South 52° 05' 11" East 2825.19 feet to Engineer's center line station 520+08.76 and the end of this description.

EXCEPTING therefrom that portion of said property lying Southwesterly of the following described line:

Beginning at a point opposite and 60.00 feet Southwesterly of Engineer's Station 492+12.75 on the center line of Trimet Westside Light Rail; thence Northeasterly in a straight line to a point opposite and 28.00 feet Southwesterly of Engineer's Station 492+12.75 on said center line; thence Southeasterly in a straight line to a point opposite and 28.00 feet Southwesterly of Engineer's Station 498+20.40 on said center line; thence Southeasterly in a straight line to a point opposite and 30.00 feet Southwesterly of Engineer's Station 498+25.64 on said center line.

August 15, 2024

Bearings of this description are based on the Oregon Coordinate Reference System, Portland Zone, NAD83 (2011), EPOCH 2010.00.

This parcel of land contains 26,341 square feet, more or less.

Parcel 2 – Permanent Easement for Trail Right of Way Purposes

A parcel of land lying in the NE¼ of Section 08, Township 1 South, Range 1 West, W.M., Washington County, Oregon, and being a portion of that property described in that Bargain and Sale Deed to Tri-County Metropolitan Transportation District of Oregon, recorded January 9, 1995 as Microfilm Document No. 95-002048 of Washington County Book of Records; said parcel being that portion of said property lying Southwesterly of the following described line:

Beginning at a point opposite and 30.00 feet Southwesterly of Engineer's Station 499+53.30 on the center line of Trimet Westside Light Rail; thence Northeasterly in a straight line to a point opposite and 21.70 feet Southwesterly of Engineer's Station 499+53.30 on said center line; thence Easterly in a straight line to Engineer's Station 499+82.64 on said center line; thence Southeasterly in a straight line to Engineer's Station 506+45.75 on said center line; thence Northeasterly in a straight line to a point opposite and 30.00 feet Northeasterly of Engineer's Station 506+45.75 on said center line; thence Southeasterly in a straight line to a point opposite and 30.00 feet Northeasterly of Engineer's Station 506+64.75 on said center line; thence Southwesterly in a straight line to a point opposite and 4.00 feet Southwesterly of Engineer's Station 506+64.75 on said center line; thence Southeasterly in a straight line to a point opposite and 4.00 feet Southwesterly of Engineer's Station 507+01.70 on said center line; thence Southerly in a straight line to a point opposite and 30.00 feet Southwesterly of Engineer's Station 507+16.00 on said center line;

EXCEPTING therefrom said parcel that portion of said property lying Southwesterly of the following described line:

Beginning at a point opposite and 28.00 feet Southwesterly of Engineer's Station 499+93.41 on the center line of Trimet Westside Light Rail; thence Southeasterly in a straight line to a point opposite and 28.00 feet Southwesterly of Engineer's Station 506+00.80 on said center line.

The center line of Trimet Westside Light Rail is described in Parcel 1.

This parcel of land contains 21,527 square feet, more or less.

August 15, 2024

Parcel 3 – Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)

A parcel of land lying in the NE $\frac{1}{4}$ of Section 08, Township 1 South, Range 1 West, W.M., Washington County, Oregon, and being a portion of that property described in that Bargain and Sale Deed to Tri-County Metropolitan Transportation District of Oregon, recorded January 9, 1995 as Microfilm Document No. 95-002048 of Washington County Book of Records; said parcel being that portion of said property lying between lines at right angles to the center line of the Trimet Westside Light Rail at Engineer's Station 492+30.45 and 498+39.50 and included in a strip of land 5.20 feet in width, lying on the Northeasterly side of center line of Trimet Westside Light Rail, which center line is described in Parcel 1.

This parcel of land contains 3,167 square feet, more or less.

Parcel 4 – Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)

A parcel of land lying in the NE $\frac{1}{4}$ of Section 08, Township 1 South, Range 1 West, W.M., Washington County, Oregon, and being a portion of that property described in that Bargain and Sale Deed to Tri-County Metropolitan Transportation District of Oregon, recorded January 9, 1995 as Microfilm Document No. 95-002048 of Washington County Book of Records; said parcel being that portion of said property lying Southwesterly of the following described line:

Beginning at a point opposite and 30.00 feet Southwesterly of Engineer's Station 499+46.32 on the center line of Trimet Westside Light Rail; thence Northeasterly in a straight line to a point opposite and 20.66 feet Southwesterly of Engineer's Station 499+46.32 on said center line; thence Easterly in a straight line to a point opposite and 5.00 feet Northeasterly of Engineer's Station 499+80.99 on said center line; thence Southeasterly in a straight line to a point opposite and 5.00 feet Northeasterly of Engineer's Station 506+40.74 on said center line; thence Northeasterly in a straight line to a point opposite and 30.00 feet Northeasterly of Engineer's Station 506+40.74 on said center line; thence Southeasterly in a straight line to a point opposite and 30.00 feet Northeasterly of Engineer's Station 506+45.75 on said center line.

The center line of Trimet Westside Light Rail is described in Parcel 1.

EXCEPTING therefrom Parcel 2.

ALSO EXCEPTING therefrom said parcel being that portion of said property lying Southwesterly of the following described line:

August 15, 2024

Beginning at a point opposite and 28.00 feet Southwesterly of Engineer's Station 499+93.41 on the center line of Trimet Westside Light Rail; thence Southeasterly in a straight line to a point opposite and 28.00 feet Southwesterly of Engineer's Station 506+00.80 on said center line.

The center line of Trimet Westside Light Rail is described in Parcel 1

This parcel of land contains 3,717 square feet, more or less.

Parcel 5 – Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)

A parcel of land lying in the NE¼ of Section 08, Township 1 South, Range 1 West, W.M., Washington County, Oregon, and being a portion of that property described in that Bargain and Sale Deed to Tri-County Metropolitan Transportation District of Oregon, recorded January 9, 1995 as Microfilm Document No. 95-002048 of Washington County Book of Records; said parcel being that portion of said property included in a strip of land 35.00 feet in width lying between lines at right angles to the center line of the Trimet Westside Light Rail at Engineer's Station 506+64.75 and 507+19.16 and included in a strip of land 35.00 feet in width lying 5.00 feet on the Northeasterly Side of center line and 30.00 feet on the Southwesterly side of center line of Trimet Westside Light Rail, which center line is described in Parcel 1.

Excepting therefrom Parcel 2.

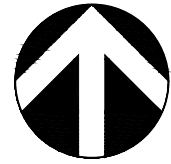
This parcel of land contains 760 square feet, more or less.



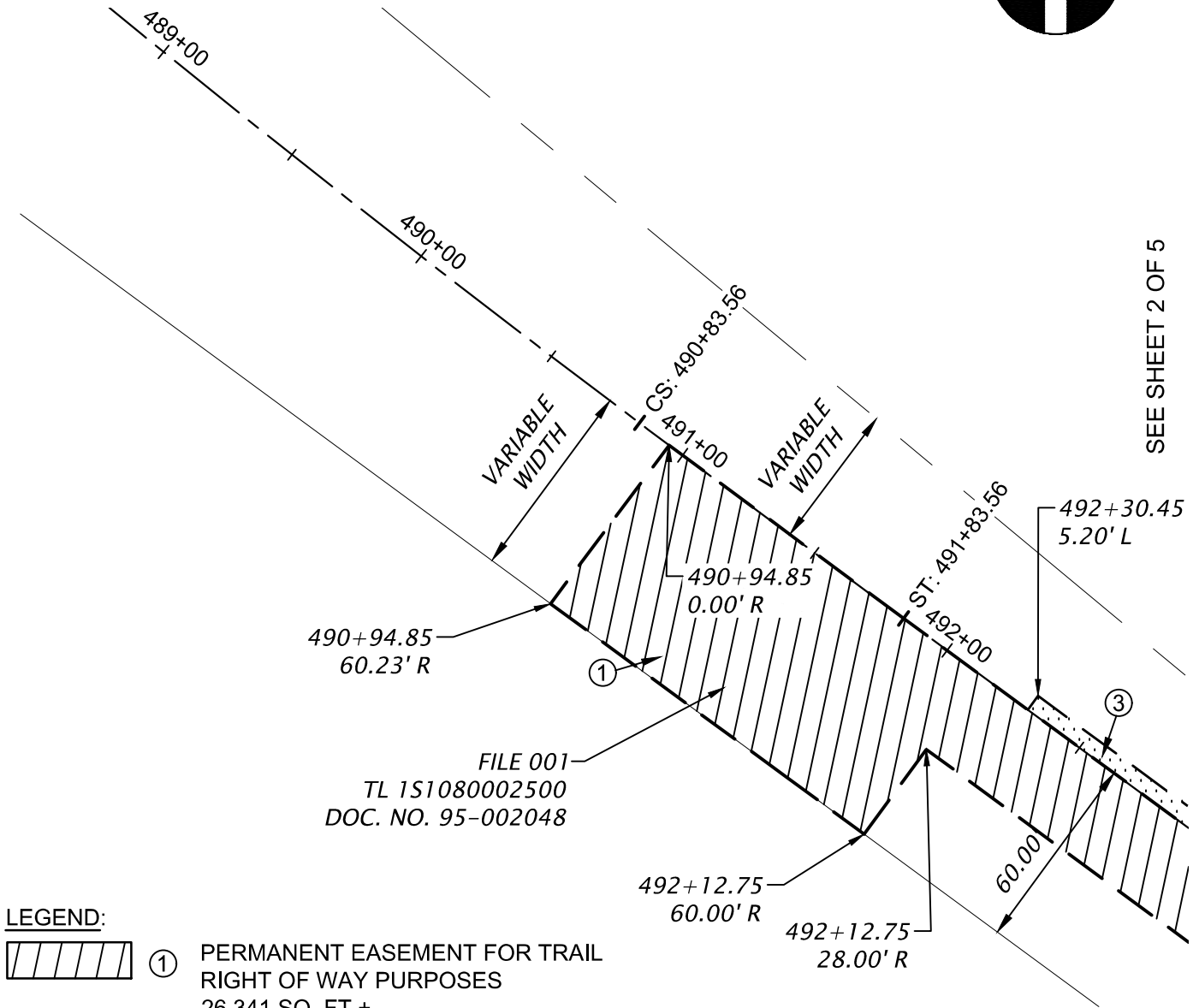
RENEWS: 6/30/2026

EXHIBIT "B"
NE 1/4 SEC. 8, T. 1 S., R 1 W., W.M.



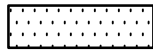
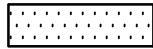
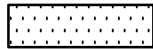
SHEET 1 OF 5

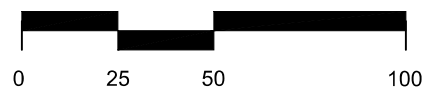


SEE SHEET 2 OF 5



LEGEND:

-  ① PERMANENT EASEMENT FOR TRAIL RIGHT OF WAY PURPOSES
26,341 SQ. FT.±
-  ② PERMANENT EASEMENT FOR TRAIL RIGHT OF WAY PURPOSES
21,527 SQ. FT.±
-  ③ TEMPORARY EASEMENT FOR WORK AREA
3,167 SQ. FT.±
-  ④ TEMPORARY EASEMENT FOR WORK AREA
3,717 SQ. FT.±
-  ⑤ TEMPORARY EASEMENT FOR WORK AREA
760 SQ. FT.±



BEAVERTON CREEK TRAIL

FILE NO: 10004001	SUBMITTAL DATE: 8/15/2024	REV'D:
TAX LOT: 0002500	ADDRESS: NO SITUS ADDRESS	
TAX MAP: 1S108		

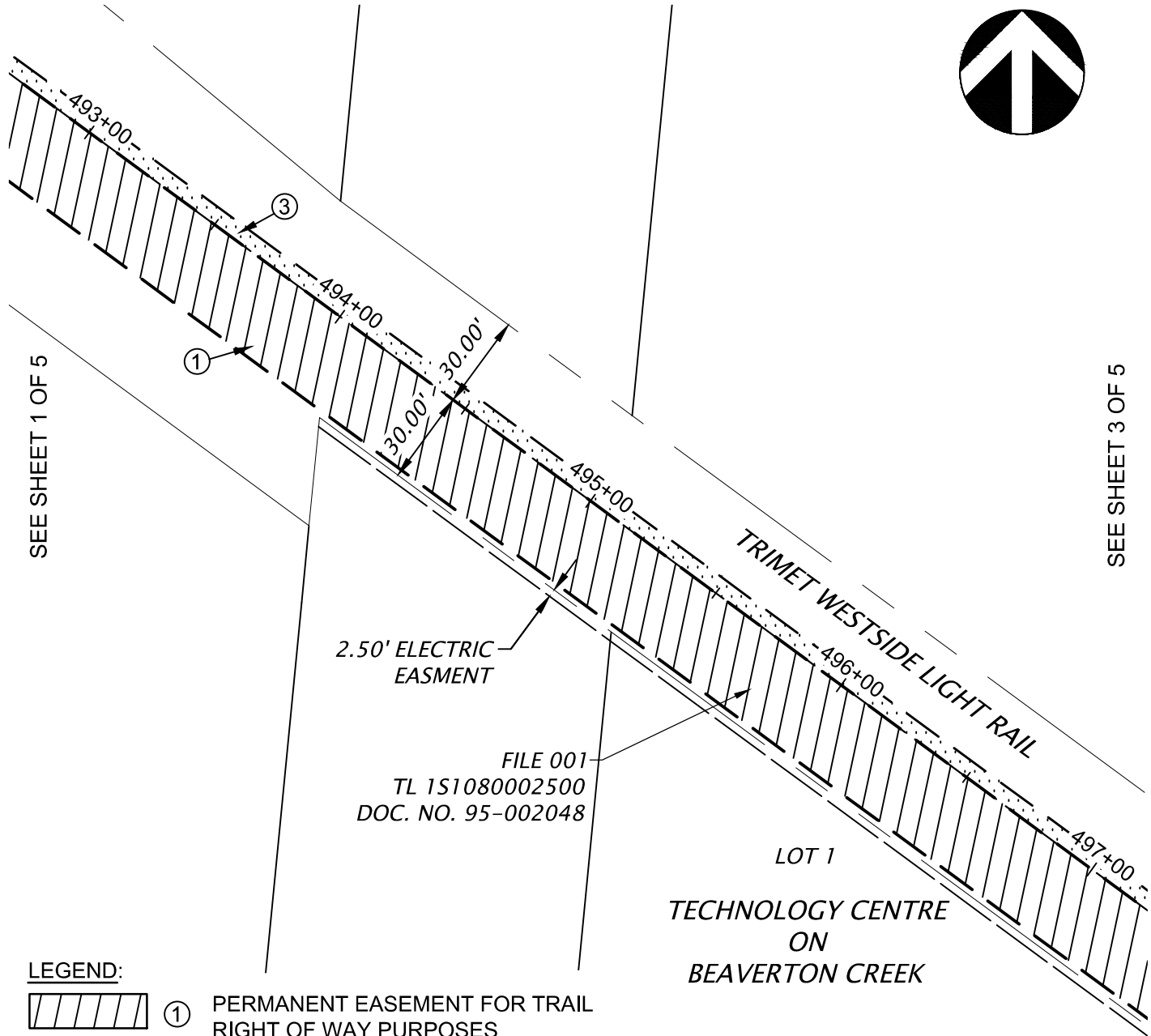
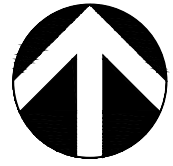


DAVID EVANS
AND ASSOCIATES INC.

2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

EXHIBIT "B"

NE 1/4 SEC. 8, T. 1 S., R 1 W., W.M.



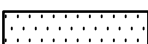
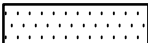



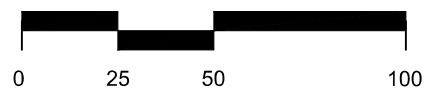
2.50' ELECTRIC EASEMENT

FILE 001
TL 1S1080002500
DOC. NO. 95-002048

LOT 1
TECHNOLOGY CENTRE
ON
BEAVERTON CREEK

LEGEND:

-  ① PERMANENT EASEMENT FOR TRAIL RIGHT OF WAY PURPOSES
26,341 SQ. FT.±
-  ② PERMANENT EASEMENT FOR TRAIL RIGHT OF WAY PURPOSES
21,527 SQ. FT.±
-  ③ TEMPORARY EASEMENT FOR WORK AREA
3,167 SQ. FT.±
-  ④ TEMPORARY EASEMENT FOR WORK AREA
3,717 SQ. FT.±
-  ⑤ TEMPORARY EASEMENT FOR WORK AREA
760 SQ. FT.±



BEAVERTON CREEK TRAIL

FILE NO: 10004001	SUBMITTAL DATE: 8/15/2024	REV'D:
TAX LOT: 0002500	ADDRESS: NO SITUS ADDRESS	
TAX MAP: 1S108		

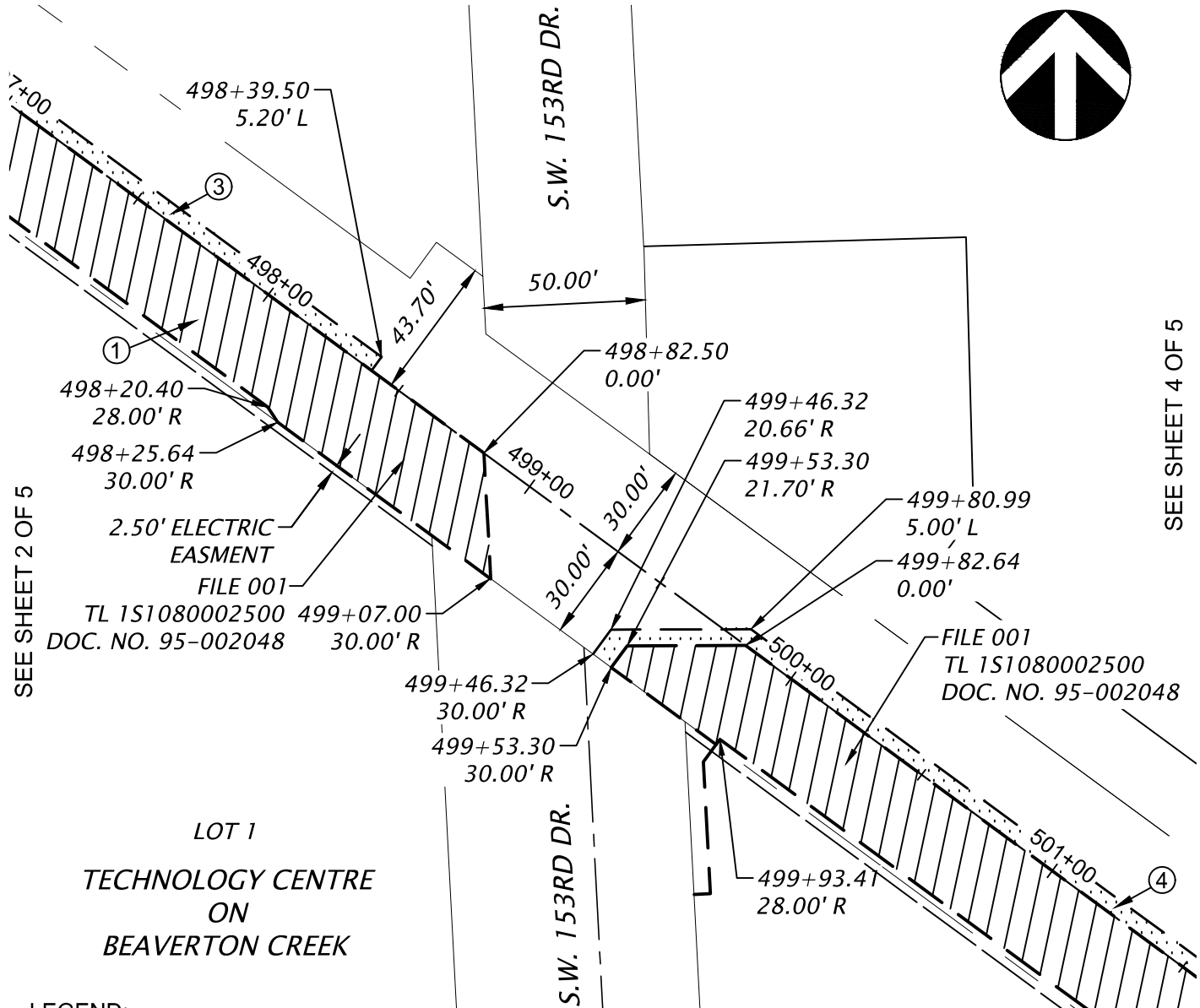
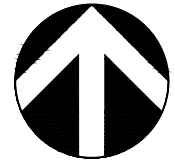


DAVID EVANS AND ASSOCIATES INC.

2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663



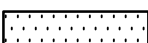


EXHIBIT "B"

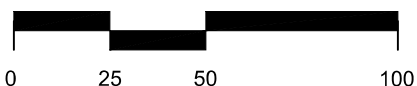
NE 1/4 SEC. 8, T. 1 S., R 1 W., W.M.



SEE SHEET 4 OF 5

LEGEND:

-  ① PERMANENT EASEMENT FOR TRAIL RIGHT OF WAY PURPOSES
26,341 SQ. FT.±
-  ② PERMANENT EASEMENT FOR TRAIL RIGHT OF WAY PURPOSES
21,527 SQ. FT.±
-  ③ TEMPORARY EASEMENT FOR WORK AREA
3,167 SQ. FT.±
-  ④ TEMPORARY EASEMENT FOR WORK AREA
3,717 SQ. FT.±
-  ⑤ TEMPORARY EASEMENT FOR WORK AREA
760 SQ. FT.±

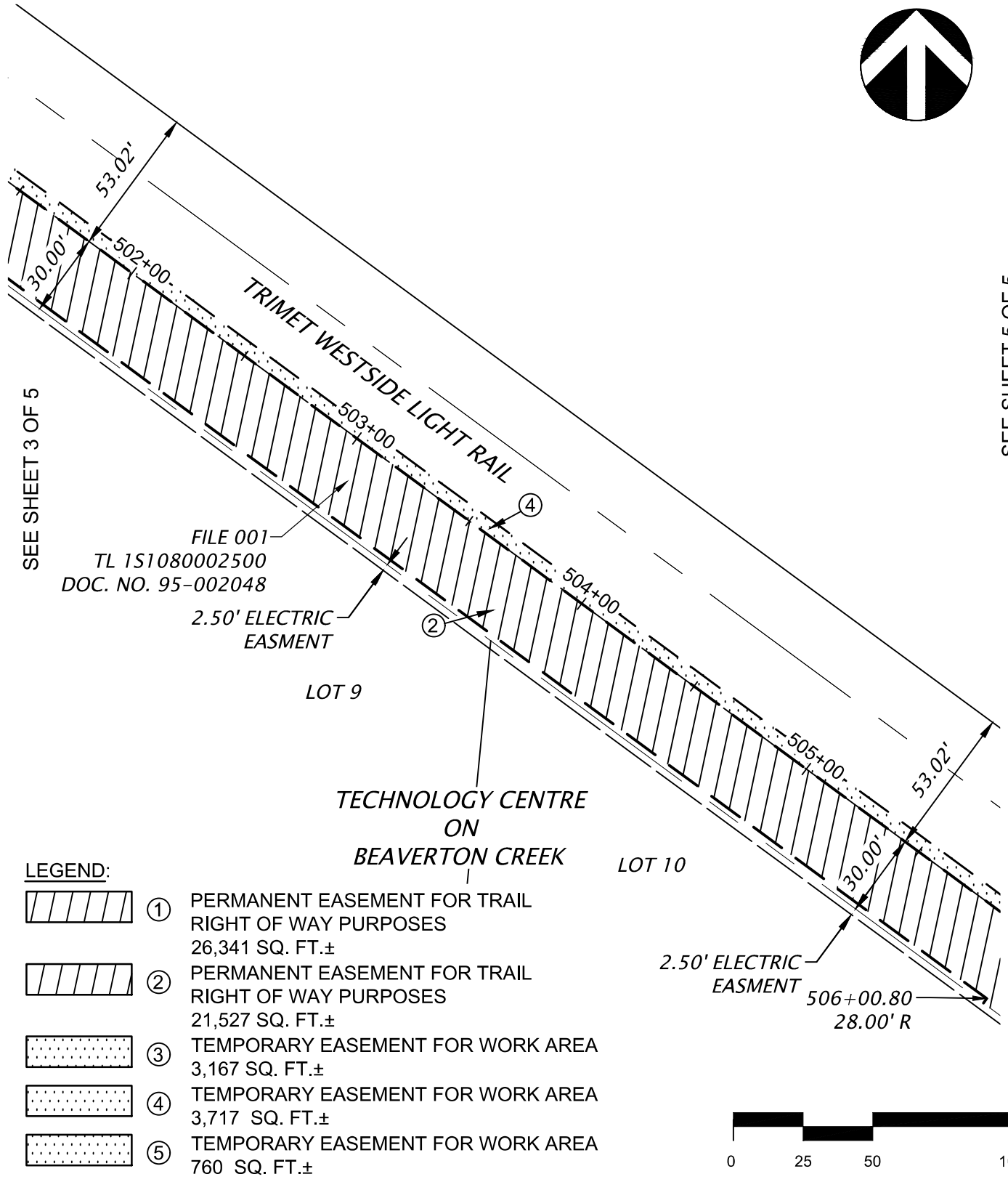
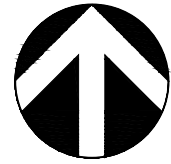


BEAVERTON CREEK TRAIL

FILE NO: 10004001	SUBMITTAL DATE: 8/15/2024	REV'D:
TAX LOT: 0002500	ADDRESS: NO SITUS ADDRESS	
TAX MAP: 1S108		



DAVID EVANS AND ASSOCIATES INC.
2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663



SEE SHEET 3 OF 5

SEE SHEET 5 OF 5

FILE 001
TL 1S1080002500
DOC. NO. 95-002048

2.50' ELECTRIC
EASMENT

LOT 9



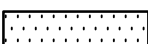
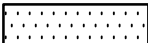

TECHNOLOGY CENTRE
ON
BEAVERTON CREEK

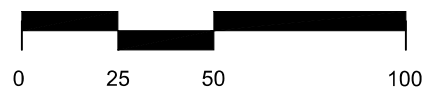
LOT 10

2.50' ELECTRIC
EASMENT

506+00.80
28.00' R

LEGEND:

-  ① PERMANENT EASEMENT FOR TRAIL RIGHT OF WAY PURPOSES
26,341 SQ. FT.±
-  ② PERMANENT EASEMENT FOR TRAIL RIGHT OF WAY PURPOSES
21,527 SQ. FT.±
-  ③ TEMPORARY EASEMENT FOR WORK AREA
3,167 SQ. FT.±
-  ④ TEMPORARY EASEMENT FOR WORK AREA
3,717 SQ. FT.±
-  ⑤ TEMPORARY EASEMENT FOR WORK AREA
760 SQ. FT.±



BEAVERTON CREEK TRAIL

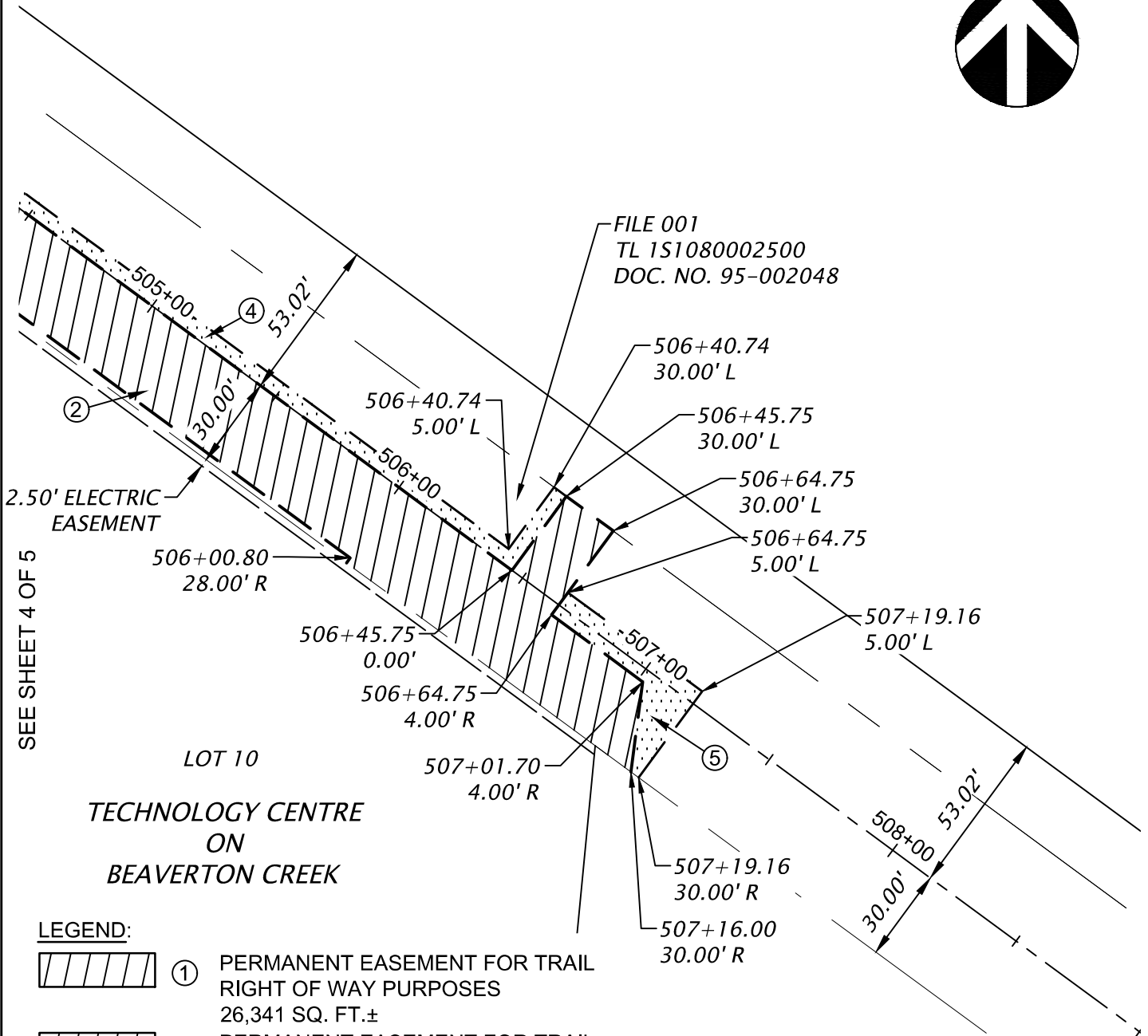
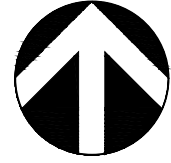
FILE NO: 10004001	SUBMITTAL DATE: 8/15/2024	REV'D:
TAX LOT: 0002500	ADDRESS: NO SITUS ADDRESS	
TAX MAP: 1S108		



DAVID EVANS
AND ASSOCIATES INC.
2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

EXHIBIT "B"
NE 1/4 SEC. 8, T. 1 S., R 1 W., W.M.



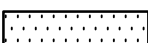
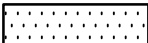

SHEET 5 OF 5



SEE SHEET 4 OF 5

LOT 10
TECHNOLOGY CENTRE
ON
BEAVERTON CREEK

LEGEND:

-  ① PERMANENT EASEMENT FOR TRAIL RIGHT OF WAY PURPOSES
26,341 SQ. FT.±
-  ② PERMANENT EASEMENT FOR TRAIL RIGHT OF WAY PURPOSES
21,527 SQ. FT.±
-  ③ TEMPORARY EASEMENT FOR WORK AREA
3,167 SQ. FT.±
-  ④ TEMPORARY EASEMENT FOR WORK AREA
3,717 SQ. FT.±
-  ⑤ TEMPORARY EASEMENT FOR WORK AREA
760 SQ. FT.±



BEAVERTON CREEK TRAIL

FILE NO: 10004001	SUBMITTAL DATE: 8/15/2024	REV'D:
TAX LOT: 0002500	ADDRESS: NO SITUS ADDRESS	
TAX MAP: 1S108		



DAVID EVANS
AND ASSOCIATES INC.
2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

August 15, 2024

Parcel 1 – Permanent Easement for Trail Right of Way Purposes

A parcel of land lying in Lot 1 of Technology Centre on Beaverton Creek, City of Beaverton, Washington County, Oregon, and being a portion of that property designated as Parcel 1 and described in that Special Warranty Deed to SOP Beaverton Creek V, LLC, a Delaware limited liability company, recorded September 17, 2020, as Document No. 2020-090041 of Washington County Book of Records; said parcel being that portion of said property lying Southeasterly of a line at right angles to the center line of Trimet Westside Light Rail at Engineer’s Station 498+25.64 and included in a strip of land variable in width lying on the Southwesterly side of said center line, a portion of which center line is described as follows:

Beginning at Engineer’s center line Station 486+53.36, said station being South 74°48’50” East 1832.80 feet from the Northwest Corner of Section 8, Township 1 South, Range 1 West, W.M.; thence South 48° 18’ 09” East 100.00 feet; thence on a spiral curve left (the long chord of which bears South 48° 29’ 36” East 100.00 feet) 100.00 feet; thence on a 5000.00 foot radius curve left (the long chord of which bears South 50° 11’ 40” East 230.20 feet) 230.22 feet; thence on a spiral curve left (the long chord of which bears South 51° 53’ 44” East 100.00 feet) 100.00 feet; thence South 52° 05’ 11” East 2825.19 feet to Engineer’s center line station 520+08.76 and the end of this description.

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

Station	to	Station	Width on Southwesterly Side of Center line
498+25.64		499+03.70	30.00’ in a straight line to 59.80’
499+03.70		499+18.50	59.80’ in a straight line to 47.68’

Bearings of this description are based on the Oregon Coordinate Reference System, Portland Zone, NAD83 (2011), EPOCH 2010.00.

EXCEPTING therefrom any portion lying within the existing right of way of Tri County Metropolitan Transportation District of Oregon.

ALSO EXCEPTING therefrom any portion lying within the existing right of way of SW 153rd Drive.

This parcel of land contains 951 square feet, more or less.

August 15, 2024

Parcel 2 – Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)

A parcel of land lying in Lot 1 of Technology Centre on Beaverton Creek, City of Beaverton, Washington County, Oregon, and being a portion of that property designated as Parcel 1 and described in that Special Warranty Deed to SOP Beaverton Creek V, LLC, a Delaware limited liability company, recorded September 17, 2020, as Document No. 2020-090041 of Washington County Book of Records; said parcel being that portion of said property lying Southeasterly of a line at right angles to the center line of Trimet Westside Light Rail at Engineer’s Station 498+11.61 and included in a strip of land variable in width lying on the Southwesterly side of said center line, a portion of 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
498+11.61		499+06.01	30.00’ in a straight line to 66.05’
499+06.01		499+18.50	66.05’ in a straight line to 55.83’

EXCEPTING therefrom Parcel 1

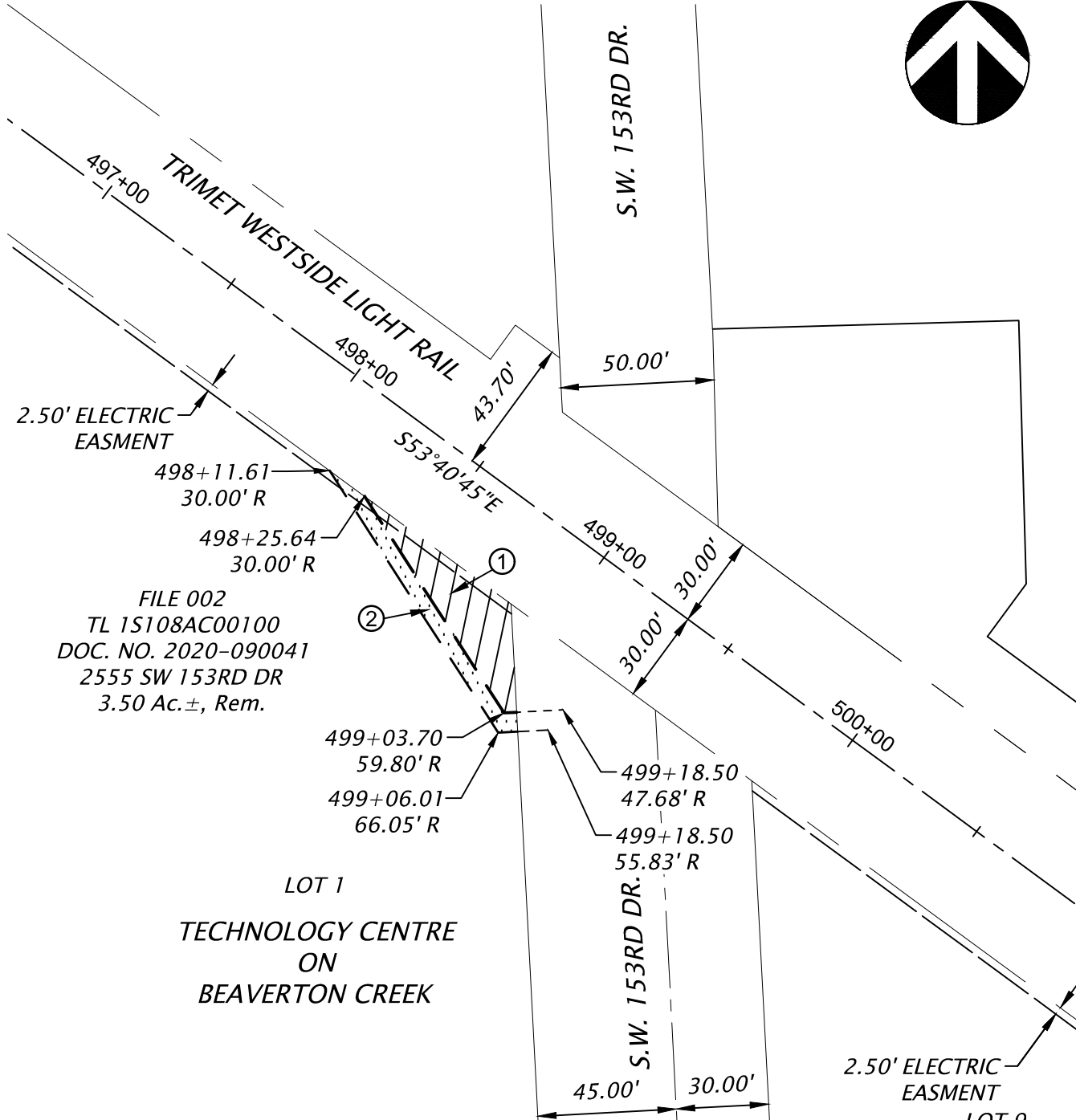
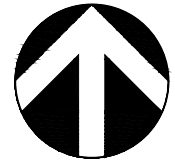
ALSO EXCEPTING therefrom any portion lying within the existing right way of Tri County Metropolitan Transportation District of Oregon

ALSO EXCEPTING therefrom any portion lying within the existing right of way of SW 153rd Drive.

This parcel of land contains 495 square feet, more or less.




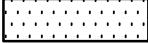
RENEWS: 6/30/2026

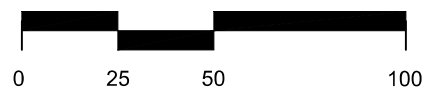


FILE 002
 TL 1S108AC00100
 DOC. NO. 2020-090041
 2555 SW 153RD DR
 3.50 Ac.±, Rem.

LOT 1
 TECHNOLOGY CENTRE
 ON
 BEAVERTON CREEK

LEGEND:

-  ① PERMANENT EASEMENT FOR TRAIL RIGHT OF WAY PURPOSES
951 SQ. FT.±
-  ② TEMPORARY EASEMENT FOR WORK AREA
495 SQ. FT.±



BEAVERTON CREEK TRAIL

FILE NO: 10004002	SUBMITTAL DATE: 8/15/2024	REV'D:
TAX LOT: 00100	ADDRESS: 2555 SW 153rd Dr.	
TAX MAP: 1S108AC		



DAVID EVANS
 AND ASSOCIATES INC.
 2100 S River Parkway, Suite 100
 Portland Oregon 97201
 Phone: 503.223.6663

August 15, 2024

Parcel 1 – Permanent Easement for Trail Right of Way Purposes

A parcel of land lying in Lot 9 of Technology Centre on Beaverton Creek, City of Beaverton, Washington County, Oregon, and being a portion of that property described in that Statutory Special Warranty Deed to SFP6 LLC, an Oregon limited liability company, recorded February 27, 2015, as Document No. 2015-013377 of Washington County Book of Records; said parcel being that portion of said property lying Northwesterly of the following described line:

Beginning at a point opposite and 30.00 feet Southwesterly of Engineer's Station 499+93.41 of the Trimet Westside Light Rail; thence Southwesterly in a straight line to a point opposite and 36.60 feet Southwesterly of Engineer's Station 499+93.41; thence Southerly in a straight line to a point opposite and 68.13 feet Southwesterly of Engineer's Station 500+19.23; thence Westerly in a straight line to a point opposite and 75.00 feet Southwesterly of Engineer's Station 500+10.84

EXCEPTING therefrom any portion lying within the existing right of way of Tri County Metropolitan Transportation District of Oregon.

ALSO EXCEPTING therefrom any portion lying within the existing right of way of SW 153rd Drive.

Bearings of this description are based on the Oregon Coordinate Reference System, Portland Zone, NAD83 (2011), EPOCH 2010.00.

This parcel of land contains 268 square feet, more or less.

The portion of the center line of the Trimet Westside Light Rail is described as follows:

Beginning at Engineer's center line Station 486+53.36, said station being South 74°48'50" East 1832.80 feet from the Northwest Corner of Section 8, Township 1 South, Range 1 West, W.M.; thence South 48° 18' 09" East 100.00 feet; thence on a spiral curve left (the long chord of which bears South 48° 29' 36" East 100.00 feet) 100.00 feet; thence on a 5000.00 foot radius curve left (the long chord of which bears South 50° 11' 40" East 230.20 feet) 230.22 feet; thence on a spiral curve left (the long chord of which bears South 51° 53' 44" East 100.00 feet) 100.00 feet; thence South 52° 05' 11" East 2825.19 feet to Engineer's center line station 520+08.76 and the end of this description.

August 15, 2024

Parcel 2 – Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)

A parcel of land lying in Lot 9 of Technology Centre on Beaverton Creek, City of Beaverton, Washington County, Oregon, and being a portion of that property described in that Statutory Special Warranty Deed to SFP6 LLC, an Oregon limited liability company, recorded February 27, 2015, as Document No. 2015-013377 of Washington County Book of Records; said parcel being that portion of said property lying Northwesterly of the following described line:

Beginning at a point opposite and 30.00 feet Southwesterly of Engineer's Station 499+94.47 of the Trimet Westside Light Rail; thence Southerly in a straight line to a point opposite and 68.83 feet Southwesterly of Engineer's Station 500+26.27; thence Westerly in a straight line to a point opposite and 78.87 feet Southwesterly of Engineer's Station 500+14.00.

EXCEPTING therefrom Parcel 1.

ALSO EXCEPTING therefrom any portion lying within the existing right of way of Tri County Metropolitan Transportation District of Oregon.

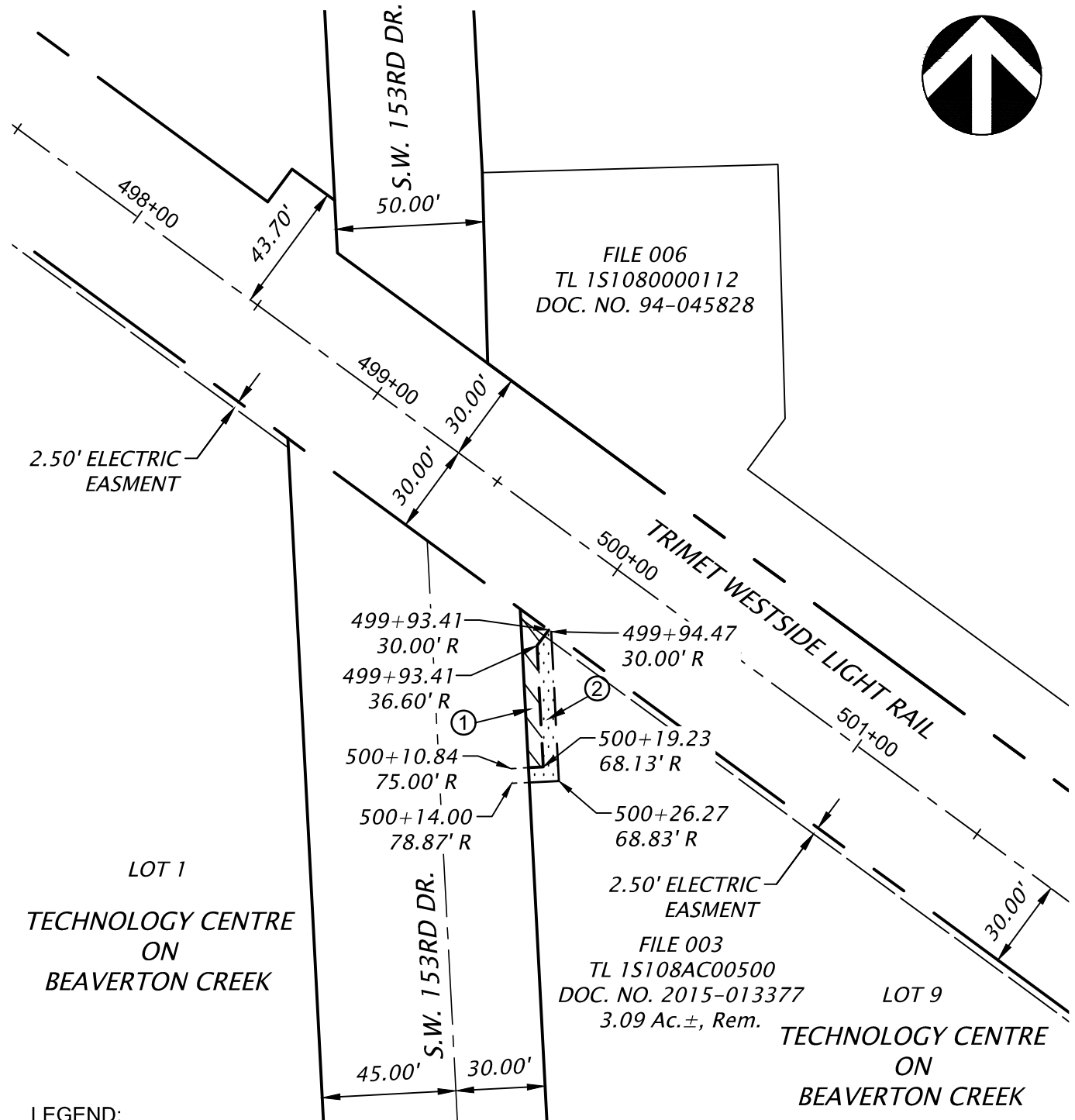
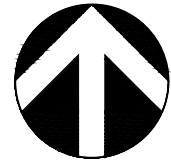
ALSO EXCEPTING therefrom any portion lying within the existing right of way of SW 153rd Drive.

This parcel of land contains 275 square feet, more or less.

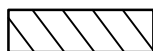

The portion of the center line of the Trimet Westside Light Rail is described in Parcel 1:

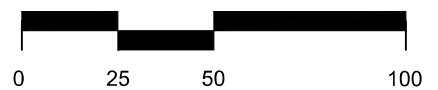


RENEWS: 6/30/2026



LEGEND:

-  ① PERMANENT EASEMENT FOR TRAIL RIGHT OF WAY PURPOSES
275 SQ. FT.±
-  ② TEMPORARY EASEMENT FOR WORK AREA
268 SQ. FT.±



BEAVERTON CREEK TRAIL

FILE NO: 10004003	SUBMITTAL DATE: 8/15/2024	REV'D:
TAX LOT: 00500	ADDRESS: NO SITUS ADDRESS	
TAX MAP: 1S108AC		



DAVID EVANS AND ASSOCIATES INC.

2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

August 15, 2024

Parcel 1 – Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)

A parcel of land lying in Lot 10 of Technology Centre on Beaverton Creek, City of Beaverton, Washington County, Oregon, and described in that Statutory Special Warranty Deed to SFP6 LLC, an Oregon limited liability company, recorded February 27, 2015, as Document No. 2015-013377 of Washington County Book of Records; said parcel being that portion of said property lying between lines at right angles to the center line of the Trimet Westside Light Rail at Engineer's Station 506+00.00 and 507+10.00 and included in a strip of land 38.00 feet in width, lying on the Southwesterly Side of center line of Trimet Westside Light Rail, a portion of which center line is described as follows:

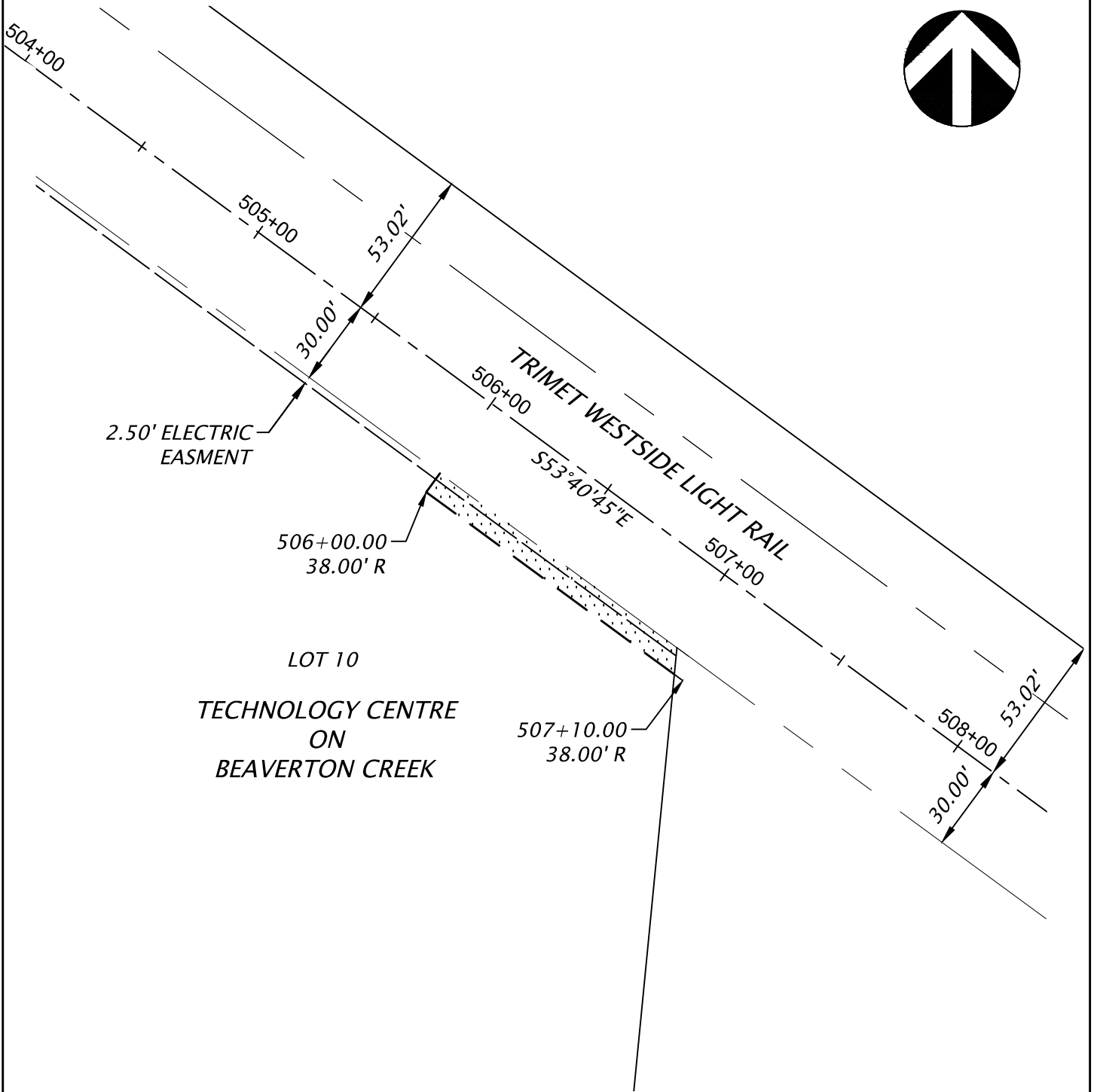
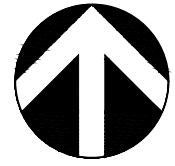
Beginning at Engineer's center line Station 486+53.36, said station being South 74°48'50" East 1832.80 feet from the Northwest Corner of Section 8, Township 1 South, Range 1 West, W.M.; thence South 48° 18' 09" East 100.00 feet; thence on a spiral curve left (the long chord of which bears South 48° 29' 36" East 100.00 feet) 100.00 feet; thence on a 5000.00 foot radius curve left (the long chord of which bears South 50° 11' 40" East 230.20 feet) 230.22 feet; thence on a spiral curve left (the long chord of which bears South 51° 53' 44" East 100.00 feet) 100.00 feet; thence South 52° 05' 11" East 2825.19 feet to Engineer's center line station 520+08.76 and the end of this description.

Bearings are based on the Oregon Coordinate Reference System, Portland Zone, NAD83 (2011), EPOCH 2010.00.

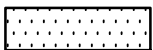
This parcel of land contains 832 square feet, more or less.



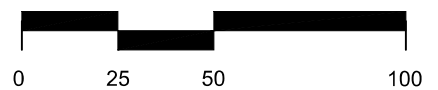
RENEWS: 6/30/2026



LEGEND:



TEMPORARY EASEMENT FOR WORK AREA
832 SQ. FT.±



BEAVERTON CREEK TRAIL

FILE NO: 10004004	SUBMITTAL DATE: 8/15/2024	REV'D:
TAX LOT: 00600	ADDRESS: NO SITUS ADDRESS	
TAX MAP: 1S108AC		



**DAVID EVANS
AND ASSOCIATES INC.**

2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

August 15, 2024

Parcel 1 – Permanent Easement for Trail Right of Way Purposes

A parcel of land lying in the NE¼ of Section 08, Township 1 South, Range 1 West, W.M., Washington County, Oregon, and being a portion of that property described in that Special Warranty Deed – Statutory Form to Nike, Inc., an Oregon corporation, recorded July 6, 1995 as Microfilm Document No. 95-046655 of Washington County Book of Records; said parcel being that portion of said property lying Southeasterly of a line at right angles to the center line of Trimet Westside Light Rail at Engineer’s Station 506+45.75 and included in a strip of land variable in width lying on the Northeasterly side of said center line, a portion of which center line is described as follows:

Beginning at Engineer’s center line Station 486+53.36, said station being South 74°48’50” East 1832.80 feet from the Northwest Corner of Section 8, Township 1 South, Range 1 West, W.M.; thence South 48° 18’ 09” East 100.00 feet; thence on a spiral curve left (the long chord of which bears South 48° 29’ 36” East 100.00 feet) 100.00 feet; thence on a 5000.00 foot radius curve left (the long chord of which bears South 50° 11’ 40” East 230.20 feet) 230.22 feet; thence on a spiral curve left (the long chord of which bears South 51° 53’ 44” East 100.00 feet) 100.00 feet; thence South 52° 05’ 11” East 2825.19 feet to Engineer’s center line station 520+08.76 and the end of this description.

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

Station	to	Station	Width on Northeasterly Side of Center line
506+45.75		507+32.85	75.02’
507+32.85		508+69.74	88.02’
508+69.74		509+38.79	75.02’
509+38.79		510+26.77	88.02’
510+26.77		511+33.37	73.02’
511+33.37		513+16.80	67.02’
513+16.80		514+47.64	75.02’
514+47.64		515+30.73	80.02’
515+30.73		515+64.79	65.02’

Bearings of the above descriptions are based on the Oregon Coordinate Reference System, Portland Zone, NAD83 (2011), EPOCH 2010.00.

This parcel of land contains 21,537 square feet, more or less.

August 15, 2024

Parcel 2 – Permanent Easement for Trail Right of Way Purposes

A parcel of land lying in the NE¼ of Section 08, Township 1 South, Range 1 West, W.M., Washington County, Oregon, and being a portion of that property described in that Special Warranty Deed – Statutory Form to Nike, Inc., an Oregon corporation, recorded July 6, 1995 as Microfilm Document No. 95-046655 of Washington County Book of Records; said parcel being that portion of said property lying between lines at right angles to the center line of the Trimet Westside Light Rail at Engineer’s Station 516+43.19 and 518+60.00 and included in a strip of land 76.02 feet in width, lying on the Northeasterly side of center line of Trimet Westside Light Rail a portion of which center line is described in Parcel 1.

EXCEPTING therefrom any portion lying within the existing right of way of SW Murray Boulevard (County Road 2065).

This parcel of land contains 4,733 square feet, more or less.

Parcel 3 – Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)

A parcel of land lying in the NE¼ of Section 08, Township 1 South, Range 1 West, W.M., Washington County, Oregon, and being a portion of that property described in that Special Warranty Deed – Statutory Form to Nike, Inc., an Oregon corporation, recorded July 6, 1995 as Microfilm Document No. 95-046655 of Washington County Book of Records; said parcel being that portion of said property lying Southeasterly of a line at right angles to the center line of Trimet Westside Light Rail at Engineer’s Station 506+40.74 and included in a strip of land variable in width lying on the Northeasterly side of said center line, a portion of 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 Northeasterly Side of Center line
506+40.74		507+10.60	80.02'
507+10.60		510+24.49	93.02'
510+24.49		510+48.57	96.02'
510+48.57		515+35.73	85.02'
515+35.73		516+38.19	70.02'
516+38.19		518+44.00	81.02'

EXCEPTING therefrom Parcel 1.

August 15, 2024

ALSO EXCEPTING therefrom any portion lying within the existing right of way of SW Murray Boulevard (County Road 2065).

This parcel of land contains 12,399 square feet, more or less.

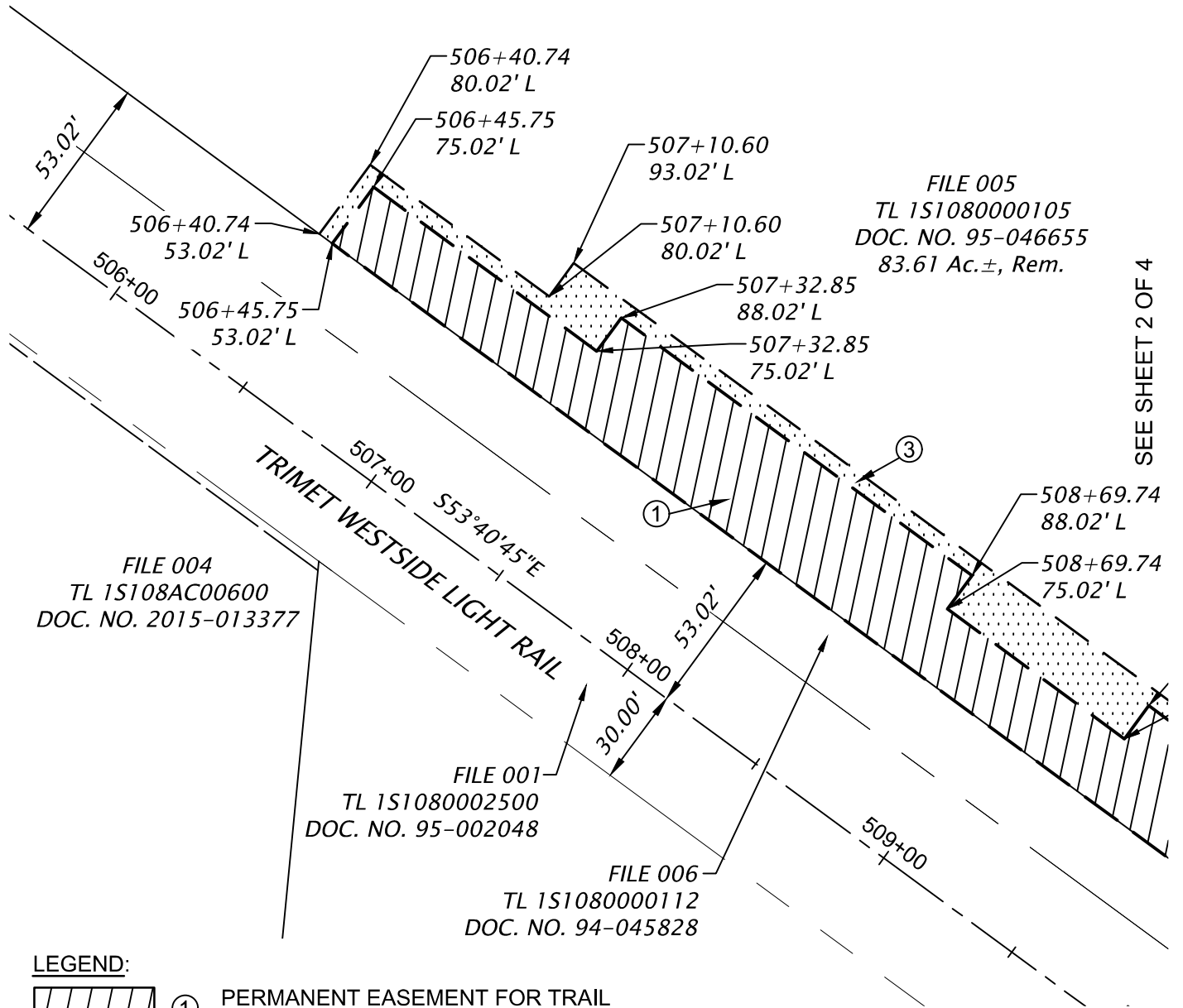
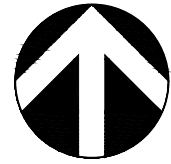
**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

OREGON
MARCH 12, 2019
GORDON M. WILSON
93485

RENEWS: 6/30/2026

EXHIBIT "B"
NE 1/4 SEC. 8, T. 1 S., R 1 E., W.M.

SHEET 1 OF 4



SEE SHEET 2 OF 4



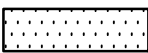
FILE 004
TL 1S108AC00600
DOC. NO. 2015-013377

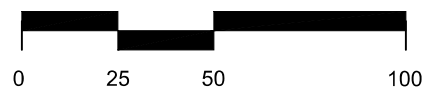
FILE 001
TL 1S1080002500
DOC. NO. 95-002048

FILE 006
TL 1S1080000112
DOC. NO. 94-045828

FILE 005
TL 1S1080000105
DOC. NO. 95-046655
83.61 Ac.±, Rem.

LEGEND:

-  ① PERMANENT EASEMENT FOR TRAIL RIGHT OF WAY PURPOSES
21,537 SQ. FT.±
-  ② PERMANENT EASEMENT FOR TRAIL RIGHT OF WAY PURPOSES
4,733 SQ. FT.±
-  ③ TEMPORARY EASEMENT FOR WORK AREA
12,399 SQ. FT.±



BEAVERTON CREEK TRAIL

FILE NO: 10004005	SUBMITTAL DATE: 8/15/2024	REV'D:
TAX LOT: 0000105	ADDRESS: NO SITUS ADDRESS	
TAX MAP: 1S108		



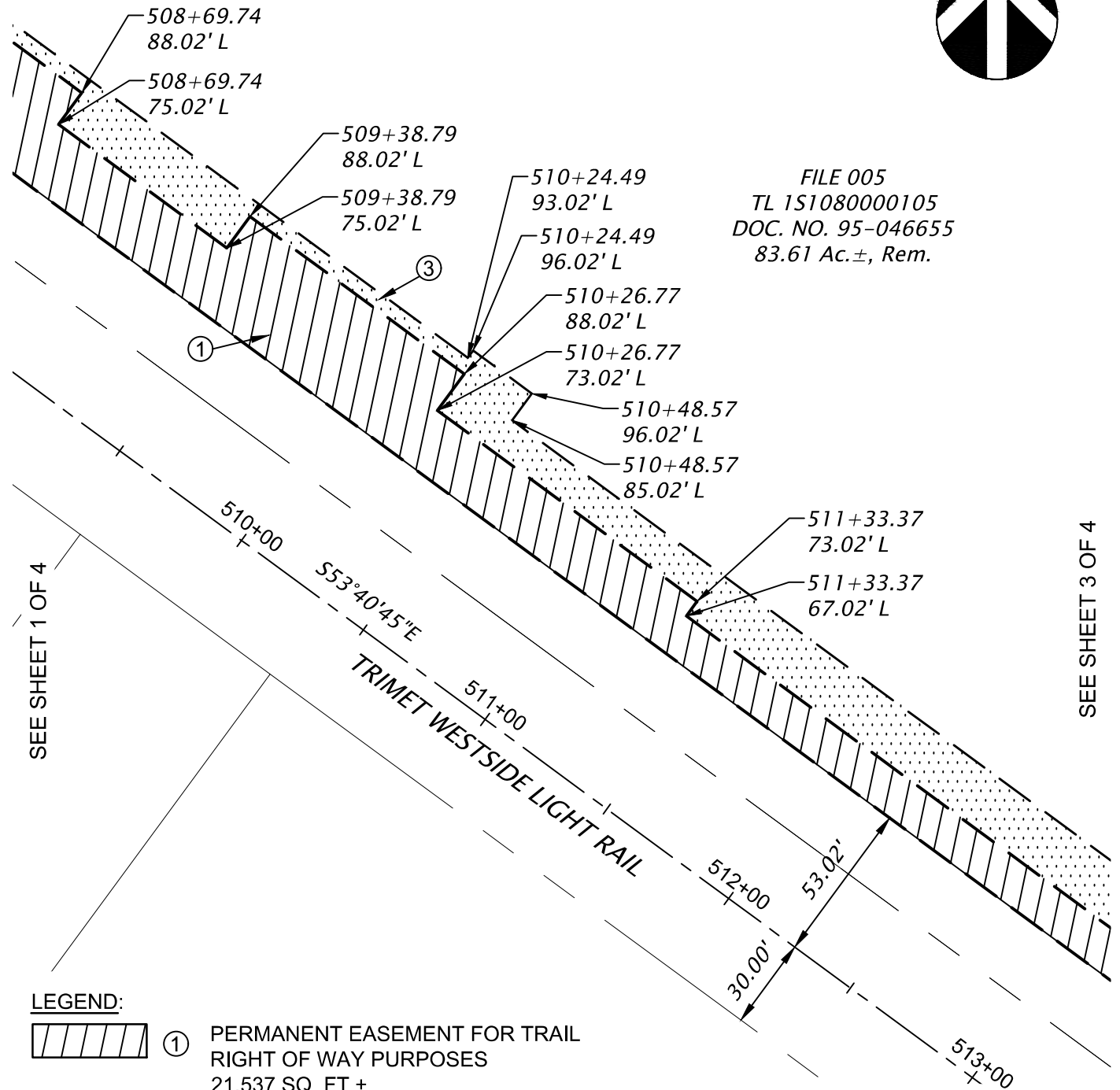
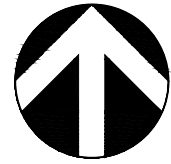
DAVID EVANS
AND ASSOCIATES INC.

2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

EXHIBIT "B"



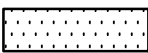
SHEET 2 OF 4

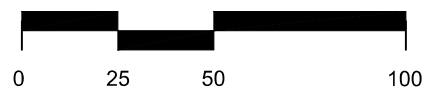
NE 1/4 SEC. 8, T. 1 S., R 1 E., W.M.



FILE 005
 TL 1S1080000105
 DOC. NO. 95-046655
 83.61 Ac.±, Rem.

LEGEND:

-  ① PERMANENT EASEMENT FOR TRAIL RIGHT OF WAY PURPOSES
21,537 SQ. FT.±
-  ② PERMANENT EASEMENT FOR TRAIL RIGHT OF WAY PURPOSES
4,733 SQ. FT.±
-  ③ TEMPORARY EASEMENT FOR WORK AREA
12,399 SQ. FT.±



BEAVERTON CREEK TRAIL

FILE NO: 10004005	SUBMITTAL DATE: 8/15/2024	REV'D:
TAX LOT: 0000105	ADDRESS: NO SITUS ADDRESS	
TAX MAP: 1S108		

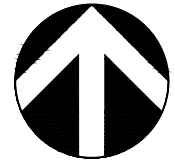


DAVID EVANS AND ASSOCIATES INC.

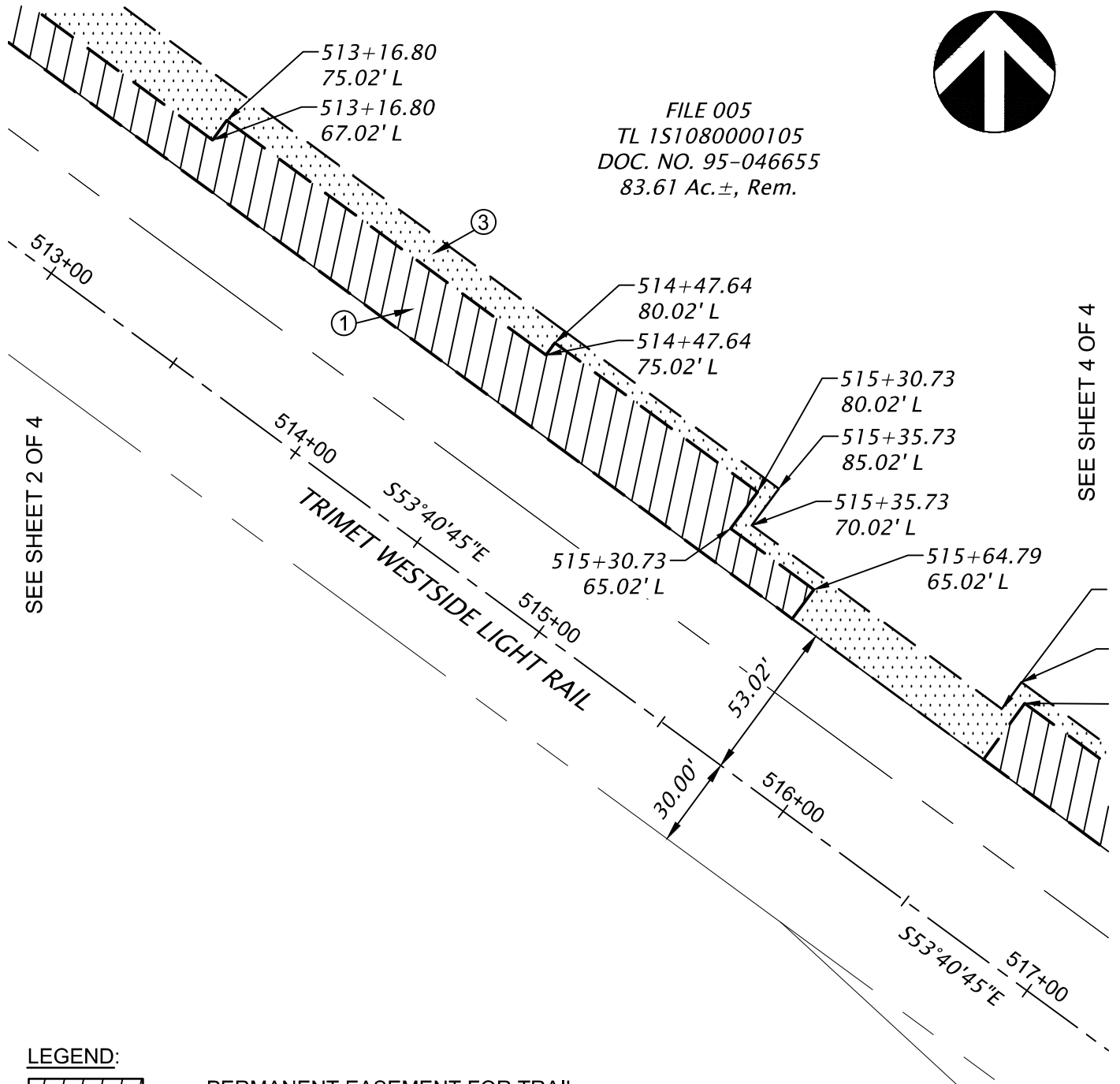
2100 S River Parkway, Suite 100
 Portland Oregon 97201
 Phone: 503.223.6663

EXHIBIT "B"



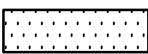
NE 1/4 SEC. 8, T. 1 S., R 1 E., W.M.



FILE 005
 TL 1S1080000105
 DOC. NO. 95-046655
 83.61 Ac.±, Rem.



LEGEND:

-  ① PERMANENT EASEMENT FOR TRAIL RIGHT OF WAY PURPOSES
21,537 SQ. FT.±
-  ② PERMANENT EASEMENT FOR TRAIL RIGHT OF WAY PURPOSES
4,733 SQ. FT.±
-  ③ TEMPORARY EASEMENT FOR WORK AREA
12,399 SQ. FT.±



BEAVERTON CREEK TRAIL

FILE NO: 10004005	SUBMITTAL DATE: 8/15/2024	REV'D:
TAX LOT: 0000105	ADDRESS: NO SITUS ADDRESS	
TAX MAP: 1S108		

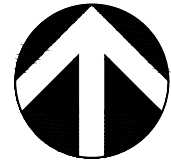


DAVID EVANS AND ASSOCIATES INC.
 2100 S River Parkway, Suite 100
 Portland Oregon 97201
 Phone: 503.223.6663

EXHIBIT "B"

SHEET 4 OF 4

NE 1/4 SEC. 8, T. 1 S., R 1 E., W.M.



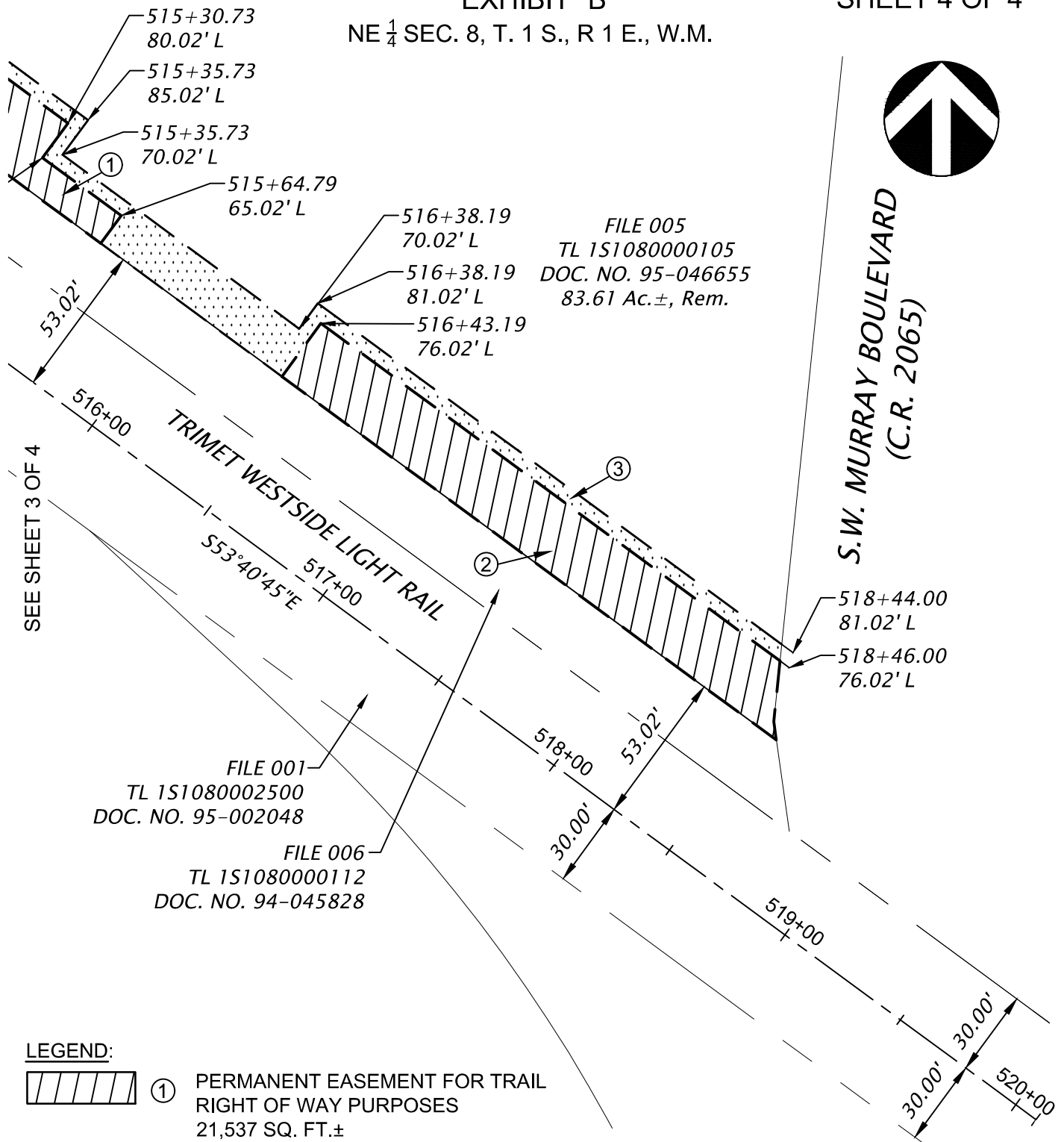
S.W. MURRAY BOULEVARD
(C.R. 2065)

FILE 005
TL 1S1080000105
DOC. NO. 95-046655
83.61 Ac.±, Rem.



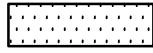
FILE 001
TL 1S1080002500
DOC. NO. 95-002048

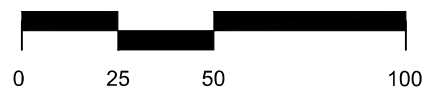
FILE 006
TL 1S1080000112
DOC. NO. 94-045828

SEE SHEET 3 OF 4



LEGEND:

-  ① PERMANENT EASEMENT FOR TRAIL RIGHT OF WAY PURPOSES
21,537 SQ. FT.±
-  ② PERMANENT EASEMENT FOR TRAIL RIGHT OF WAY PURPOSES
4,733 SQ. FT.±
-  ③ TEMPORARY EASEMENT FOR WORK AREA
12,399 SQ. FT.±



BEAVERTON CREEK TRAIL

FILE NO: 10004005	SUBMITTAL DATE: 8/15/2024	REV'D:
TAX LOT: 0000105	ADDRESS: NO SITUS ADDRESS	
TAX MAP: 1S108		



DAVID EVANS
AND ASSOCIATES INC.

2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

August 15, 2024

Parcel 1 – Permanent Easement for Trail Right of Way Purposes

A parcel of land lying in the NE $\frac{1}{4}$ of Section 08, Township 1 South, Range 1 West, W.M., Washington County, Oregon, and being a portion of that property described in that Special Warranty Deed – Statutory Form to Tri County Metropolitan Transportation District of Oregon, recorded May 10, 1994 as Microfilm Document No. 94-045828 of Washington County Book of Records; said parcel being that portion of said property lying Northeasterly of the following described line:

Beginning at a point opposite and 53.02 feet Northeasterly of Engineer's Station 506+45.75 on the center line of the Trimet Westside Light Rail; thence Southwesterly in a straight line to a point opposite and 30.00 feet Northeasterly of Engineer's Station 506+45.75; thence Southeasterly in a straight line to a point opposite and 30.00 feet Northeasterly of Engineer's Station 506+64.75; thence Northeasterly in a straight line to a point opposite and 43.02 feet Northeasterly of Engineer's Station 506+64.75; thence Southeasterly in a straight line to a point opposite and 43.02 feet Northeasterly of Engineer's Station 507+72.10; thence Northeasterly in a straight line to a point opposite and 53.02 feet Northeasterly of Engineer's Station 507+72.10.

The center line of the Trimet Westside Light Rail is described as follows:

Beginning at Engineer's center line Station 486+53.36, said station being South 74°48'50" East 1832.80 feet from the Northwest Corner of Section 8, Township 1 South, Range 1 West, W.M.; thence South 48° 18' 09" East 100.00 feet; thence on a spiral curve left (the long chord of which bears South 48° 29' 36" East 100.00 feet) 100.00 feet; thence on a 5000.00 foot radius curve left (the long chord of which bears South 50° 11' 40" East 230.20 feet) 230.22 feet; thence on a spiral curve left (the long chord of which bears South 51° 53' 44" East 100.00 feet) 100.00 feet; thence South 52° 05' 11" East 2825.19 feet to Engineer's center line station 520+08.76 and the end of this description.

Bearings of the above descriptions are based on the Oregon Coordinate Reference System, Portland Zone, NAD83 (2011), EPOCH 2010.00.

This parcel of land contains 1,511 square feet, more or less.

Parcel 2 – Permanent Easement for Trail Right of Way Purposes

August 15, 2024

A parcel of land lying in the NE $\frac{1}{4}$ of Section 08, Township 1 South, Range 1 West, W.M., Washington County, Oregon, and being a portion of that property described in that Special Warranty Deed – Statutory Form to Tri County Metropolitan Transportation District of Oregon, recorded May 10, 1994 as Microfilm Document No. 94-045828 of Washington County Book of Records; said parcel being that portion of said property lying Northeasterly of the following described line:

Beginning at a point opposite and 53.02 feet Northeasterly of Engineer's Station 508+57.00 on the center line of the Trimet Westside Light Rail; thence Southwesterly in a straight line to a point opposite and 43.02 feet Northeasterly of Engineer's Station 508+57.00; thence Southeasterly in a straight line to a point opposite and 43.02 feet Northeasterly of Engineer's Station 510+15.65; thence Southwesterly in a straight line to a point opposite and 33.02 feet Northeasterly of Engineer's Station 510+15.65; thence Southeasterly in a straight line to a point opposite and 33.02 feet Northeasterly of Engineer's Station 515+03.80; thence Southwesterly in a straight line to a point opposite and 30.00 feet Northeasterly of Engineer's Station 515+03.80; thence Southeasterly in a straight line to a point opposite and 30.00 feet Northeasterly of Engineer's Station 517+37.00; thence Northeasterly in a straight line to a point opposite and 43.02 feet Northeasterly of Engineer's Station 517+37.00; thence Southeasterly in a straight line to a point opposite and 43.02 feet Northeasterly of Engineer's Station 518+80.00.

EXCEPTING therefrom any portion lying within the existing right of way of SW Murray Boulevard (County Road 2065).

This parcel of land contains 17,969 square feet, more or less.

Parcel 3 – Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)

A parcel of land lying in the NE $\frac{1}{4}$ of Section 08, Township 1 South, Range 1 West, W.M., Washington County, Oregon, and being a portion of that property described in that Special Warranty Deed – Statutory Form to Tri County Metropolitan Transportation District of Oregon, recorded May 10, 1994 as Document No. 94-045828 of Washington County Deed Records; said parcel being that portion of said property lying Northeasterly of the following described line:

Beginning at a point opposite and 53.02 feet Northeasterly of Engineer's Station 506+40.74 on the center line of the Trimet Westside Light Rail; thence Southwesterly in a straight line to a point opposite and 30.00 feet Northeasterly of Engineer's Station 506+40.74; thence Southeasterly in a straight line to a point opposite and 30.00 feet Northeasterly of Engineer's Station 506+45.75, which center line is described in Parcel 1.

August 15, 2024

This parcel of land contains 116 square feet, more or less.

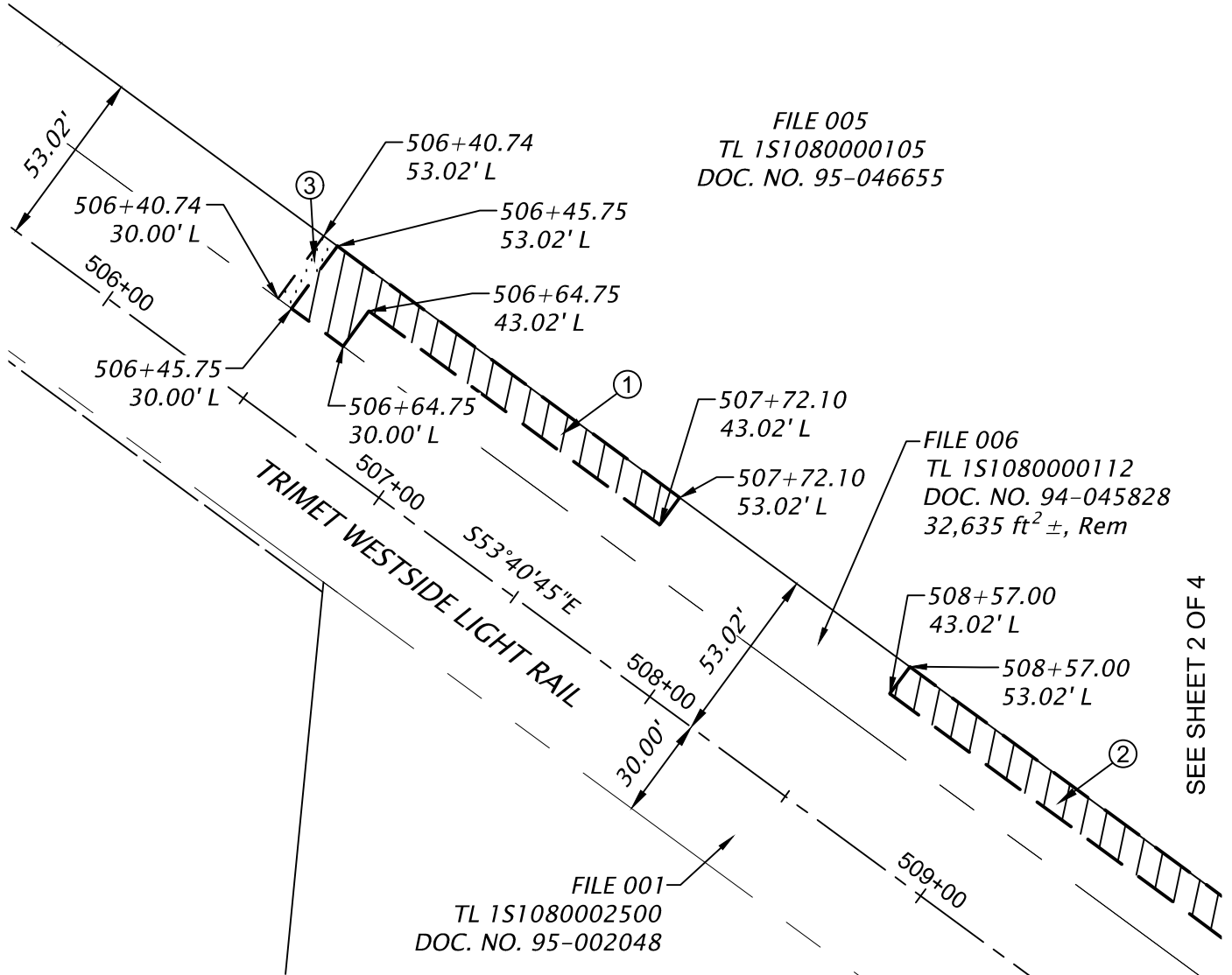
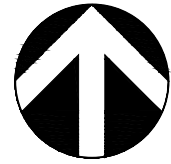
**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

OREGON
MARCH 12, 2019
GORDON M. WILSON
93485




RENEWS: 6/30/2026

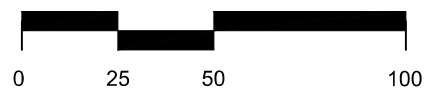
EXHIBIT "B"
NE 1/4 SEC. 8, T. 1 S., R 1 E., W.M.

SHEET 1 OF 4



LEGEND:

-  ① PERMANENT EASEMENT FOR TRAIL RIGHT OF WAY PURPOSES
1,511 SQ. FT.±
-  ② PERMANENT EASEMENT FOR TRAIL RIGHT OF WAY PURPOSES
17,969 SQ. FT.±
-  ③ TEMPORARY EASEMENT FOR WORK AREA
116 SQ. FT.±



BEAVERTON CREEK TRAIL

FILE NO: 10004006	SUBMITTAL DATE: 8/15/2024	REV'D:
TAX LOT: 0000112	ADDRESS: NO SITUS ADDRESS	
TAX MAP: 1S108		

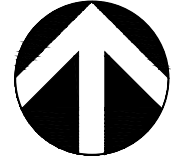


DAVID EVANS
AND ASSOCIATES INC.

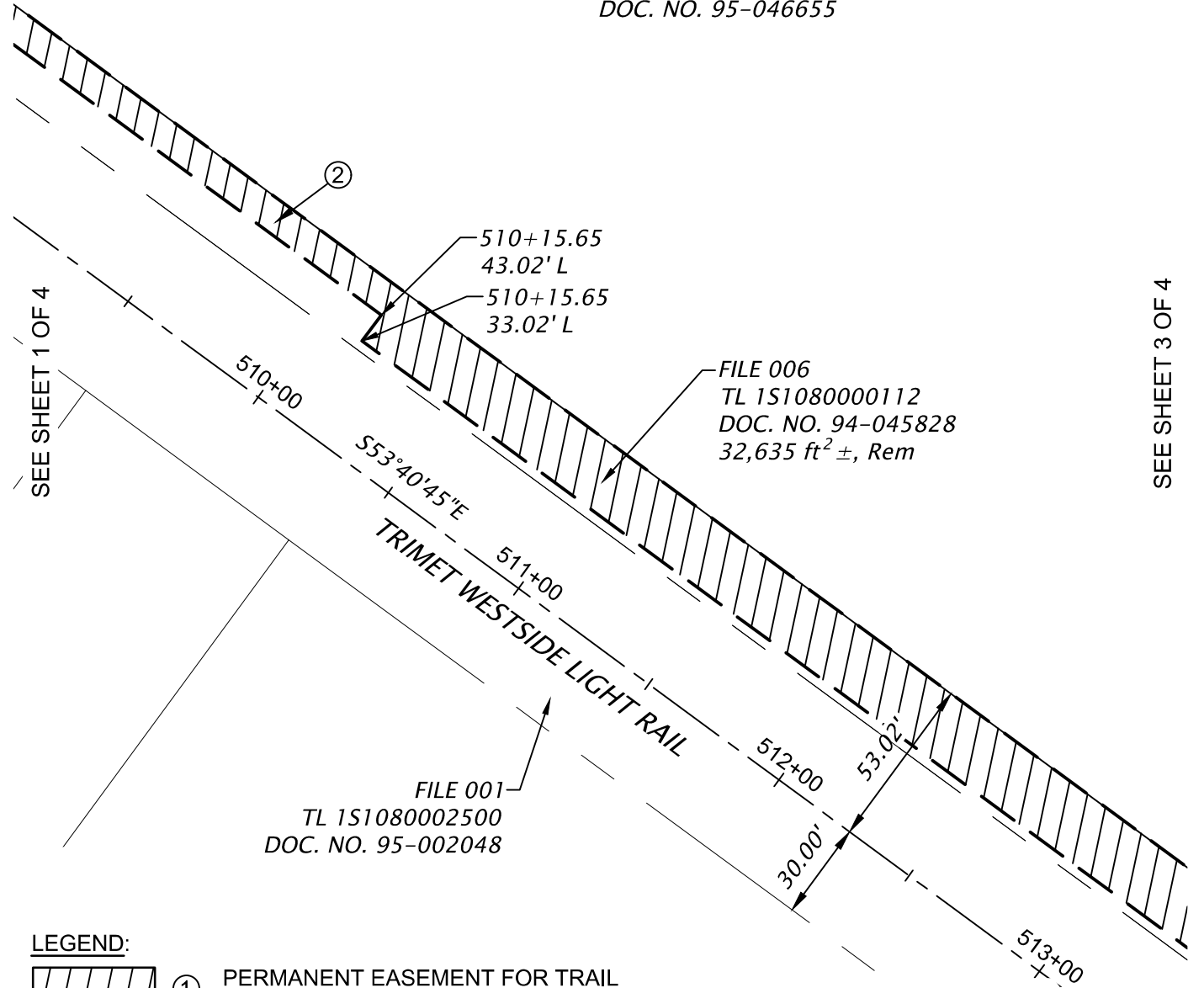
2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

EXHIBIT "B"
NE 1/4 SEC. 8, T. 1 S., R 1 E., W.M.

SHEET 2 OF 4





FILE 005
TL 1S1080000105
DOC. NO. 95-046655

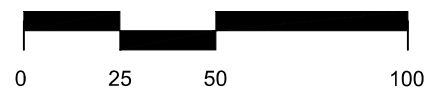


SEE SHEET 1 OF 4

SEE SHEET 3 OF 4

LEGEND:

-  ① PERMANENT EASEMENT FOR TRAIL RIGHT OF WAY PURPOSES
1,511 SQ. FT.±
-  ② PERMANENT EASEMENT FOR TRAIL RIGHT OF WAY PURPOSES
17,969 SQ. FT.±



BEAVERTON CREEK TRAIL

FILE NO: 10004006	SUBMITTAL DATE: 8/15/2024	REV'D:
TAX LOT: 0000112	ADDRESS: NO SITUS ADDRESS	
TAX MAP: 1S108		

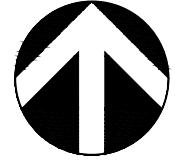


DAVID EVANS
AND ASSOCIATES INC.

2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

EXHIBIT "B"

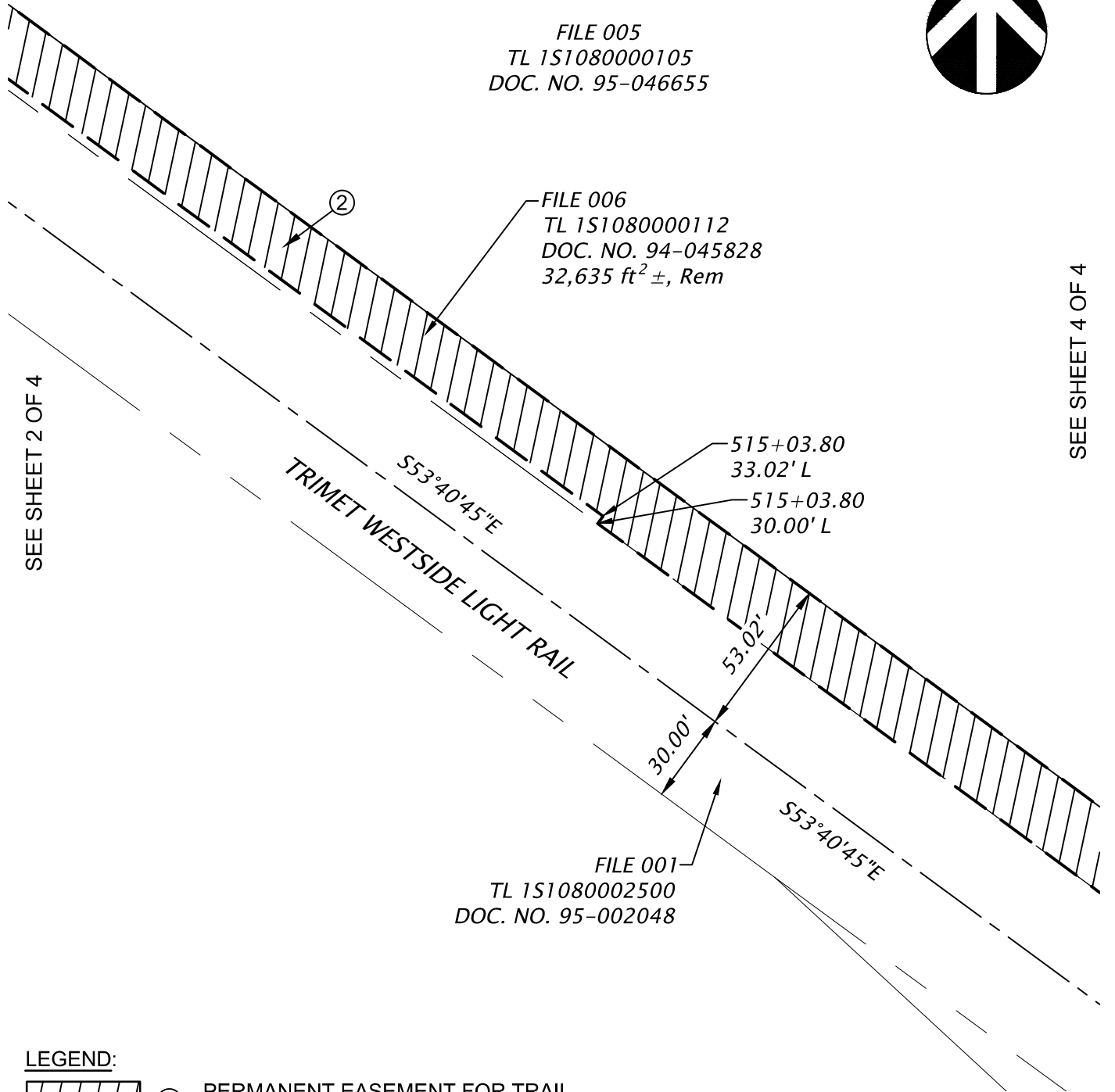
NE 1/4 SEC. 8, T. 1 S., R 1 E., W.M.



FILE 005
TL 1S1080000105
DOC. NO. 95-046655

FILE 006
TL 1S1080000112
DOC. NO. 94-045828
32,635 ft² ±, Rem



FILE 001
TL 1S10800002500
DOC. NO. 95-002048

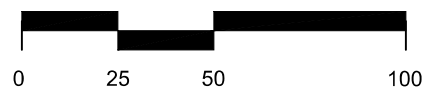


SEE SHEET 2 OF 4

SEE SHEET 4 OF 4

LEGEND:

-  ① PERMANENT EASEMENT FOR TRAIL RIGHT OF WAY PURPOSES
1,511 SQ. FT.±
-  ② PERMANENT EASEMENT FOR TRAIL RIGHT OF WAY PURPOSES
17,969 SQ. FT.±



BEAVERTON CREEK TRAIL

FILE NO: 10004006	SUBMITTAL DATE: 8/15/2024	REV'D:
TAX LOT: 0000112	ADDRESS: NO SITUS ADDRESS	
TAX MAP: 1S108		

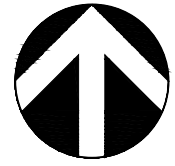


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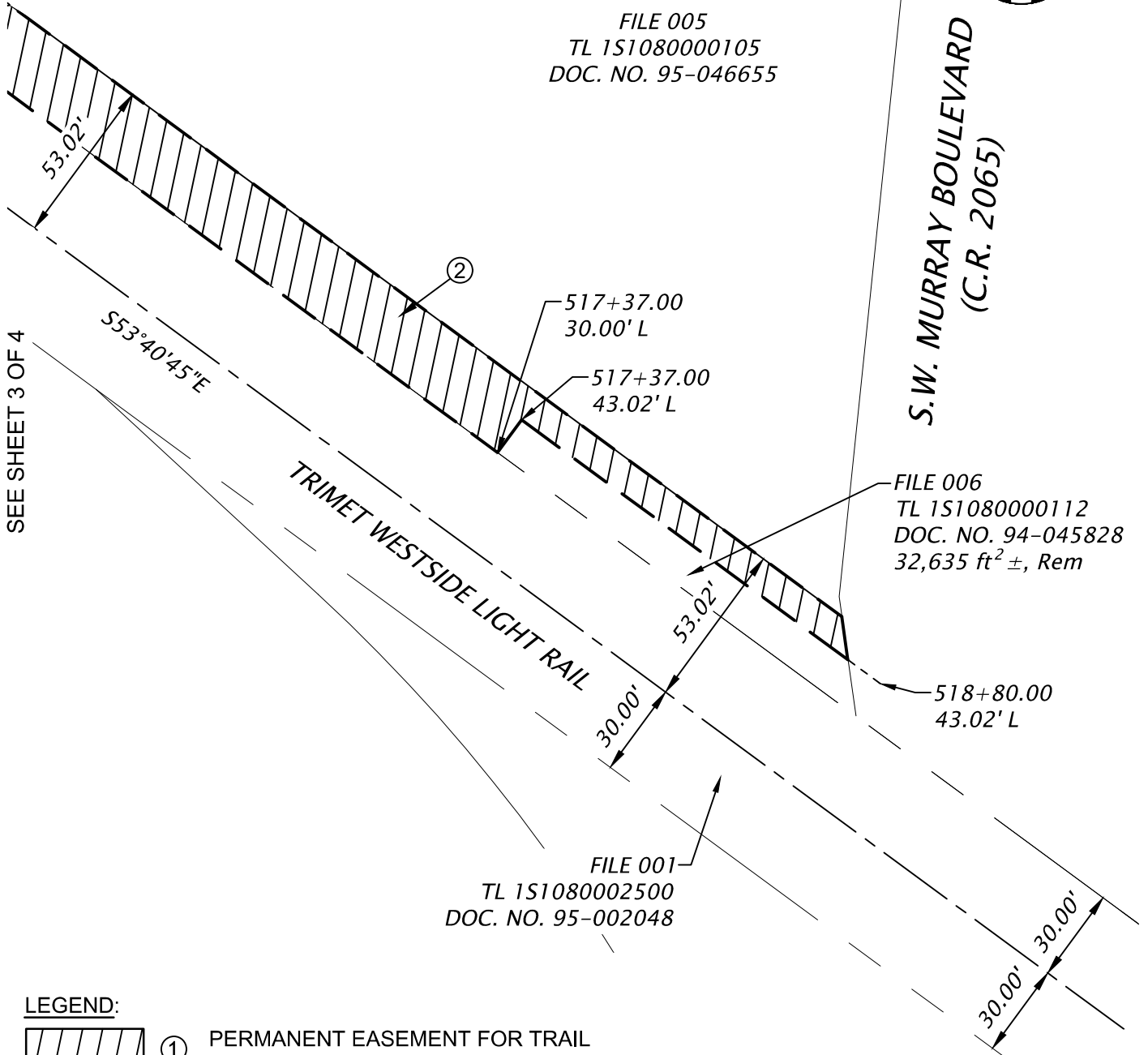
EXHIBIT "B"

NE 1/4 SEC. 8, T. 1 S., R 1 E., W.M.



FILE 005
TL 1S1080000105
DOC. NO. 95-046655

S.W. MURRAY BOULEVARD
(C.R. 2065)



SEE SHEET 3 OF 4

FILE 006
TL 1S1080000112
DOC. NO. 94-045828
32,635 sq. ft. ±, Rem

FILE 001
TL 1S1080002500
DOC. NO. 95-002048

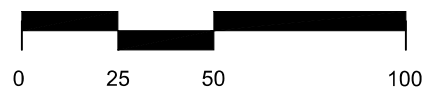
LEGEND:



① PERMANENT EASEMENT FOR TRAIL
RIGHT OF WAY PURPOSES
1,511 SQ. FT.±



② PERMANENT EASEMENT FOR TRAIL
RIGHT OF WAY PURPOSES
17,969 SQ. FT.±



BEAVERTON CREEK TRAIL

FILE NO: 10004006	SUBMITTAL DATE: 8/15/2024	REV'D:
TAX LOT: 0000112	ADDRESS: NO SITUS ADDRESS	
TAX MAP: 1S108		



DAVID EVANS
AND ASSOCIATES INC.

2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

August 15, 2024

Parcel 1 – Permanent Easement for Trail Right of Way Purposes

A parcel of land lying in Lot 1 of Tektronix Business Park, Washington County, Oregon, and being a portion of that property described as “Property 2” in that Statutory Special Warranty Deed for Property Line Adjustment to Beaverton LLC, a Limited Liability Company of Delaware recorded March 18, 2024 as Document No. 2024-011172 of Washington County Book of Records; said parcel being that portion of said property lying Southerly of a line at right angles to the center line of SW Terman Road at Engineer’s center line station 8+21.50 and included in a strip of land variable in width, lying on the Northerly side of said center line, a portion of which center line is described as follows:

Beginning at Engineer’s center line Station 1+00, said station being 32.32 feet North 09°05’43” West of the Northerly Northwest corner of Tract B of Tektronix Business Park, City of Beaverton, Washington County, Oregon at the intersection of the Southerly right-of-way line of SW Terman Rd and the Easterly right-of-way line of SW Murray Boulevard (County Road 2065); thence on a non-tangent 1800.00 foot radius curve left (the long chord of which bears South 69°57’42” East 477.32 feet) 478.73 feet to a point of tangency (Station 5+78.73); thence South 77°34’51” East 759.82 feet to Engineer’s Station 13+38.55 and the end of this description.

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

Station	to	Station	Width on Northerly Side of Center line
8+21.50		8+61.50	45.00
8+61.50		8+85.75	55.00

Bearings of the above descriptions are based on the Oregon Coordinate Reference System, Portland Zone, NAD83 (2011), EPOCH 2010.00.

EXCEPTING therefrom any portion lying within the existing right of way of SW Terman Road.

ALSO EXCEPTING therefrom any portion lying within the existing 9.00 foot sidewalk and utility easement per Plat of Tektronix Business Park.

This parcel of land contains 657 square feet, more or less, outside of the existing right of way.

August 15, 2024

Parcel 2 – Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)

A parcel of land lying in Lot 1 of Tektronix Business Park, Washington County, Oregon, and being a portion of that property described as “Property 2” in that Statutory Special Warranty Deed for Property Line Adjustment to Beaverton LLC, a Limited Liability Company of Delaware recorded March 18, 2024 as Document No. 2024-011172 of Washington County Book of Records; said parcel being that portion of said property lying Southerly of a line at right angles to the center line of SW Terman Road at Engineer’s center line station 8+16.50 and included in a strip of land variable in width, lying on the Northerly side of said center line, a portion of 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 Northerly Side of Center line
8+16.50		8+56.50	50.00
8+56.50		8+91.00	60.00
8+91.00		9+32.00	39.00

EXCEPTING therefrom Parcel 2.

ALSO EXCEPTING therefrom any portion lying within the existing right of way of SW Terman Road.

ALSO EXCEPTING therefrom any portion lying within the existing 9.00 foot sidewalk and utility easement per Plat of Tektronix Business Park.

This parcel of land contains 552 square feet, more or less.

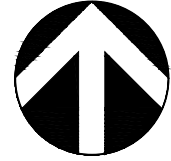


RENEWS: 6/30/2026

TEKTRONIX BUSINESS
PARK

(FORMERLY LOT 1)

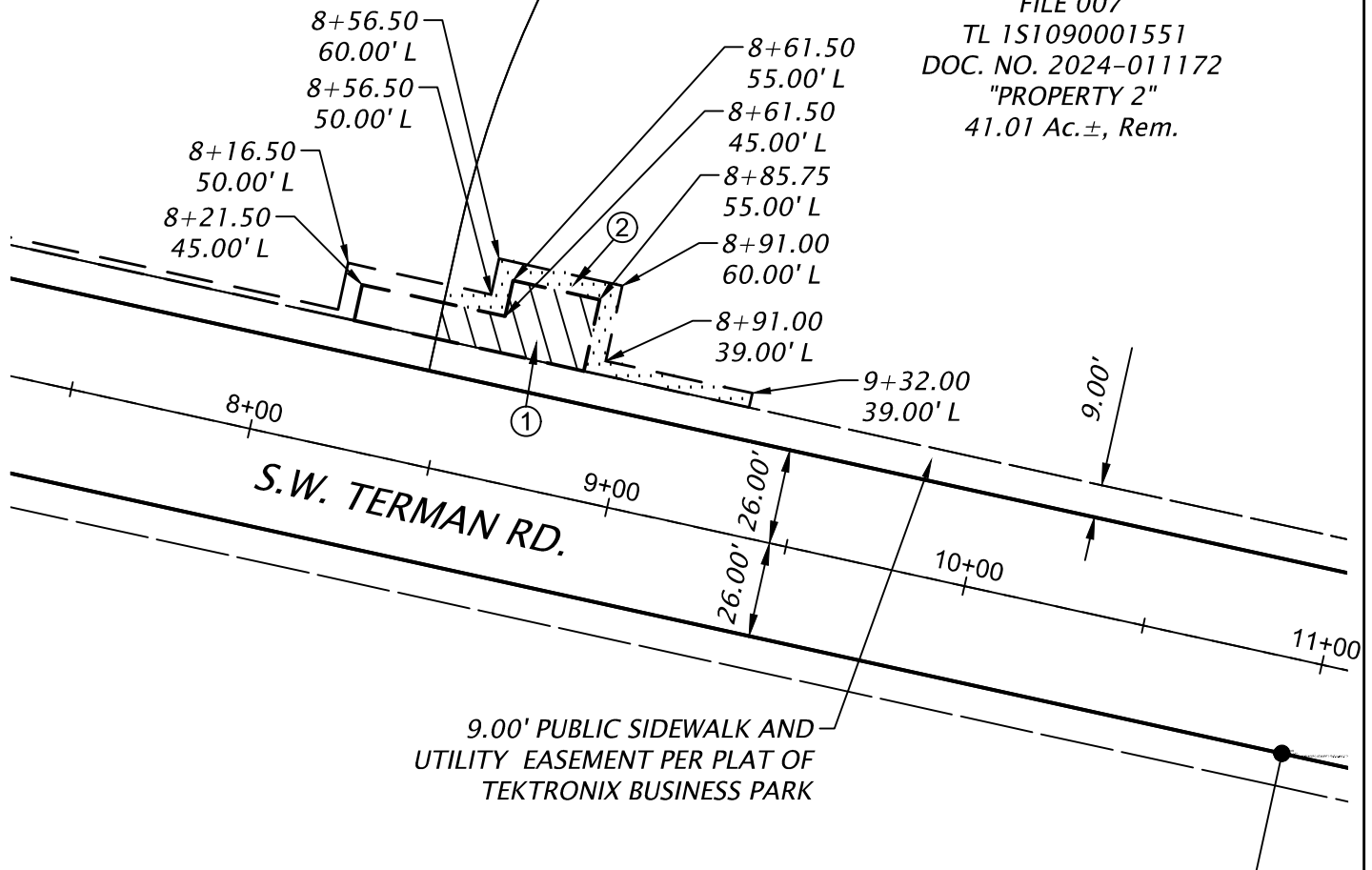
FILE 012
TL 1S1090000701
DOC. NO. 2024-011172
"PROPERTY 1"



TEKTRONIX BUSINESS
PARK

(FORMERLY LOT 1)

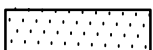
FILE 007
TL 1S1090001551
DOC. NO. 2024-011172
"PROPERTY 2"
41.01 Ac.±, Rem.



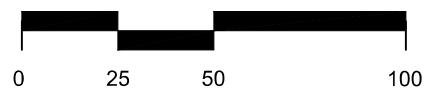
LEGEND:



① PERMANENT EASEMENT FOR TRAIL
RIGHT OF WAY PURPOSES
657 SQ. FT.±



② TEMPORARY EASEMENT FOR WORK AREA
552 SQ. FT.±



BEAVERTON CREEK TRAIL



DAVID EVANS
AND ASSOCIATES INC.

2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

FILE NO: 10004007	SUBMITTAL DATE: 8/15/2024	REV'D:
TAX LOT: 0001551	ADDRESS: NO SITUS ADDRESS	
TAX MAP: 1S109		

August 15, 2024

Parcel 1 – Permanent Easement for Trail Right of Way Purposes

A parcel of land lying in Tract C, Tektronix Business Park, City of Beaverton, Washington County, Oregon, and being a portion of that property described in that Statutory Special Warranty Deed to Beaverton LLC, a Delaware limited liability company, recorded December 30, 2011 as Document No. 2011-093161 of Washington County Book of Records; said parcel being that portion of said property included in a strip of land variable in width, lying on both sides of the center line of the Beaverton Creek Trail, a portion of which center line is described as follows:

Beginning at Engineer's centerline Station 62+65.88, said station being South 84°20'55" East 375.30 feet of the northwest corner of "Tract C" of the Tektronix Business Park, Beaverton, Washington County, Oregon; thence South 85° 44' 52" East 46.48 feet to a point of curvature (Station 63+12.37); thence on the arc of a 1.00 foot radius curve to the right, through a central angle of 87° 50' 41", an arc distance of 1.53 feet (the long chord of which bears South 41° 49' 31" East 1.39 feet) (Station 63+13.90); thence South 02° 05' 50" West 43.75 feet to a point of curvature (Station 63+57.65); thence on the arc of a 1.00 foot radius curve to the left, through a central angle of 89° 53' 49", an arc distance of 1.57 feet (the long chord of which bears South 42° 51' 05" East 1.41 feet) (Station 63+59.22); thence South 87° 47' 59" East 4.90 feet to a point of curvature (Station 63+64.12); thence on the arc of a 1.00 foot radius curve to the right, through a central angle of 11° 44' 28", an arc distance of 0.20 feet (the long chord of which bears South 81° 55' 45" East 0.20 feet) (Station 63+64.32); thence South 76° 03' 31" East 14.98 feet to a point of curvature (Station 63+79.30); thence on the arc of a 80.00 foot radius curve to the left, through a central angle of 06° 54' 50", an arc distance of 9.65 feet (the long chord of which bears South 79° 30' 56" East 9.65 feet) (Station 63+88.96); thence South 82° 58' 21" East 21.77 feet to a point of curvature (Station 64+10.72); thence on the arc of a 80.00 foot radius curve to the right, through a central angle of 08° 48' 48", an arc distance of 12.31 feet (the long chord of which bears South 78° 33' 57" East 12.29 feet) (Station 64+23.03); thence South 74° 09' 33" East 173.14 feet to a point of curvature (Station 65+96.17); thence on the arc of a 121.00 foot radius curve to the right, through a central angle of 51° 55' 33", an arc distance of 109.66 feet (the long chord of which bears South 48° 11' 46" East 105.94 feet) (Station 67+05.82); thence South 22° 14' 00" East 180.51 feet to a point of curvature (Station 68+86.33); thence on the arc of a 12.50 foot radius curve to the right, through a central angle of 74° 37' 22", an arc distance of 16.28 feet (the long chord of which bears South 15° 04' 41" West 15.15 feet) (Station 69+02.61); thence South 52° 23' 22" West 15.48 feet to a point of curvature (Station 69+18.10); thence on the arc of a 1.00 foot radius curve to the left, through a central angle of 92° 06' 03", an arc distance of 1.61 feet (the long chord of which bears South 06° 20' 20" West 1.44 feet) (Station 69+19.70); thence South 39° 42' 41" East 42.82 feet to the end of this description (Station 69+62.52).

August 15, 2024

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

Station	to	Station	Width on Southerly Side of Center line
62+96.70		63+78.00	62.30 in a straight line to 15.50
63+78.00		64+07.50	15.50 in a straight line to 16.50
64+07.50		64+34.00	11.50 in a straight line to 10.50
64+34.00		65+39.50	10.50 in a straight line to 12.50
65+39.50		65+98.71	12.50 in a straight line to 13.50
Station	to	Station	Width on Northerly Side of Center line
63+40.00		64+75.00	17.00

Bearings are based on the Oregon Coordinate Reference System, Portland Zone, NAD83 (2011), EPOCH 2010.00.

EXCEPTING therefrom any portion lying within the existing right of way of S.W. Terman Rd.

ALSO EXCEPTING therefrom any portion lying within the existing 9.00 foot sidewalk and utility easement per Plat of Tektronix Business Park.

ALSO EXCEPTING therefrom any portion lying within the existing right of way of S.W. Shannon Place.

This parcel of land contains 2,572 square feet, more or less.

Parcel 2 – Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)

A parcel of land lying in Tract C, Tektronix Business Park, City of Beaverton, Washington County, Oregon, and being a portion of that property described in that Statutory Special Warranty Deed to Beaverton LLC, a Delaware limited liability company, recorded December 30, 2011 as Document No. 2011-093161 of Washington County Book of Records; said parcel being that portion of said property included in a strip of land, variable in width, lying Southwesterly of the center line of the Beaverton Creek Trail, 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
62+91.60		63+77.60	66.30 in a straight line to 19.62

August 15, 2024

63+77.60	64+69.07	19.62 in a straight line to 16.25
64+69.07	66+04.63	16.25 in a straight line to 18.41
66+04.63	66+94.64	15.54 along a curve to 18.72
		Delta: 46°51'40"
		Radius: 95.01
		L: 77.71
		LC: S46°35'45"E, 75.56
66+94.64	67+72.47	18.72 in a straight line to 17.92
67+72.47	68+00.31	25.92 in a straight line to 25.47
68+00.31	69+05.59	17.47 in a straight line to 15.26
69+05.59	69+19.17	15.26 in a straight line to 29.13
69+19.17	69+20.00	29.13 in a straight line to 24.75

EXCEPTING therefrom Parcel 1.

ALSO EXCEPTING therefrom any portion lying within the existing right of way of S.W. Terman Rd.

ALSO EXCEPTING therefrom any portion lying within the existing 9.00 foot sidewalk and utility easement per Plat of Tektronix Business Park.

ALSO EXCEPTING therefrom any portion lying within the existing right of way of S.W. Shannon Place.

This parcel of land contains 3,267 square feet, more or less.

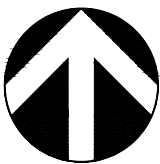
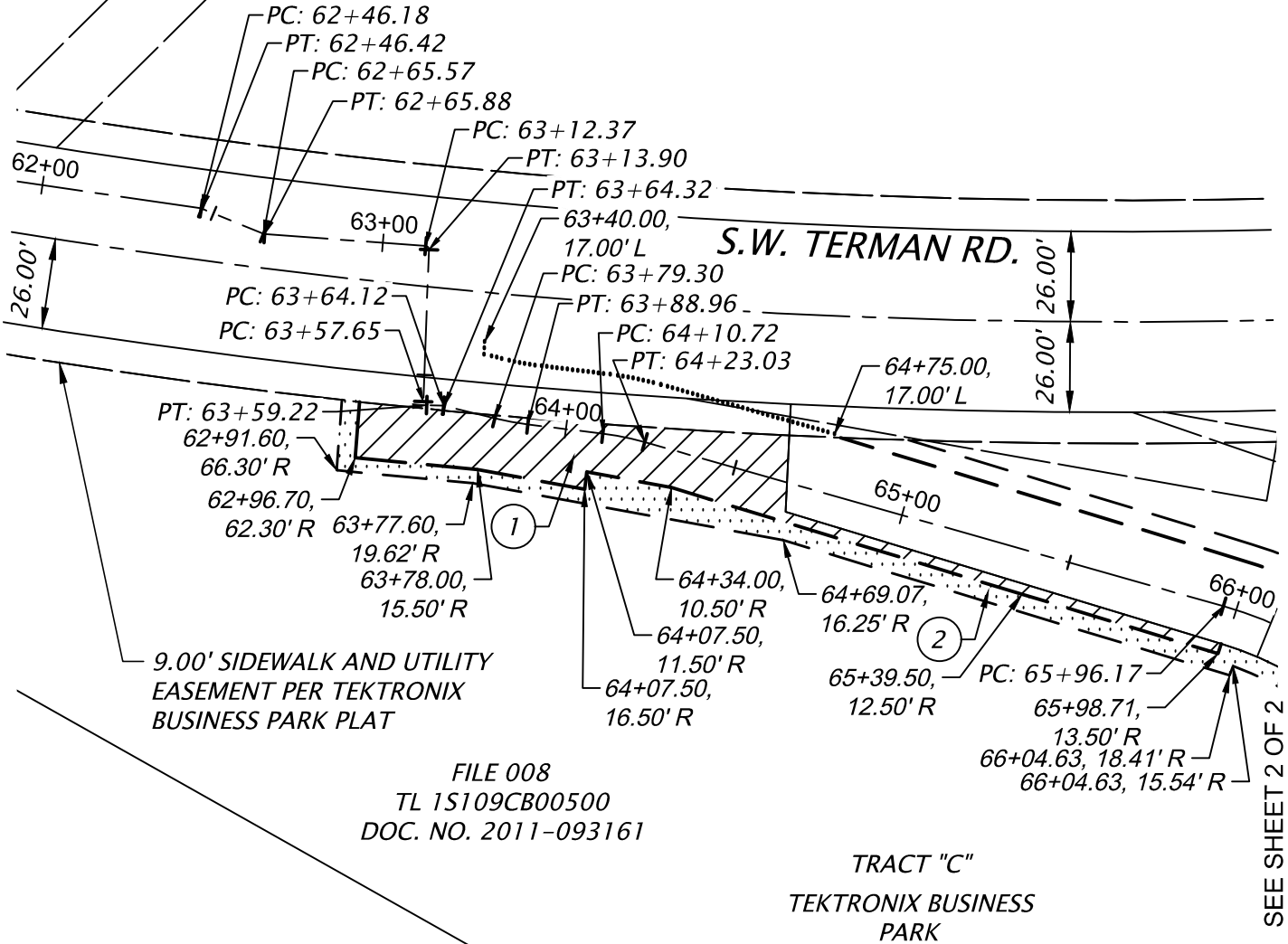


RENEWES: 6/30/2026

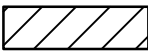
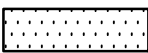
EXHIBIT "B"

SHEET 1 OF 2

SW¹/₄ SEC. 9, T. 1 S., R. 1 W., W.M.



LEGEND:

-  ① PERMANENT EASEMENT FOR TRAIL RIGHT OF WAY PURPOSES
2572 SQ. FT.±
-  ② TEMPORARY EASEMENT FOR WORK AREA
3267 SQ. FT.±

BEAVERTON CREEK TRAIL

FILE NO: 10004008	SUBMITTAL DATE: 8/15/2024	REV'D:
TAX LOT: 500	ADDRESS: NO SITE ADDRESS	
TAX MAP: 1S109CB		

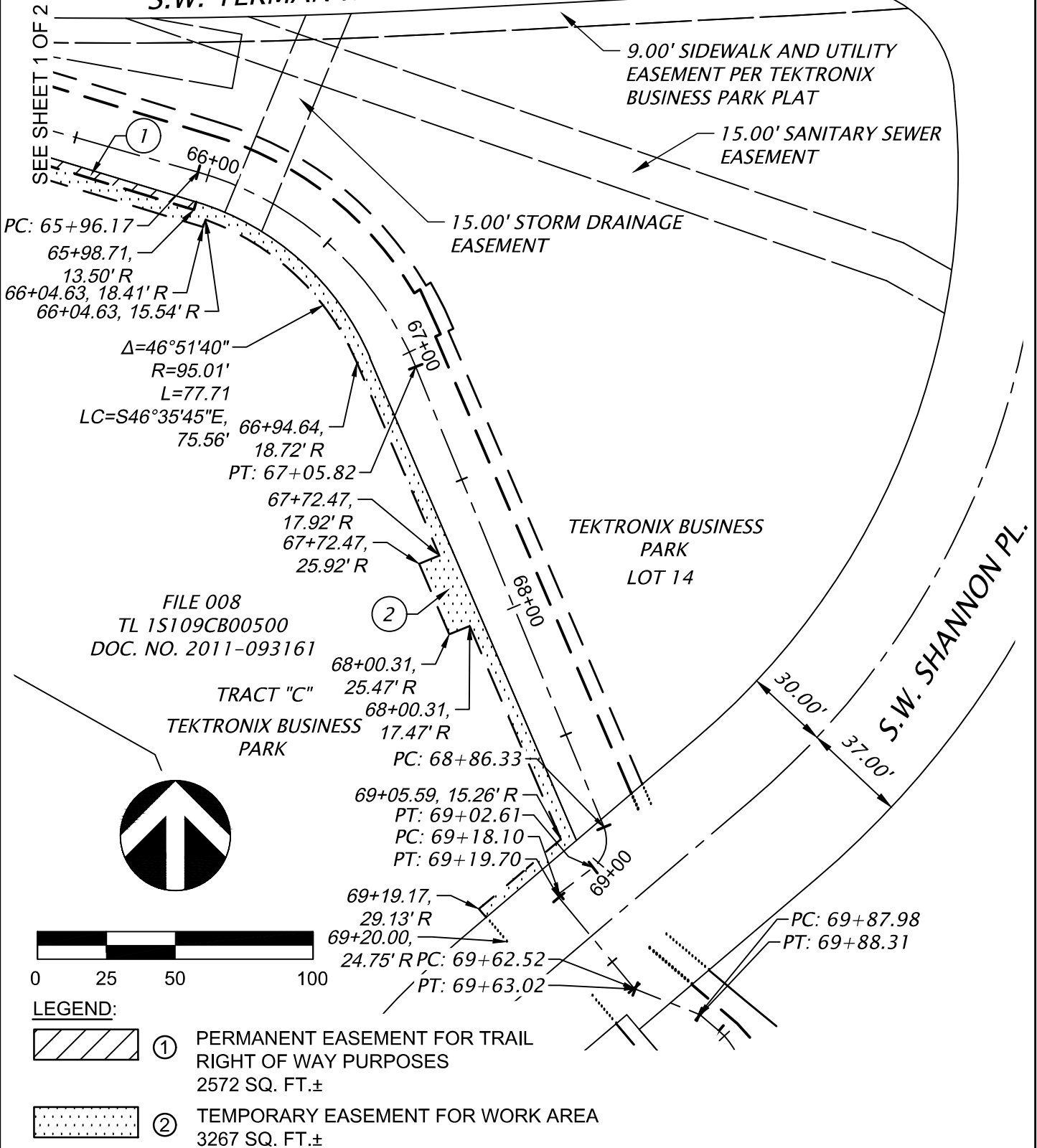


DAVID EVANS AND ASSOCIATES INC.
2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

EXHIBIT "B"

SW¹/₄ SEC. 9, T. 1 S., R. 1 W., W.M.

S.W. TERMAN RD.



BEAVERTON CREEK TRAIL

FILE NO: 10004008
TAX LOT: 500
TAX MAP: 1S109CB

SUBMITTAL DATE: 8/15/2024
ADDRESS: NO SITE ADDRESS



DAVID EVANS AND ASSOCIATES INC.

2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

August 15, 2024

Parcel 1 – Permanent Easement for Trail Right of Way Purposes

A parcel of land lying in Lot 14, Tektronix Business Park, City of Beaverton, Washington County, Oregon, and being a portion of that property described as Adjusted Lot 14 in that Bargain and Sale Deed for Property Line Adjustment to Beaverton LLC, a limited liability company of Delaware, recorded May 24, 2023 as Document No. 2023-021105 of Washington County Book of Records; said parcel being that portion of said property lying Southwesterly of the following described line:

Beginning at a point opposite and 16.95 feet Northeasterly of Engineer's Station 64+60.00 on the center line of the Beaverton Creek Trail; thence Southeasterly in a straight line to a point opposite and 14.25 feet Northeasterly of Engineer's Station 65+96.17; thence Southeasterly on a 126.65 foot radius curve right (the long chord of which bears South 52°19'14" East 94.23 feet) 96.55 feet to a point opposite and 12.00 feet Northeasterly of Engineer's Station 66+83.00; thence Northeasterly in a straight line to a point opposite and 14.50 feet Northeasterly of Engineer's Station 66+83.00; thence Southeasterly in a straight line to a point opposite and 13.00 feet Northeasterly of Engineer's Station 66+99.00; thence in Southwesterly a straight line to a point opposite and 11.00 feet Northeasterly of Engineer's Station 66+99.00; thence in a straight line to a point opposite and 13.91 feet Northeasterly of Engineer's Station 68+85.00.

A portion of the center line of the Beaverton Creek Trail is described as follows:

Beginning at Engineer's center line Station 62+65.88, said station being South 84°20'55" East 375.30 feet of the northwest corner of "Tract C" of the Tektronix Business Park, Beaverton, Washington County, Oregon; thence South 85° 44' 52" East 46.48 feet to a point of curvature (Station 63+12.37); thence on the arc of a 1.00 foot radius curve to the right, through a central angle of 87° 50' 41", an arc distance of 1.53 feet (the long chord of which bears South 41° 49' 31" East 1.39 feet) (Station 63+13.90); thence South 02° 05' 50" West 43.75 feet to a point of curvature (Station 63+57.65); thence on the arc of a 1.00 foot radius curve to the left, through a central angle of 89° 53' 49", an arc distance of 1.57 feet (the long chord of which bears South 42° 51' 05" East 1.41 feet) (Station 63+59.22); thence South 87° 47' 59" East 4.90 feet to a point of curvature (Station 63+64.12); thence on the arc of a 1.00 foot radius curve to the right, through a central angle of 11° 44' 28", an arc distance of 0.20 feet (the long chord of which bears South 81° 55' 45" East 0.20 feet) (Station 63+64.32); thence South 76° 03' 31" East 14.98 feet to a point of curvature (Station 63+79.30); thence on the arc of a 80.00 foot radius curve to the left, through a central angle of 06° 54' 50", an arc distance of 9.65 feet (the long chord of which bears South 79° 30' 56" East 9.65 feet) (Station 63+88.96); thence South 82° 58' 21" East 21.77 feet to a point of curvature (Station 64+10.72); thence on the arc of a 80.00 foot radius curve to the right, through a central angle of 08° 48' 48", an arc distance of 12.31 feet (the long chord of which bears South 78° 33' 57" East 12.29 feet) (Station 64+23.03); thence

August 15, 2024

South 74° 09' 33" East 173.14 feet to a point of curvature (Station 65+96.17); thence on the arc of a 121.00 foot radius curve to the right, through a central angle of 51° 55' 33", an arc distance of 109.66 feet (the long chord of which bears South 48° 11' 46" East 105.94 feet) (Station 67+05.82); thence South 22° 14' 00" East 180.51 feet to a point of curvature (Station 68+86.33); thence on the arc of a 12.50 foot radius curve to the right, through a central angle of 74° 37' 22", an arc distance of 16.28 feet (the long chord of which bears South 15° 04' 41" West 15.15 feet) (Station 69+02.61); thence South 52° 23' 22" West 15.48 feet to a point of curvature (Station 69+18.10); thence on the arc of a 1.00 foot radius curve to the left, through a central angle of 92° 06' 03", an arc distance of 1.61 feet (the long chord of which bears South 06° 20' 20" West 1.44 feet) to the end of this description (Station 69+19.70).

Bearings are based on the Oregon Coordinate Reference System, Portland Zone, NAD83 (2011), EPOCH 2010.00.

EXCEPTING therefrom any portion lying within the existing right of way of S.W. Terman Rd.

ALSO EXCEPTING therefrom any portion lying within the existing 9.00 foot sidewalk and utility easement per Plat of Tektronix Business Park.

ALSO EXCEPTING therefrom any portion lying within the existing right of way of S.W. Shannon Place.

This parcel of land contains 10,442 square feet, more or less, outside the existing right of way.

Parcel 2 – Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)

A parcel of land lying in Lot 14, Tektronix Business Park, City of Beaverton, Washington County, Oregon, and being a portion of that property described as Adjusted Lot 14 in that Bargain and Sale Deed for Property Line Adjustment to Beaverton LLC, a limited liability company of Delaware, recorded May 24, 2023 as Document No. 2023-021105 of Washington County Book of Records; said parcel being that portion of said property lying Southwesterly of the following described line:

Beginning at a point opposite and 21.92 feet Northeasterly of Engineer's Station 64+60.00 on the centerline of Beaverton Creek Trail; thence Southeasterly in a straight line to a point opposite and 19.45 feet Northeasterly of Engineer's Station 65+98.63; thence

August 15, 2024

Southeasterly on a 130.00 foot radius curve right (the long chord of which bears South 51°39'33" East 95.17 feet) 97.43 feet to a point opposite and 17.06 feet Northeasterly of Engineer's Station 66+83.00; thence Northeasterly in a straight line to a point opposite and 19.05 feet Northeasterly of Engineer's Station 66+83.00; thence Southeasterly on a 130.73 foot radius curve right (the long chord of which bears South 26°42'55" East 16.27 feet) 16.28 feet to a point opposite and 18.20 feet Northeasterly of Engineer's Station 66+97.09; thence Southeasterly in a straight line to a point opposite and 18.09 feet Northeasterly of Engineer's Station 66+99.14; thence Southwesterly in a straight line to a point opposite and 16.09 feet Northeasterly of Engineer's Station 66+99.14; thence Southeasterly in a straight line to a point opposite and 18.91 feet Northeasterly of Engineer's Station 68+85.00.

EXCEPTING therefrom Parcel 1.

ALSO EXCEPTING therefrom any portion lying within the existing right of way of S.W. Terman Rd.

ALSO EXCEPTING therefrom any portion lying within the existing 9.00 foot sidewalk and utility easement per Plat of Tektronix Business Park.

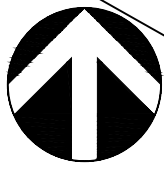
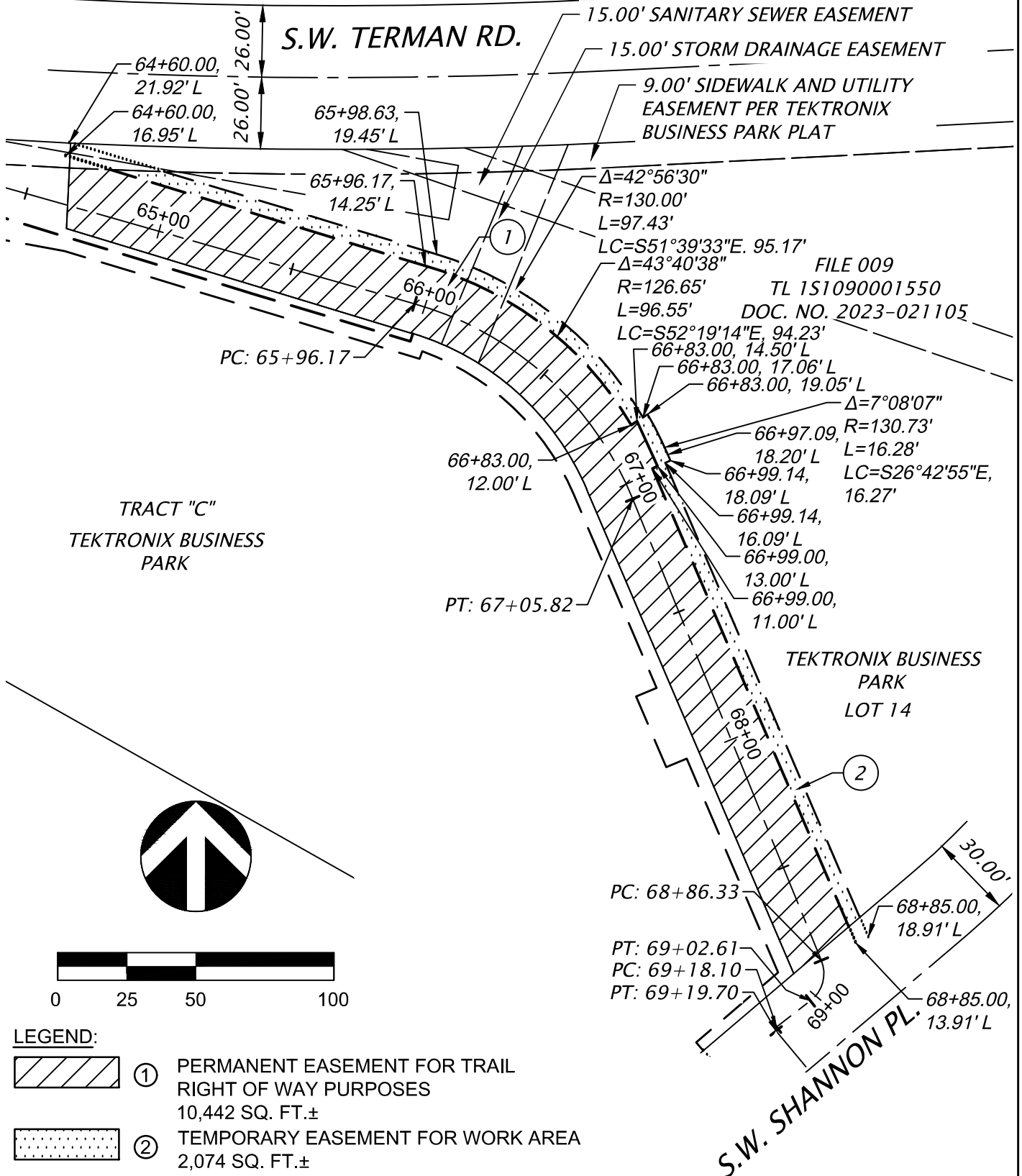
ALSO EXCEPTING therefrom any portion lying within the existing right of way of S.W. Shannon Place.

The center line of Beaver Creek Trail is described in Parcel 1.

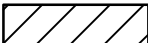
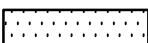
This parcel of land contains 2,074 square feet, more or less.



RENEWALS: 6/30/2026



LEGEND:

-  ① PERMANENT EASEMENT FOR TRAIL RIGHT OF WAY PURPOSES
10,442 SQ. FT.±
-  ② TEMPORARY EASEMENT FOR WORK AREA
2,074 SQ. FT.±

BEAVERTON CREEK TRAIL

FILE NO: 10004009	SUBMITTAL DATE: 8/15/2024	REV'D:
TAX LOT: 1550	ADDRESS: NO SITE ADDRESS	
TAX MAP: 1S109CA		



DAVID EVANS AND ASSOCIATES INC.
2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

August 23, 2024

Parcel 1 – Permanent Easement For Bicycle/Pedestrian Facility

A parcel of land lying in Lot 2 and Lot 3, Tektronix Business Park, City of Beaverton, Washington County, Oregon, and being a portion of that property described in that Bargain and Sale Deed to Nike, Inc., an Oregon corporation, recorded June 22, 2016, as Document No. 2016-047918 of Washington County Book of Records; said parcel being that portion of said property lying between lines at right angles to the center line of the Beaverton Creek Trail at Engineer's Station 69+55.00 and 89+65.00, and included in a strip of land variable in width, lying on each side of the center line of the Beaverton Creek Trail, a portion of which center line is described as follows:

Beginning at Engineer's centerline Station 62+65.88, said station being South 84°20'55" East 375.30 feet of the northwest corner of "Tract C" of the Tektronix Business Park, Beaverton, Washington County, Oregon; thence South 85° 44' 52" East 46.48 feet to a point of curvature (Station 63+12.37); thence on the arc of a 1.00 foot radius curve to the right, through a central angle of 87° 50' 41", an arc distance of 1.53 feet (the long chord of which bears South 41° 49' 31" East 1.39 feet) (Station 63+13.90); thence South 02° 05' 50" West 43.75 feet to a point of curvature (Station 63+57.65); thence on the arc of a 1.00 foot radius curve to the left, through a central angle of 89° 53' 49", an arc distance of 1.57 feet (the long chord of which bears South 42° 51' 05" East 1.41 feet) (Station 63+59.22); thence South 87° 47' 59" East 4.90 feet to a point of curvature (Station 63+64.12); thence on the arc of a 1.00 foot radius curve to the right, through a central angle of 11° 44' 28", an arc distance of 0.20 feet (the long chord of which bears South 81° 55' 45" East 0.20 feet) (Station 63+64.32); thence South 76° 03' 31" East 14.98 feet to a point of curvature (Station 63+79.30); thence on the arc of a 80.00 foot radius curve to the left, through a central angle of 06° 54' 50", an arc distance of 9.65 feet (the long chord of which bears South 79° 30' 56" East 9.65 feet) (Station 63+88.96); thence South 82° 58' 21" East 21.77 feet to a point of curvature (Station 64+10.72); thence on the arc of a 80.00 foot radius curve to the right, through a central angle of 08° 48' 48", an arc distance of 12.31 feet (the long chord of which bears South 78° 33' 57" East 12.29 feet) (Station 64+23.03); thence South 74° 09' 33" East 173.14 feet to a point of curvature (Station 65+96.17); thence on the arc of a 121.00 foot radius curve to the right, through a central angle of 51° 55' 33", an arc distance of 109.66 feet (the long chord of which bears South 48° 11' 46" East 105.94 feet) (Station 67+05.82); thence South 22° 14' 00" East 180.51 feet to a point of curvature (Station 68+86.33); thence on the arc of a 12.50 foot radius curve to the right, through a central angle of 74° 37' 22", an arc distance of 16.28 feet (the long chord of which bears South 15° 04' 41" West 15.15 feet) (Station 69+02.61); thence South 52° 23' 22" West 15.48 feet to a point of curvature (Station 69+18.10); thence on the arc of a 1.00 foot radius curve to the left, through a central angle of 92° 06' 03", an arc distance of 1.61 feet (the long chord of which bears South 06° 20' 20" West 1.44 feet) (Station 69+19.70); thence South 39° 42' 41" East 42.82 feet to a point of curvature (Station 69+62.52); thence on the arc of a 1.00 foot radius curve to the left, through a central angle of 28° 41' 40", an

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arc distance of 0.50 feet (the long chord of which bears South 54° 03' 31" East 0.50 feet) (Station 69+63.02); thence South 68° 24' 21" East 24.96 feet to a point of curvature (Station 69+87.98); thence on the arc of a 1.00 foot radius curve to the right, through a central angle of 18° 30' 36", an arc distance of 0.32 feet (the long chord of which bears South 59° 09' 03" East 0.32 feet) (Station 69+88.31); thence South 49° 53' 46" East 8.95 feet to a point of curvature (Station 69+97.26); thence on the arc of a 24.00 foot radius curve to the right, through a central angle of 53° 29' 43", an arc distance of 22.41 feet (the long chord of which bears South 23° 08' 54" East 21.60 feet) to a non-tangential curve (Station 70+19.67); thence on the arc of a 24.00 foot radius curve to the left, through a central angle of 82° 11' 36", an arc distance of 34.43 feet (the long chord of which bears South 37° 29' 51" East 31.55 feet) to a non-tangential curve (Station 70+54.10); thence on the arc of a 74.00 foot radius curve to the right, through a central angle of 24° 08' 58", an arc distance of 31.19 feet (the long chord of which bears South 66° 31' 10" East 30.96 feet) (Station 70+85.29); thence South 54° 26' 41" East 8.94 feet to a point of curvature (Station 70+94.22); thence on the arc of a 408.50 foot radius curve to the left, through a central angle of 09° 01' 16", an arc distance of 64.32 feet (the long chord of which bears South 58° 57' 19" East 64.25 feet) (Station 71+58.54); thence South 63° 27' 57" East 597.65 feet to a point of curvature (Station 77+56.19); thence on the arc of a 80.00 foot radius curve to the left, through a central angle of 11° 43' 00", an arc distance of 16.36 feet (the long chord of which bears South 69° 19' 27" East 16.33 feet) to a non-tangential curve (Station 77+72.55). thence on the arc of a 40.00 foot radius curve to the right, through a central angle of 11° 17' 37", an arc distance of 7.88 feet (the long chord of which bears South 69° 32' 08" East 7.87 feet) to a non-tangential curve (Station 77+80.43); thence on the arc of a 526.54 foot radius curve to the left, through a central angle of 22° 44' 00", an arc distance of 208.92 feet (the long chord of which bears South 75° 15' 20" East 207.55 feet) to a non-tangential curve (Station 79+89.35); thence on the arc of a 40.00 foot radius curve to the right, through a central angle of 10° 24' 43", an arc distance of 7.27 feet (the long chord of which bears South 81° 24' 58" East 7.26 feet) to a non-tangential curve (Station 79+96.62); thence on the arc of a 80.00 foot radius curve to the left, through a central angle of 13° 10' 51", an arc distance of 18.40 feet (the long chord of which bears South 82° 48' 02" East 18.36 feet) to a non-tangential curve (Station 80+15.02); thence on the arc of a 529.04 foot radius curve to the left, through a central angle of 04° 27' 12", an arc distance of 41.12 feet (the long chord of which bears North 88° 22' 56" East 41.11 feet) (Station 80+56.14); thence North 86° 09' 20" East 130.33 feet to a point of curvature (Station 81+86.47); thence on the arc of a 80.00 foot radius curve to the right, through a central angle of 17° 25' 41", an arc distance of 24.33 feet (the long chord of which bears South 85° 07' 49" East 24.24 feet) to a non-tangential curve (Station 82+10.80); thence on the arc of a 80.00 foot radius curve to the left, through a central angle of 24° 05' 29", an arc distance of 33.64 feet (the long chord of which bears South 88° 27' 44" East 33.39 feet) (Station 82+44.44); thence North 79° 29' 32" East 60.98 feet to a point of curvature (Station 83+05.42); thence on the arc of a 80.00 foot radius curve to the left, through a central angle of 16° 08' 31", an arc distance of 22.54 feet (the long chord of which bears

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North 71° 25' 16" East 22.46 feet) (Station 83+27.96); thence North 63° 21' 00" East 130.58 feet to a point of curvature (Station 84+58.54); thence on the arc of a 54.00 foot radius curve to the left, through a central angle of 13° 06' 36", an arc distance of 12.36 feet (the long chord of which bears North 56° 47' 43" East 12.33 feet) to a non-tangential curve (Station 84+70.89); thence on the arc of a 31.00 foot radius curve to the right, through a central angle of 58° 38' 10", an arc distance of 31.73 feet (the long chord of which bears North 79° 33' 30" East 30.36 feet) to a non-tangential curve (Station 85+02.62); thence on the arc of a 18.00 foot radius curve to the left, through a central angle of 87° 46' 57", an arc distance of 27.58 feet (the long chord of which bears North 64° 59' 07" East 24.96 feet) to a non-tangential curve (Station 85+30.20); thence on the arc of a 38.00 foot radius curve to the right, through a central angle of 86° 26' 09", an arc distance of 57.33 feet (the long chord of which bears North 64° 18' 42" East 52.04 feet) (Station 85+87.52); thence South 72° 28' 13" East 23.67 feet to a point of curvature (Station 86+11.19); thence on the arc of a 80.00 foot radius curve to the right, through a central angle of 13° 37' 49", an arc distance of 19.03 feet (the long chord of which bears South 65° 39' 18" East 18.99 feet) (Station 86+30.22); thence South 58° 50' 24" East 129.34 feet to a point of curvature (Station 87+59.56); thence on the arc of a 47.00 foot radius curve to the left, through a central angle of 74° 18' 45", an arc distance of 60.96 feet (the long chord of which bears North 84° 00' 14" East 56.78 feet) (Station 88+20.52); thence North 46° 50' 51" East 67.45 feet to a point of curvature (Station 88+87.97); thence on the arc of a 80.00 foot radius curve to the left, through a central angle of 25° 39' 01", an arc distance of 35.81 feet (the long chord of which bears North 34° 01' 21" East 35.52 feet) (Station 89+23.78); thence North 21° 11' 50" East 19.19 feet to a point of curvature (Station 89+42.98); thence on the arc of a 1.00 foot radius curve to the right, through a central angle of 97° 00' 43", an arc distance of 1.69 feet (the long chord of which bears North 69° 42' 12" East 1.50 feet) (Station 89+44.67); thence South 61° 47' 27" East 24.36 feet to the end of this description (Station 89+69.03).

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

Station	to	Station	Width on Northerly Side of Center line
69+55.00		70+00.00	13.58 in a straight line to 6.50
70+00.00		70+14.00	6.50 in a straight line to 12.00
70+14.00		70+60.00	12.00 in a straight line to 16.50
70+60.00		70+76.00	16.50 in a straight line to 10.00
70+76.00		70+85.29	10.00 in a straight line to 9.00
70+85.29		77+56.19	9.00
77+56.19		77+80.43	9.00 in a straight line to 6.50
77+80.43		79+89.35	6.50
79+89.35		80+15.02	6.50 in a straight line to 9.00

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80+15.02	81+41.50	9.00
81+41.50	81+60.00	9.00 in a straight line to 10.00
81+60.00	82+72.00	10.00
82+72.00	82+90.00	15.00 in a straight line to 13.00
82+90.00	83+11.50	13.00 in a straight line to 14.50
83+11.50	83+74.00	14.50 in a straight line to 17.75
83+74.00	84+45.00	17.75 in a straight line to 16.00
84+45.00	84+67.00	16.00 in a straight line to 17.50
84+67.00	84+79.50	17.50 in a straight line to 27.00
84+79.50	84+94.00	27.00 in a straight line to 8.00
84+94.00	85+10.00	8.00 in a straight line to 9.00
85+10.00	85+23.68	9.00 in a straight line to 10.00
85+23.68	85+50.00	in a straight line 10.00
85+50.00	85+62.75	10.00 in a straight line to 20.50
85+62.75	86+20.00	20.50 in a straight line to 9.00
86+20.00	87+53.00	9.00
87+53.00	88+06.00	9.00 in a straight line to 13.50
88+06.00	89+06.00	In a straight line 13.50
89+06.00	89+43.73	13.50 in a straight line to 20.19
89+43.73	89+65.00	20.19 in a straight line to 16.18

Station	to	Station	Width on Southerly Side of Center line
69+63.56		70+47.87	9.84 in a straight line to 11.32
70+47.87		70+48.60	11.32 in a straight line to 9.00
70+48.60		70+79.00	9.00 in a straight line to 8.75
70+79.00		70+85.29	8.75 in a straight line to 9.00
70+85.29		77+56.19	9.00
77+56.19		77+80.43	9.00 in a straight line to 11.50
77+80.43		78+23.84	11.50 in a straight line to 17.44
78+23.84		78+57.29	17.44 in a straight line to 16.71
78+57.29		79+74.92	16.71 in a straight line to 16.75
79+74.92		79+82.00	16.75 in a straight line to 17.50
79+82.00		80+56.14	17.50 in a straight line to 10.00
80+56.14		84+58.54	10.00
84+58.54		86+11.19	9.50
86+11.19		86+30.22	10.50
86+30.22		87+64.00	10.50 in a straight line to 11.28
87+64.00		88+12.38	11.28 along a curve to 10.00
			Delta: 72°29'55"
			Radius: 48.00
			L: 60.74
			LC: N85°07'56"E, 56.76

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88+12.38	88+20.52	10.00 in a straight line to 9.50
88+20.52	89+01.00	9.50 in a straight line to 12.80
89+01.00	89+52.50	12.80 in a straight line to 5.50
89+52.20	89+65.00	5.50 in a straight line to 4.02

Bearings are based on the Oregon Coordinate Reference System, Portland Zone, NAD83 (2011), EPOCH 2010.00.

EXCEPTING therefrom any portion lying within the existing right of way of S.W. Shannon Place.

ALSO EXCEPTING therefrom any portion lying within the existing right of way of SW Hocken Avenue.

ALSO EXCEPTING therefrom the existing 9.00' sidewalk and utility easement per Tektronix Business Park Plat.

This parcel of land contains 41,095 square feet, more or less.

Parcel 2 – Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)

A parcel of land lying in Lot 2 and Lot 3, Tektronix Business Park, City of Beaverton, Washington County, Oregon, and being a portion of that property described in that Bargain and Sale Deed to Nike, Inc., an Oregon corporation, recorded June 22, 2016, as Document No. 2016-047918 of Washington County Book of Records; said parcel being that portion of said property lying Westerly of a line at right angles to the center line of the Beaverton Creek Trail at Engineer’s Station 82+72.00, and included in a strip of land variable in width, lying Northerly of the center line of the Beaverton Creek Trail, 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 Northerly Side of Center line
69+55.00		69+97.24	21.49 in a straight line to 14.50
69+97.24		71+58.33	14.50 in a straight line to 14.00
71+58.33		75+22.32	14.00
75+22.32		75+56.32	18.97
75+56.32		77+69.79	14.00 in a straight line to 13.26
77+69.79		77+97.68	13.26 in a straight line to 42.20
77+97.68		78+11.42	42.20 in a straight line to 38.25

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78+11.42	79+35.98	38.25 along a curve to 38.00 Delta: 14°05'33" Radius: 469.83 L:115.56
		LC: S73°54'49"E, 115.27
79+35.98	80+60.59	48.00 along a curve to 50.52 Delta: 13°43'14" Radius: 473.01 L: 113.27
		LC: S87°35'44"E, 113.00
80+60.59	81+42.14	14.00
81+42.14	81+54.33	14.00 in a straight line to 14.25
81+54.33	81+57.94	14.25 in a straight line to 15.00
81+57.94	82+00.51	15.00
82+00.51	82+11.56	23.00
82+11.56	82+72.00	15.00

EXCEPTING therefrom Parcel 1.

ALSO EXCEPTING therefrom any portion lying within the existing right of way of S.W. Shannon Place.

This parcel of land contains 15,971 square feet, more or less.

Parcel 3 – Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)

A parcel of land lying in Lot 2 and Lot 3, Tektronix Business Park, City of Beaverton, Washington County, Oregon, and being a portion of that property described in that Bargain and Sale Deed to Nike, Inc., an Oregon corporation, recorded June 22, 2016, as Document No. 2016-047918 of Washington County Book of Records; said parcel being that portion of said property lying Westerly of a line at right angles to the center line of the Beaverton Creek Trail at Engineer’s Station 78+73.24, and included in a strip of land variable in width, lying Southerly of the center line of the Beaverton Creek Trail, 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 Southerly Side of Center line
69+55.00		70+49.36	13.44 in a straight line to 17.96

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70+49.36	70+51.41	17.96 in a straight line to 11.99
70+51.41	70+79.04	11.99 in a straight line to 13.79
70+79.04	70+98.15	13.79 in a straight line to 14.00
70+98.15	72+35.27	14.00
72+35.27	72+68.68	38.00
72+68.68	75+49.82	14.00
75+49.82	77+80.19	14.00 in a straight line to 16.50
77+80.19	78+15.11	16.50 in a straight line to 21.00
78+15.11	78+73.24	21.00 in a straight line to 20.14

EXCEPTING therefrom Parcel 1.

This parcel of land contains 4,600 square feet, more or less.

Parcel 4 – Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)

A parcel of land lying in Lot 2 and Lot 3, Tektronix Business Park, City of Beaverton, Washington County, Oregon, and being a portion of that property described in that Bargain and Sale Deed to Nike, Inc., an Oregon corporation, recorded June 22, 2016, as Document No. 2016-047918 of Washington County Book of Records; said parcel being that portion of said property lying Easterly of a line at right angles to the center line of the Beaverton Creek Trail at Engineer’s Station 82+10.81, and included in a strip of land variable in width, lying Southerly of the center line of the Beaverton Creek Trail, 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 Southerly Side of Center line
82+10.81		85+11.00	15.00
85+11.00		85+96.54	15.00 in a straight line to 40.40
85+96.54		86+25.26	40.40 in a straight line to 15.58
86+25.26		86+96.04	15.58 in a straight line to 15.73
86+96.04		87+27.87	30.82
87+27.87		87+62.53	15.82 in a straight line to 16.04
87+62.53		88+14.51	16.04 along a curve to 14.98
			Delta: 76°34’14”
			Radius: 53.00
			L: 70.82

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88+14.51	88+21.50	LC: S85°04'25"W, 65.67
88+21.50	89+01.01	14.98 in a straight line to 14.47
89+01.01	89+58.29	14.47 in a straight line to 17.93
89+58.29	89+65.00	17.93 in a straight line to 9.86
		9.86 in a straight line to 9.04

EXCEPTING therefrom Parcel 1.

ALSO EXCEPTING therefrom any portion lying within the existing right of way of SW Hocken Avenue.

ALSO EXCEPTING therefrom the existing 9.00' sidewalk and utility easement per Tektronix Business Park Plat.

This parcel of land contains 5,484 square feet, more or less.

Parcel 5 – Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)

A parcel of land lying in Lot 2 and Lot 3, Tektronix Business Park, City of Beaverton, Washington County, Oregon, and being a portion of that property described in that Bargain and Sale Deed to Nike, Inc., an Oregon corporation, recorded June 22, 2016, as Document No. 2016-047918 of Washington County Book of Records; said parcel being that portion of said property lying Easterly of a line at right angles to the center line of the Beaverton Creek Trail at Engineer’s Station 87+46.31, and included in a strip of land variable in width, lying Northerly of the center line of the Beaverton Creek Trail, 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 Northerly Side of Center line
87+46.31		88+05.62	9.00 in a straight line to 18.57
88+05.62		89+05.94	18.57 in a straight line to 18.54
89+05.94		89+43.74	18.54 in a straight line to 27.20
89+43.74		89+65.00	27.20 in a straight line to 21.22

EXCEPTING therefrom Parcel 1.

August 23, 2024

ALSO EXCEPTING therefrom any portion lying within the existing right of way of SW Hocken Avenue

ALSO EXCEPTING therefrom the existing 9.00' sidewalk and utility easement per Tektronix Business Park Plat.

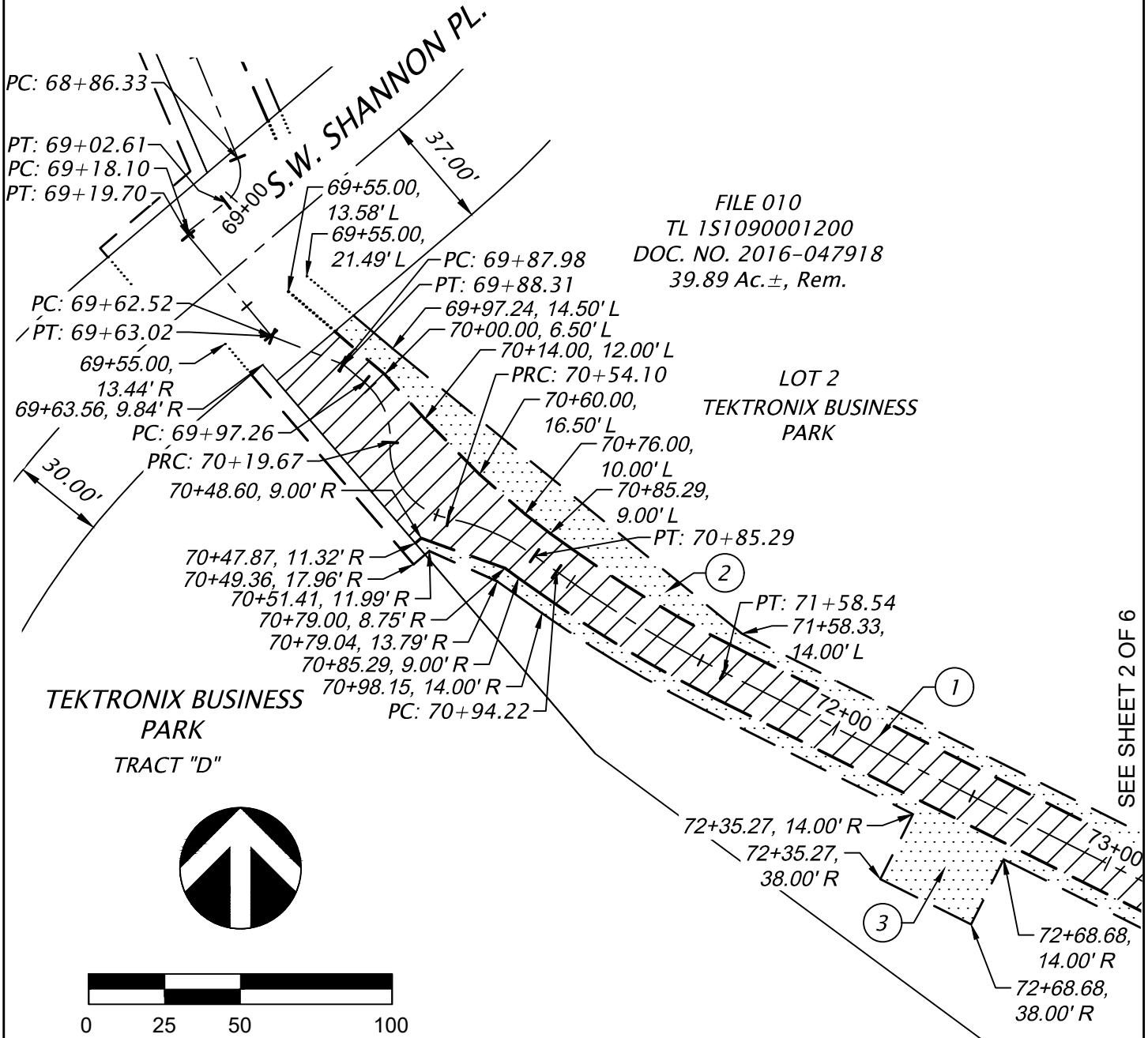
This parcel of land contains 1,024 square feet, more or less.



RENEWS: 6/30/2026

EXHIBIT "B"

SW¹/₄ AND SE¹/₄ SEC. 9, T. 1 S., R. 1 W., W.M.




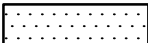
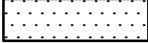
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 TL 1S1090001200
 DOC. NO. 2016-047918
 39.89 Ac.±, Rem.

LOT 2
 TEKTRONIX BUSINESS
 PARK

TEKTRONIX BUSINESS
 PARK
 TRACT "D"

SEE SHEET 2 OF 6

LEGEND:

-  ① PERMANENT EASEMENT FOR BICYCLE/PEDESTRIAN FACILITY
41,095 SQ. FT.±
-  ② TEMPORARY EASEMENT FOR WORK AREA
15,971 SQ. FT.±
-  ③ TEMPORARY EASEMENT FOR WORK AREA
4,600 SQ. FT.±

BEAVERTON CREEK TRAIL

FILE NO: 10004010	SUBMITTAL DATE: 8/23/2024	REV'D:
TAX LOT: 1200	ADDRESS: NO SITE ADDRESS	
TAX MAP: 1S109		



DAVID EVANS
 AND ASSOCIATES INC.

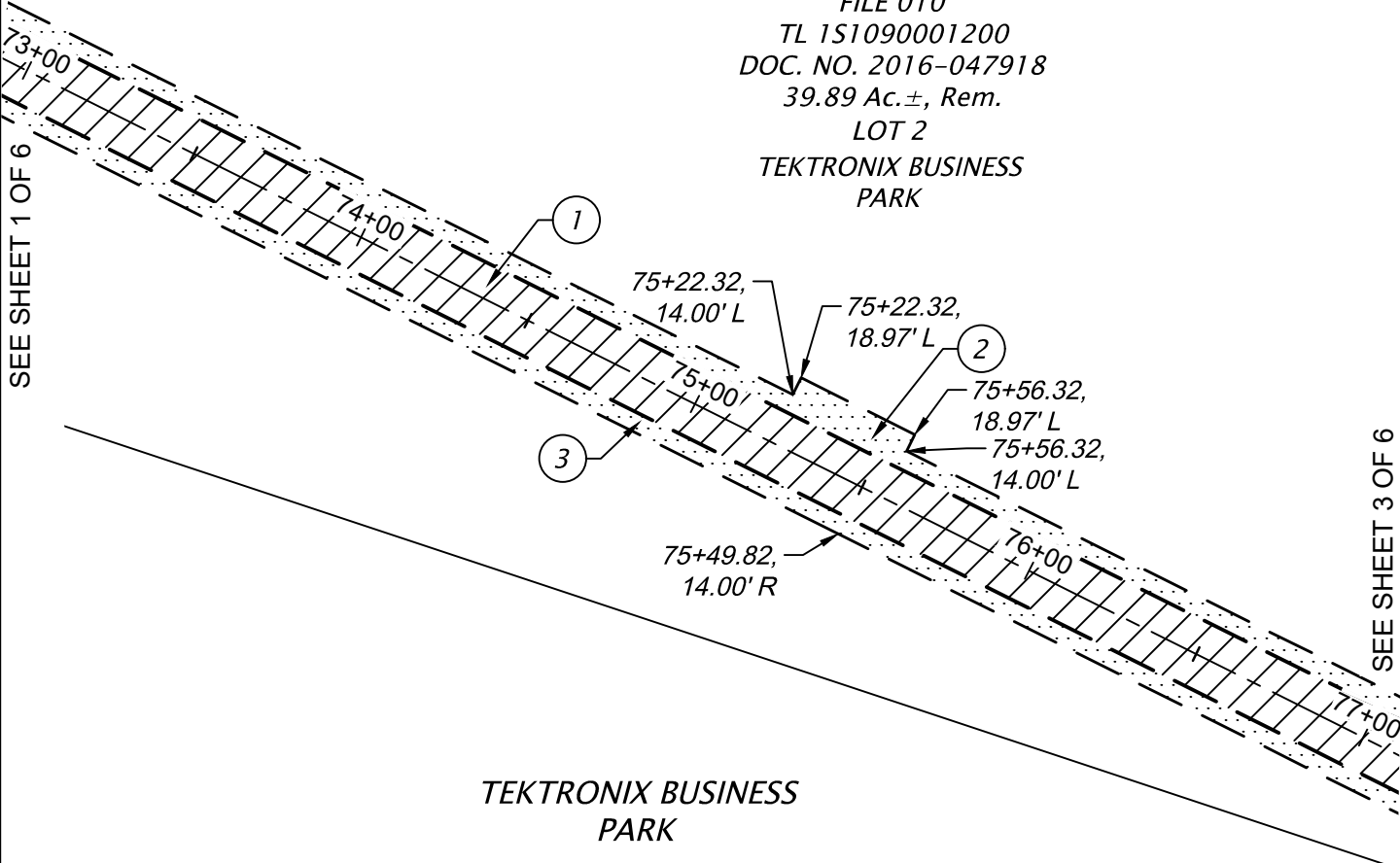
2100 S River Parkway, Suite 100
 Portland Oregon 97201
 Phone: 503.223.6663

EXHIBIT "B"

SHEET 2 OF 6

SW¹/₄ AND SE¹/₄ SEC. 9, T. 1 S., R. 1 W., W.M.

FILE 010
 TL 1S1090001200
 DOC. NO. 2016-047918
 39.89 Ac.±, Rem.
 LOT 2
 TEKTRONIX BUSINESS
 PARK

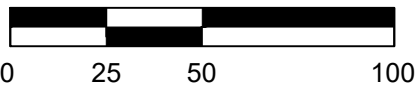
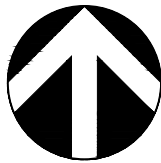


SEE SHEET 1 OF 6


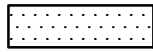
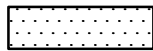
SEE SHEET 3 OF 6

TEKTRONIX BUSINESS
 PARK

TRACT "D"



LEGEND:

-  ① PERMANENT EASEMENT FOR BICYCLE/PEDESTRIAN FACILITY
41,095 SQ. FT.±
-  ② TEMPORARY EASEMENT FOR WORK AREA
15,971 SQ. FT.±
-  ③ TEMPORARY EASEMENT FOR WORK AREA
4,600 SQ. FT.±

BEAVERTON CREEK TRAIL

FILE NO: 10004010	SUBMITTAL DATE: 8/23/2024	REV'D:
TAX LOT: 1200	ADDRESS: NO SITE ADDRESS	
TAX MAP: 1S109		



DAVID EVANS
 AND ASSOCIATES INC.
 2100 S River Parkway, Suite 100
 Portland Oregon 97201
 Phone: 503.223.6663

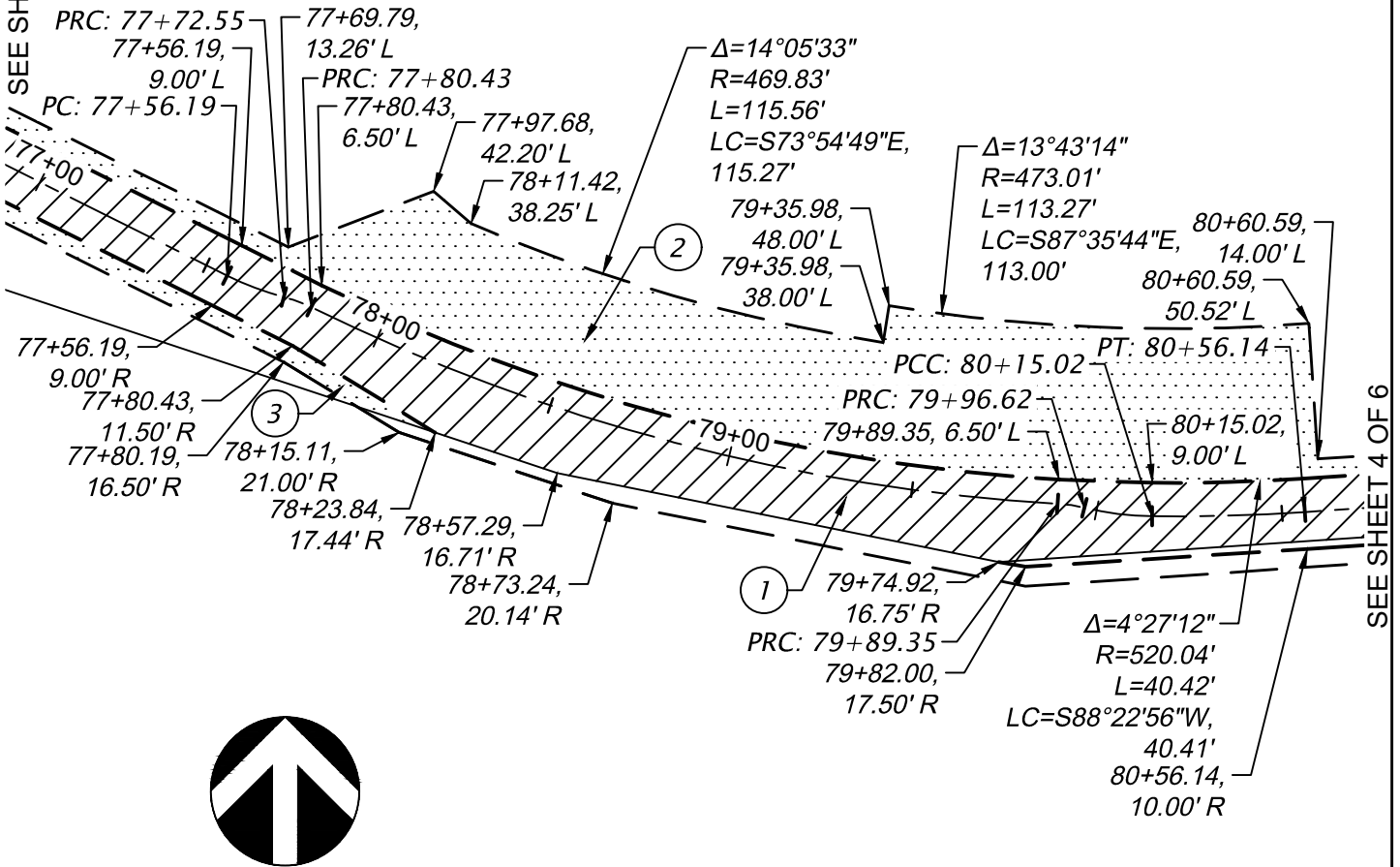
EXHIBIT "B"
 SW $\frac{1}{4}$ AND SE $\frac{1}{4}$ SEC. 9, T. 1 S., R. 1 W., W.M.

SHEET 3 OF 6

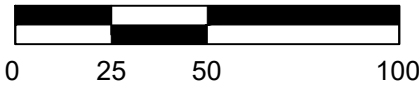
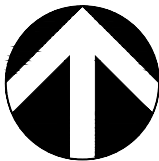
FILE 010
 TL 1S1090001200
 DOC. NO. 2016-047918
 39.89 Ac.±, Rem.

LOT 2
 TEKTRONIX BUSINESS
 PARK

SEE SHEET 2 OF 6




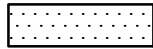
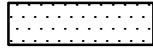
SEE SHEET 4 OF 6



TEKTRONIX BUSINESS
 PARK

TRACT "D"

LEGEND:

-  ① PERMANENT EASEMENT FOR BICYCLE/PEDESTRIAN FACILITY
41,095 SQ. FT.±
-  ② TEMPORARY EASEMENT FOR WORK AREA
15,971 SQ. FT.±
-  ③ TEMPORARY EASEMENT FOR WORK AREA
4,600 SQ. FT.±

BEAVERTON CREEK TRAIL

FILE NO: 10004010	SUBMITTAL DATE: 8/23/2024	REV'D:
TAX LOT: 1200	ADDRESS: NO SITE ADDRESS	
TAX MAP: 1S109		



DAVID EVANS
 AND ASSOCIATES INC.

2100 S River Parkway, Suite 100
 Portland Oregon 97201
 Phone: 503.223.6663

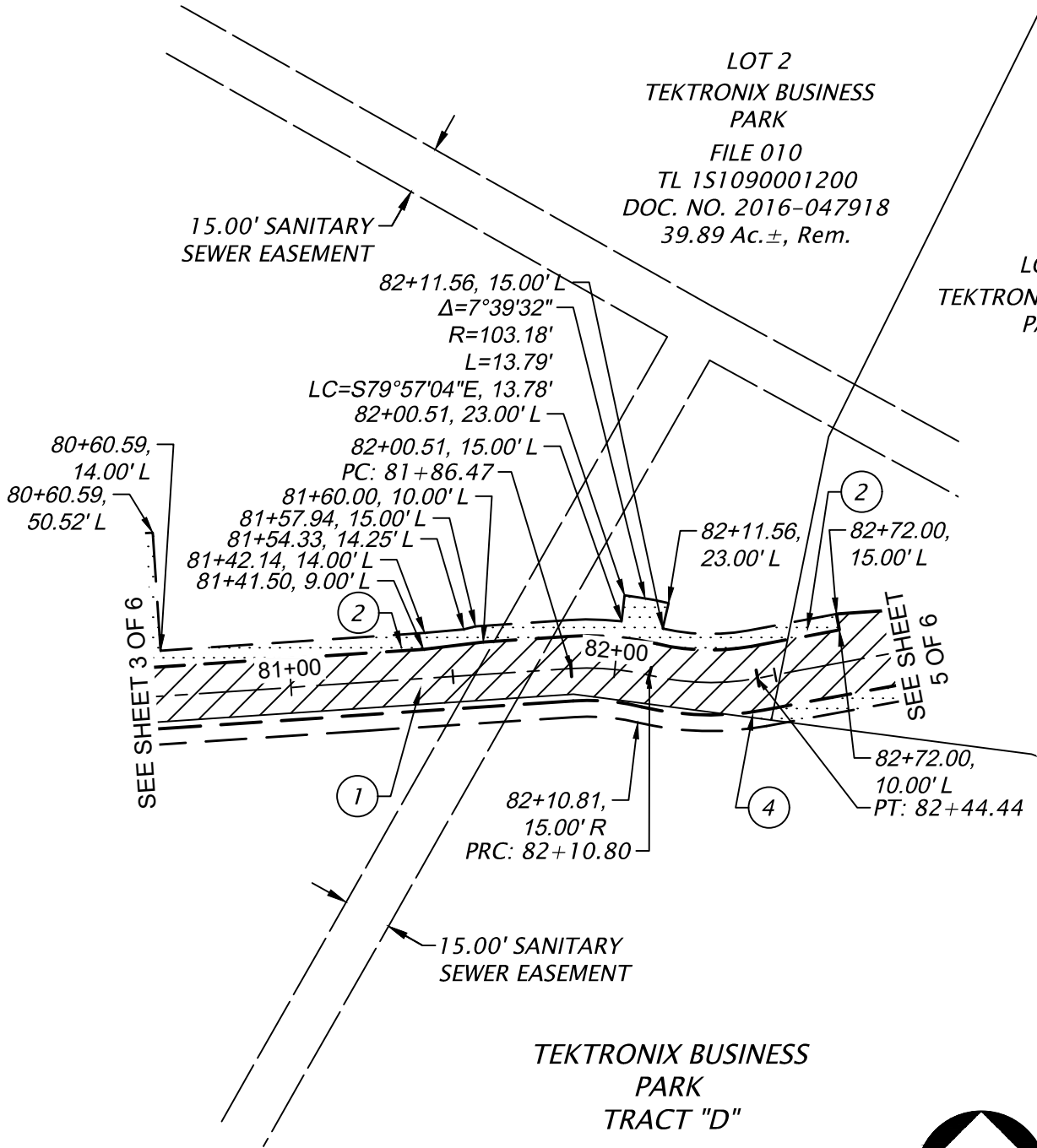
EXHIBIT "B"

SHEET 4 OF 6


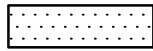
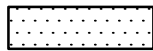
SW¹/₄ AND SE¹/₄ SEC. 9, T. 1 S., R. 1 W., W.M.

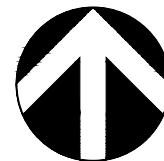
LOT 2
TEKTRONIX BUSINESS
PARK
FILE 010
TL 1S1090001200
DOC. NO. 2016-047918
39.89 Ac.±, Rem.

LOT 3
TEKTRONIX BUSINESS
PARK



LEGEND:

-  ① PERMANENT EASEMENT FOR BICYCLE/PEDESTRIAN FACILITY
41,095 SQ. FT.±
-  ② TEMPORARY EASEMENT FOR WORK AREA
15,971 SQ. FT.±
-  ④ TEMPORARY EASEMENT FOR WORK AREA
5,484 SQ. FT.±



BEAVERTON CREEK TRAIL

FILE NO: 10004010	SUBMITTAL DATE: 8/23/2024	REV'D:
TAX LOT: 1200	ADDRESS: NO SITE ADDRESS	
TAX MAP: 1S109		



DAVID EVANS
AND ASSOCIATES INC.
2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

EXHIBIT "B"

SHEET 5 OF 6

SW¹/₄ AND SE¹/₄ SEC. 9, T. 1 S., R. 1 W., W.M.

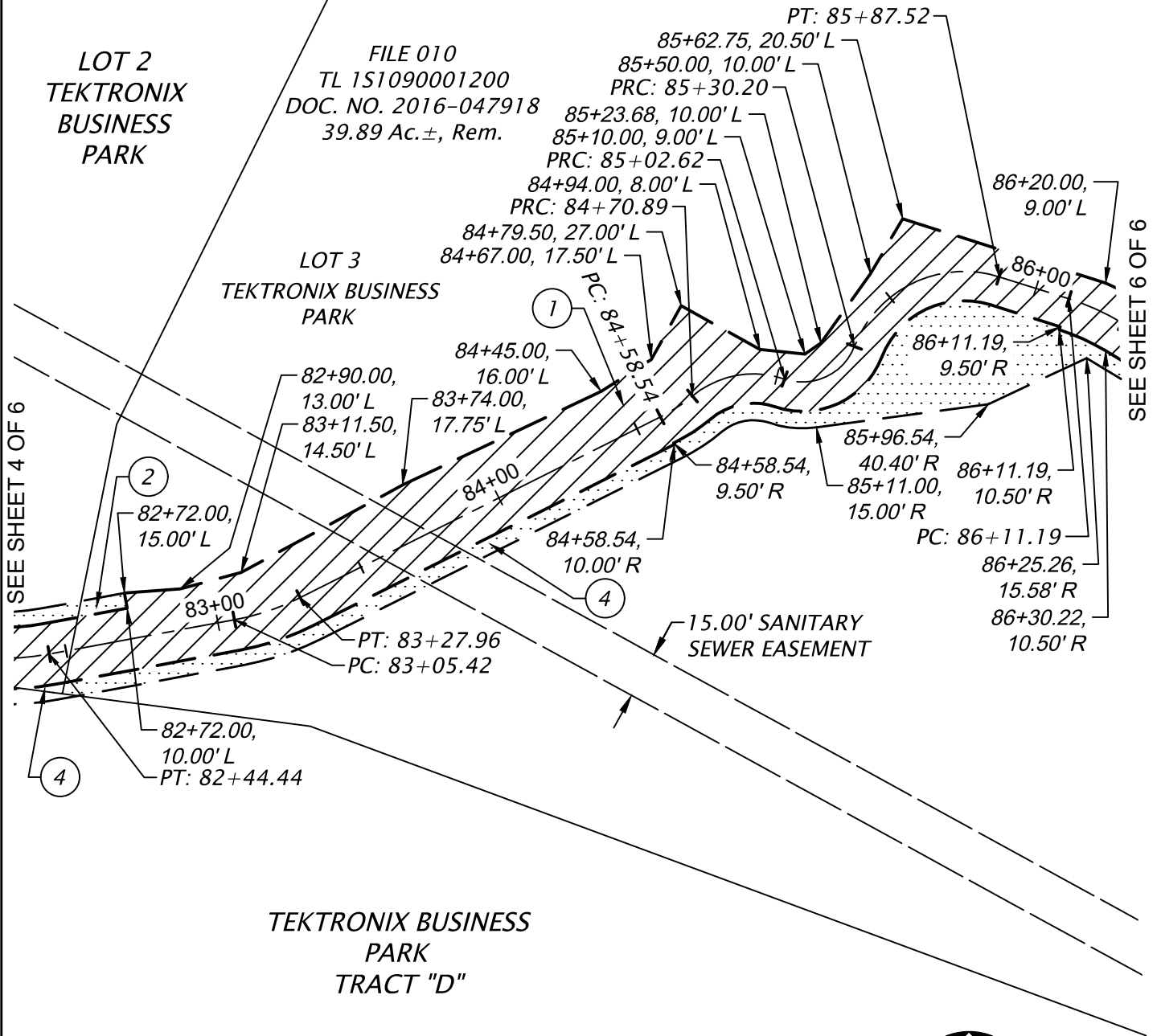
LOT 2
TEKTRONIX
BUSINESS
PARK

FILE 010
TL 1S1090001200
DOC. NO. 2016-047918
39.89 Ac.±, Rem.

LOT 3
TEKTRONIX BUSINESS
PARK


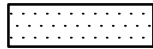
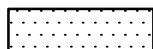
SEE SHEET 4 OF 6

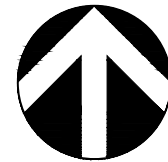
SEE SHEET 6 OF 6



TEKTRONIX BUSINESS
PARK
TRACT "D"

LEGEND:

-  ① PERMANENT EASEMENT FOR BICYCLE/PEDESTRIAN FACILITY
41,095 SQ. FT.±
-  ② TEMPORARY EASEMENT FOR WORK AREA
15,971 SQ. FT.±
-  ④ TEMPORARY EASEMENT FOR WORK AREA
5,484 SQ. FT.±



BEAVERTON CREEK TRAIL

FILE NO: 10004010	SUBMITTAL DATE: 8/23/2024	REV'D:
TAX LOT: 1200	ADDRESS: NO SITE ADDRESS	
TAX MAP: 1S109		



DAVID EVANS
AND ASSOCIATES INC.

2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

EXHIBIT "B"

SHEET 6 OF 6

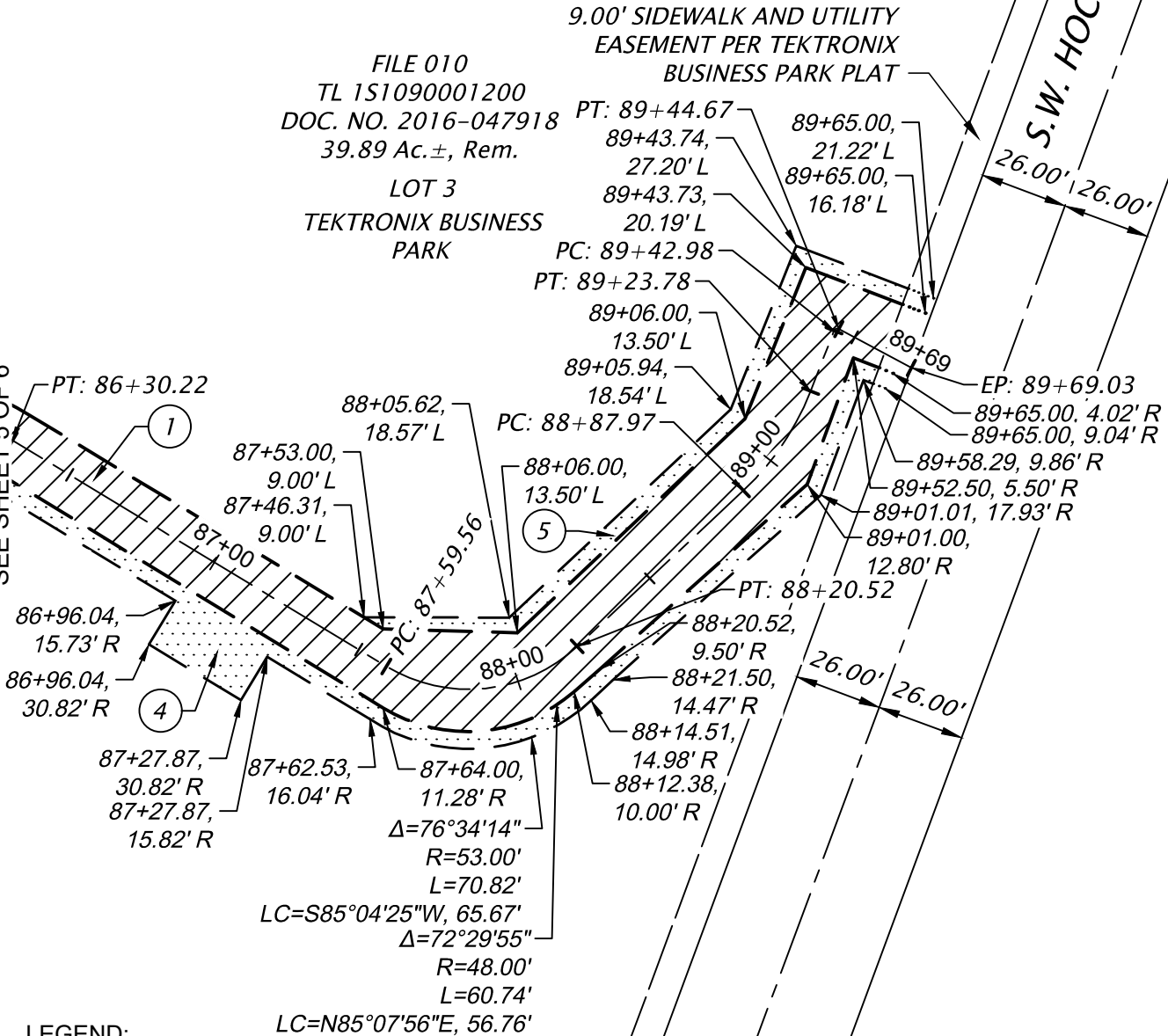
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FILE 010
 TL 1S1090001200
 DOC. NO. 2016-047918
 39.89 Ac.±, Rem.
 LOT 3
 TEKTRONIX BUSINESS
 PARK

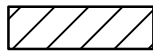

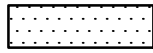
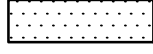
9.00' SIDEWALK AND UTILITY
 EASEMENT PER TEKTRONIX
 BUSINESS PARK PLAT

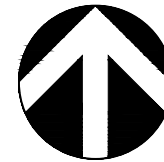
S.W. HOCKEN AVE.
 26.00' 26.00'

SEE SHEET 5 OF 6



LEGEND:

-  ① PERMANENT EASEMENT FOR BICYCLE/PEDESTRIAN FACILITY
41,095 SQ. FT.±
-  ② TEMPORARY EASEMENT FOR WORK AREA
15,971 SQ. FT.±
-  ④ TEMPORARY EASEMENT FOR WORK AREA
5,484 SQ. FT.±
-  ⑤ TEMPORARY EASEMENT FOR WORK AREA
1,024 SQ. FT.±



BEAVERTON CREEK TRAIL

FILE NO: 10004010	SUBMITTAL DATE: 8/23/2024	REV'D:
TAX LOT: 1200	ADDRESS: NO SITE ADDRESS	
TAX MAP: 1S109		



DAVID EVANS
 AND ASSOCIATES INC.
 2100 S River Parkway, Suite 100
 Portland Oregon 97201
 Phone: 503.223.6663

August 19, 2024

Parcel 1 – Permanent Easement for Trail Right of Way Purposes

A parcel of land lying in Tract D, Tektronix Business Park, City of Beaverton, Washington County, Oregon, and being a portion of that property described in that Statutory Special Warranty Deed to Beaverton LLC, a limited liability company of Delaware, recorded December 30, 2011, as Document No. 2011-093161 of Washington County Book of Records; said parcel being that portion of said property lying between lines at right angles to the center line of the Beaverton Creek Trail at Engineer's Station 78+57.29 and 82+44.44, and included in a strip of land variable in width, lying Southerly of the center line of the Beaverton Creek Trail, a portion of which center line is described as follows:

Beginning at Engineer's centerline Station 62+65.88, said station being South 84°20'55" East 375.30 feet of the northwest corner of "Tract C" of the Tektronix Business Park, Beaverton, Washington County, Oregon; thence South 85° 44' 52" East 46.48 feet to a point of curvature (Station 63+12.37); thence on the arc of a 1.00 foot radius curve to the right, through a central angle of 87° 50' 41", an arc distance of 1.53 feet (the long chord of which bears South 41° 49' 31" East 1.39 feet) (Station 63+13.90); thence South 02° 05' 50" West 43.75 feet to a point of curvature (Station 63+57.65); thence on the arc of a 1.00 foot radius curve to the left, through a central angle of 89° 53' 49", an arc distance of 1.57 feet (the long chord of which bears South 42° 51' 05" East 1.41 feet) (Station 63+59.22); thence South 87° 47' 59" East 4.90 feet to a point of curvature (Station 63+64.12); thence on the arc of a 1.00 foot radius curve to the right, through a central angle of 11° 44' 28", an arc distance of 0.20 feet (the long chord of which bears South 81° 55' 45" East 0.20 feet) (Station 63+64.32); thence South 76° 03' 31" East 14.98 feet to a point of curvature (Station 63+79.30); thence on the arc of a 80.00 foot radius curve to the left, through a central angle of 06° 54' 50", an arc distance of 9.65 feet (the long chord of which bears South 79° 30' 56" East 9.65 feet) (Station 63+88.96); thence South 82° 58' 21" East 21.77 feet to a point of curvature (Station 64+10.72); thence on the arc of a 80.00 foot radius curve to the right, through a central angle of 08° 48' 48", an arc distance of 12.31 feet (the long chord of which bears South 78° 33' 57" East 12.29 feet) (Station 64+23.03); thence South 74° 09' 33" East 173.14 feet to a point of curvature (Station 65+96.17); thence on the arc of a 121.00 foot radius curve to the right, through a central angle of 51° 55' 33", an arc distance of 109.66 feet (the long chord of which bears South 48° 11' 46" East 105.94 feet) (Station 67+05.82); thence South 22° 14' 00" East 180.51 feet to a point of curvature (Station 68+86.33); thence on the arc of a 12.50 foot radius curve to the right, through a central angle of 74° 37' 22", an arc distance of 16.28 feet (the long chord of which bears South 15° 04' 41" West 15.15 feet) (Station 69+02.61); thence South 52° 23' 22" West 15.48 feet to a point of curvature (Station 69+18.10); thence on the arc of a 1.00 foot radius curve to the left, through a central angle of 92° 06' 03", an arc distance of 1.61 feet (the long chord of which bears South 06° 20' 20" West 1.44 feet) (Station 69+19.70); thence South 39° 42' 41" East 42.82 feet to a point of curvature (Station 69+62.52); thence on the arc of a 1.00 foot radius curve to the left, through a central angle of 28° 41' 40", an

August 19, 2024

arc distance of 0.50 feet (the long chord of which bears South 54° 03' 31" East 0.50 feet) (Station 69+63.02); thence South 68° 24' 21" East 24.96 feet to a point of curvature (Station 69+87.98); thence on the arc of a 1.00 foot radius curve to the right, through a central angle of 18° 30' 36", an arc distance of 0.32 feet (the long chord of which bears South 59° 09' 03" East 0.32 feet) (Station 69+88.31); thence South 49° 53' 46" East 8.95 feet to a point of curvature (Station 69+97.26); thence on the arc of a 24.00 foot radius curve to the right, through a central angle of 53° 29' 43", an arc distance of 22.41 feet (the long chord of which bears South 23° 08' 54" East 21.60 feet) to a non-tangential curve (Station 70+19.67); thence on the arc of a 24.00 foot radius curve to the left, through a central angle of 82° 11' 36", an arc distance of 34.43 feet (the long chord of which bears South 37° 29' 51" East 31.55 feet) to a non-tangential curve (Station 70+54.10); thence on the arc of a 74.00 foot radius curve to the right, through a central angle of 24° 08' 58", an arc distance of 31.19 feet (the long chord of which bears South 66° 31' 10" East 30.96 feet) (Station 70+85.29); thence South 54° 26' 41" East 8.94 feet to a point of curvature (Station 70+94.22); thence on the arc of a 408.50 foot radius curve to the left, through a central angle of 09° 01' 16", an arc distance of 64.32 feet (the long chord of which bears South 58° 57' 19" East 64.25 feet) (Station 71+58.54); thence South 63° 27' 57" East 597.65 feet to a point of curvature (Station 77+56.19); thence on the arc of a 80.00 foot radius curve to the left, through a central angle of 11° 43' 00", an arc distance of 16.36 feet (the long chord of which bears South 69° 19' 27" East 16.33 feet) to a non-tangential curve (Station 77+72.55); thence on the arc of a 40.00 foot radius curve to the right, through a central angle of 11° 17' 37", an arc distance of 7.88 feet (the long chord of which bears South 69° 32' 08" East 7.87 feet) to a non-tangential curve (Station 77+80.43); thence on the arc of a 526.54 foot radius curve to the left, through a central angle of 22° 44' 00", an arc distance of 208.92 feet (the long chord of which bears South 75° 15' 20" East 207.55 feet) to a non-tangential curve (Station 79+89.35); thence on the arc of a 40.00 foot radius curve to the right, through a central angle of 10° 24' 43", an arc distance of 7.27 feet (the long chord of which bears South 81° 24' 58" East 7.26 feet) to a non-tangential curve (Station 79+96.62); thence on the arc of a 80.00 foot radius curve to the left, through a central angle of 13° 10' 51", an arc distance of 18.40 feet (the long chord of which bears South 82° 48' 02" East 18.36 feet) to a non-tangential curve (Station 80+15.02); thence on the arc of a 529.04 foot radius curve to the left, through a central angle of 04° 27' 12", an arc distance of 41.12 feet (the long chord of which bears North 88° 22' 56" East 41.11 feet) (Station 80+56.14); thence North 86° 09' 20" East 130.33 feet to a point of curvature (Station 81+86.47); thence on the arc of a 80.00 foot radius curve to the right, through a central angle of 17° 25' 41", an arc distance of 24.33 feet (the long chord of which bears South 85° 07' 49" East 24.24 feet) to a non-tangential curve (Station 82+10.80); thence on the arc of a 80.00 foot radius curve to the left, through a central angle of 24° 05' 29", an arc distance of 33.64 feet (the long chord of which bears South 88° 27' 44" East 33.39 feet) (Station 82+44.44); thence North 79° 29' 32" East 60.98 feet to a point of curvature (Station 83+05.42); thence on the arc of a 80.00 foot radius curve to the left, through a central angle of 16° 08' 31", an arc distance of 22.54 feet (the long chord of which bears

August 19, 2024

North 71° 25' 16" East 22.46 feet) (Station 83+27.96); thence North 63° 21' 00" East 130.58 feet to a point of curvature (Station 84+58.54); thence on the arc of a 54.00 foot radius curve to the left, through a central angle of 13° 06' 36", an arc distance of 12.36 feet (the long chord of which bears North 56° 47' 43" East 12.33 feet) to a non-tangential curve (Station 84+70.89); thence on the arc of a 31.00 foot radius curve to the right, through a central angle of 58° 38' 10", an arc distance of 31.73 feet (the long chord of which bears North 79° 33' 30" East 30.36 feet) to a non-tangential curve (Station 85+02.62); thence on the arc of a 18.00 foot radius curve to the left, through a central angle of 87° 46' 57", an arc distance of 27.58 feet (the long chord of which bears North 64° 59' 07" East 24.96 feet) to a non-tangential curve (Station 85+30.20); thence on the arc of a 38.00 foot radius curve to the right, through a central angle of 86° 26' 09", an arc distance of 57.33 feet (the long chord of which bears North 64° 18' 42" East 52.04 feet) (Station 85+87.52); thence South 72° 28' 13" East 23.67 feet to a point of curvature (Station 86+11.19); thence on the arc of a 80.00 foot radius curve to the right, through a central angle of 13° 37' 49", an arc distance of 19.03 feet (the long chord of which bears South 65° 39' 18" East 18.99 feet) (Station 86+30.22); thence South 58° 50' 24" East 129.34 feet to a point of curvature (Station 87+59.56); thence on the arc of a 47.00 foot radius curve to the left, through a central angle of 74° 18' 45", an arc distance of 60.96 feet (the long chord of which bears North 84° 00' 14" East 56.78 feet) (Station 88+20.52); thence North 46° 50' 51" East 67.45 feet to a point of curvature (Station 88+87.97); thence on the arc of a 80.00 foot radius curve to the left, through a central angle of 25° 39' 01", an arc distance of 35.81 feet (the long chord of which bears North 34° 01' 21" East 35.52 feet) (Station 89+23.78); thence North 21° 11' 50" East 19.19 feet to a point of curvature (Station 89+42.98); thence on the arc of a 1.00 foot radius curve to the right, through a central angle of 97° 00' 43", an arc distance of 1.69 feet (the long chord of which bears North 69° 42' 12" East 1.50 feet) (Station 89+44.67); thence South 61° 47' 27" East 24.36 feet to the end of this description (Station 89+69.03).

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

Station	to	Station	Width on Southerly Side of Center line
78+57.29		79+74.92	16.71 in a straight line to 16.75
79+74.92		79+82.00	16.75 in a straight line to 17.50
79+82.00		80+56.14	17.50 in a straight line to 10.00
80+56.14		82+44.44	10.00

Bearings are based on the Oregon Coordinate Reference System, Portland Zone, NAD83 (2011), EPOCH 2010.00.

August 19, 2024

EXCEPTING therefrom any portion lying within the existing right of way of SW Shannon Place.

This parcel of land contains 487 square feet, more or less.

Parcel 2 – Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)

A parcel of land lying in Tract D, Tektronix Business Park, City of Beaverton, Washington County, Oregon, and being a portion of that property described in that Statutory Special Warranty Deed to Beaverton LLC, a limited liability company of Delaware, recorded December 30, 2011, as Document No. 2011-093161 of Washington County Book of Records; said parcel being that portion of said property lying between lines at right angles to the center line of the Beaverton Creek Trail at Engineer’s Station 69+55.00 and 70+51.41, and included in a strip of land variable in width, lying Southwesterly of the center line of the Beaverton Creek Trail, which center line is described in Parcel 1.

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

<u>Station</u>	to	<u>Station</u>	<u>Width on Southwesterly Side of Center line</u>
69+55.00		70+49.36	13.44 in a straight line to 17.96
70+49.36		70+51.41	17.96 in a straight line to 11.99

EXCEPTING therefrom any portion lying within the existing right of way of S.W. Shannon Place.

This parcel of land contains 412 square feet, more or less.

Parcel 3 – Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)

A parcel of land lying in Tract D, Tektronix Business Park, City of Beaverton, Washington County, Oregon, and being a portion of that property described in that Statutory Special Warranty Deed to Beaverton LLC, a limited liability company of Delaware, recorded December 30, 2011, as Document No. 2011-093161 of Washington County Book of Records; said parcel being that portion of said property lying between lines at right angles to the center line of the Beaverton Creek Trail at Engineer’s Station 77+80.19 and

August 19, 2024

83+05.42, and included in a strip of land variable in width, lying Southerly of the center line of the Beaverton Creek Trail, 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 Southerly Side of Center line
77+80.19		78+15.11	16.50 in a straight line to 21.00
78+15.11		78+73.24	21.00 in a straight line to 20.14
78+73.24		79+82.28	20.14 in a straight line to 22.70
79+82.28		81+21.70	22.70 in a straight line to 14.89
81+21.70		81+86.44	14.89 in a straight line to 15.00
81+86.44		83+05.42	15.00

EXCEPTING therefrom Parcel 1.

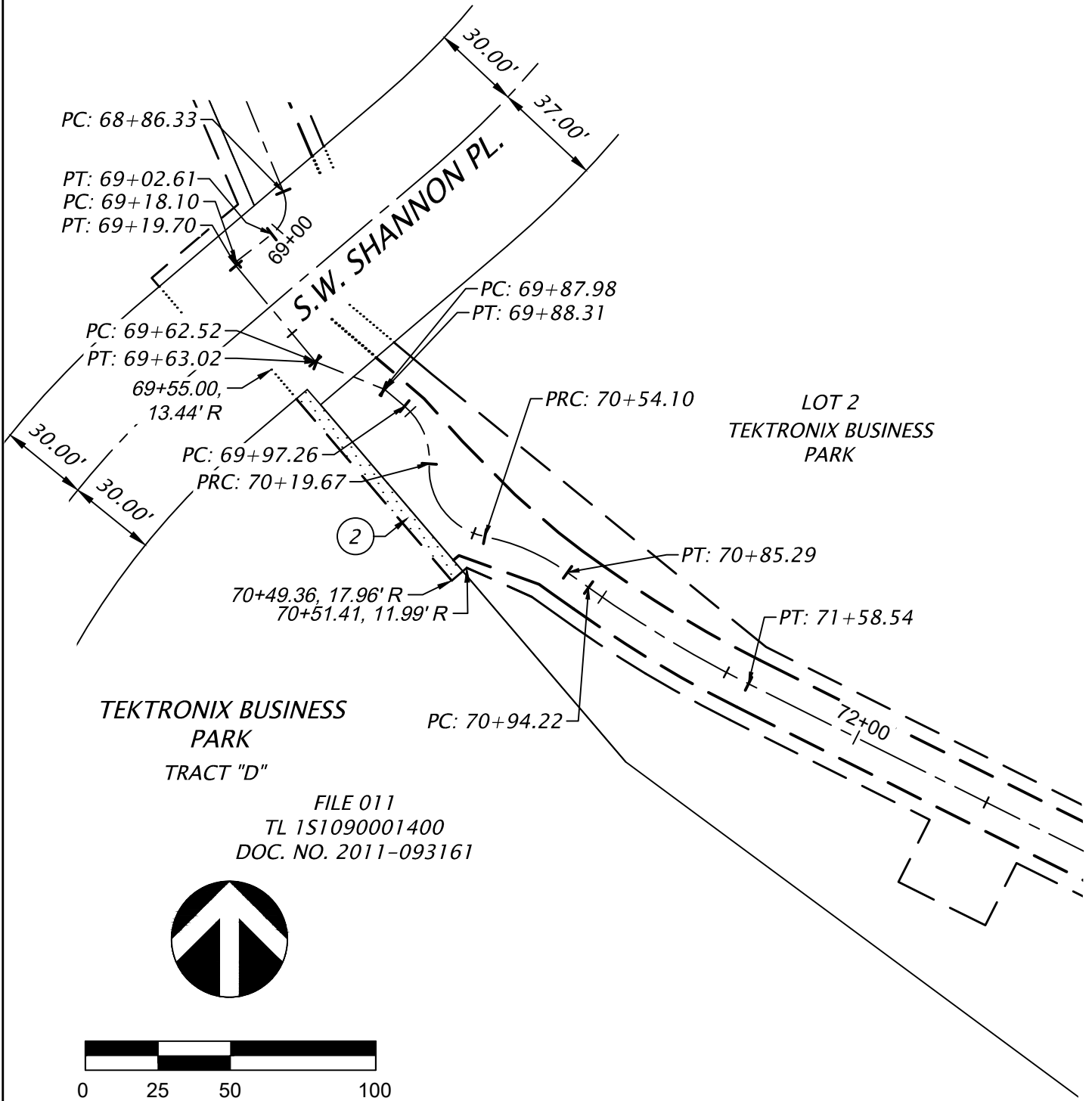
This parcel of land contains 2,094 square feet, more or less.



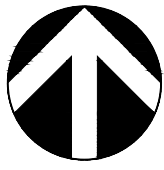
RENEWS: 6/30/2026

EXHIBIT "B"
 SW $\frac{1}{4}$ AND SE $\frac{1}{4}$ SEC. 9, T. 1 S., R. 1 W., W.M.

SHEET 1 OF 3



FILE 011
 TL 1S1090001400
 DOC. NO. 2011-093161



LEGEND:
 ② TEMPORARY EASEMENT FOR WORK AREA
 412 SQ. FT.±

BEAVERTON CREEK TRAIL		
FILE NO: 10004011	SUBMITTAL DATE: 8/19/2024	REV'D:
TAX LOT: 1400	ADDRESS: NO SITE ADDRESS	
TAX MAP: 1S109		

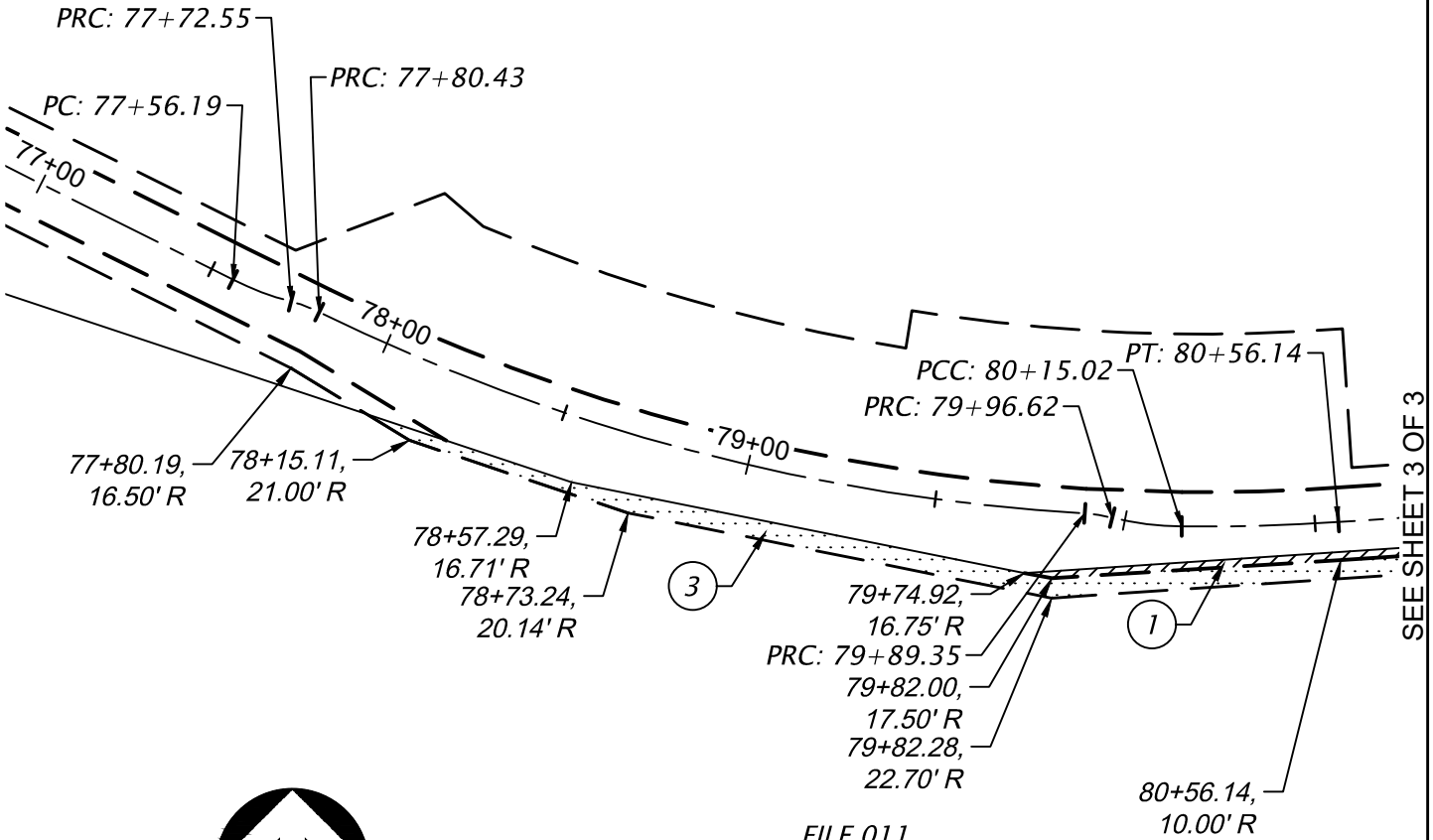


DAVID EVANS AND ASSOCIATES INC.
 2100 S River Parkway, Suite 100
 Portland Oregon 97201
 Phone: 503.223.6663

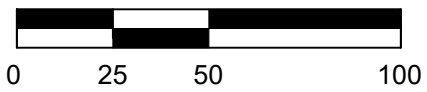
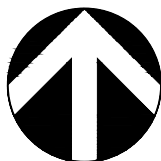
EXHIBIT "B"
 SW $\frac{1}{4}$ AND SE $\frac{1}{4}$ SEC. 9, T. 1 S., R. 1 W., W.M.

SHEET 2 OF 3

LOT 2
 TEKTRONIX BUSINESS
 PARK



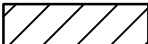
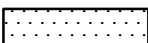
SEE SHEET 3 OF 3



FILE 011
 TL 1S1090001400
 DOC. NO. 2011-093161
 TEKTRONIX BUSINESS
 PARK

TRACT "D"

LEGEND:

-  ① PERMANENT EASEMENT FOR TRAIL RIGHT OF WAY PURPOSES
487 SQ. FT.±
-  ③ TEMPORARY EASEMENT FOR WORK AREA
2,094 SQ. FT.±

BEAVERTON CREEK TRAIL

FILE NO: 10004011	SUBMITTAL DATE: 8/19/2024	REV'D:
TAX LOT: 1400	ADDRESS: NO SITE ADDRESS	
TAX MAP: 1S109		



DAVID EVANS
 AND ASSOCIATES INC.
 2100 S River Parkway, Suite 100
 Portland Oregon 97201
 Phone: 503.223.6663

EXHIBIT "B"
 SW $\frac{1}{4}$ AND SE $\frac{1}{4}$ SEC. 9, T. 1 S., R. 1 W., W.M.

SHEET 3 OF 3

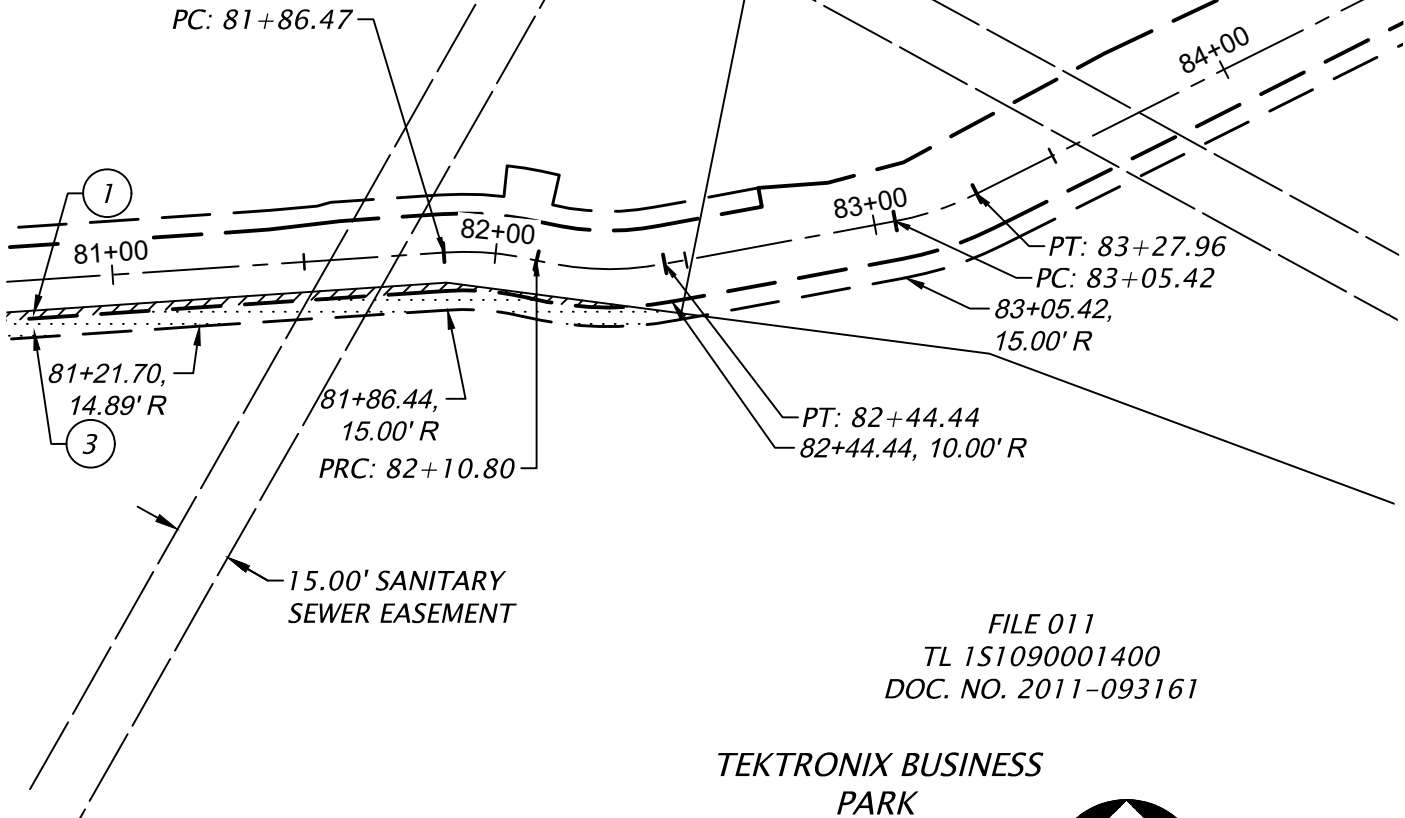
FILE 010
 TL 1S1090001200
 DOC. NO. 2016-047918

LOT 3
 TEKTRONIX BUSINESS
 PARK

LOT 2
 TEKTRONIX BUSINESS
 PARK

15.00' SANITARY
 SEWER EASEMENT

SEE SHEET 2 OF 3

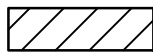
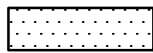


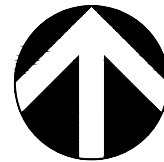
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 DOC. NO. 2011-093161

TEKTRONIX BUSINESS
 PARK

TRACT "D"

LEGEND:

-  ① PERMANENT EASEMENT FOR TRAIL
 RIGHT OF WAY PURPOSES
 487 SQ. FT.±
-  ③ TEMPORARY EASEMENT FOR WORK AREA
 2,094 SQ. FT.±



BEAVERTON CREEK TRAIL

FILE NO: 10004011	SUBMITTAL DATE: 8/19/2024	REV'D:
TAX LOT: 1400	ADDRESS: NO SITE ADDRESS	
TAX MAP: 1S109		



DAVID EVANS
 AND ASSOCIATES INC.

2100 S River Parkway, Suite 100
 Portland Oregon 97201
 Phone: 503.223.6663

August 15, 2024

Parcel 1 – Permanent Easement for Trail Right of Way Purposes

A parcel of land lying in Lot 1 of Tektronix Business Park, Washington County, Oregon, and being a portion of that property described as “Property 1” in that Statutory Special Warranty Deed for Property Line Adjustment to Maxim Integrated Products, INC., a Delaware corporation recorded March 18, 2024 as Document No. 2024-011172 of Washington County Book of Records; said parcel being that portion of said property lying Easterly of a line at right angles to the center line of SW Terman Road at Engineer’s center line station 4+94.00 and included in a strip of land variable in width lying on the Northerly side of said center line, a portion of which center line is described as follows:

Beginning at Engineer’s center line Station 1+00, said station being 32.32 feet North 09°05’43” West of the Northerly Northwest corner of Tract B of Tektronix Business Park, City of Beaverton, Washington County, Oregon at the intersection of the Southerly right-of-way line of SW Terman Rd and the Easterly right-of-way line of SW Murray Boulevard (County Road 2065); thence on a non-tangent 1800.00 foot radius curve left (the long chord of which bears South 69°57’42” East 477.32 feet) 478.73 feet to a point of tangency (Station 5+78.73); thence South 77°34’51” East 759.82 feet to Engineer’s Station 13+38.55 and the end of this description.

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

Station	to	Station	Width on Northerly Side of Center line
4+94.00		5+21.00	39.00
5+21.00		6+16.00	42.00

Bearings are based on the Oregon Coordinate Reference System, Portland Zone, NAD83 (2011), EPOCH 2010.00.

EXCEPTING therefrom any portion lying within the existing right of way of SW Terman Road.

ALSO EXCEPTING therefrom any portion lying within the existing 9.00 foot sidewalk and utility easement per Plat of Tektronix Business Park.

This parcel of land contains 762 square feet, more or less, outside of the existing right of way.

Parcel 2 – Permanent Easement for Trail Right of Way Purposes

A parcel of land lying in Lot 1 of Tektronix Business Park, Washington County, Oregon, and being a portion of that property described as “Property 1” in that Statutory Special

August 15, 2024

Warranty Deed for Property Line Adjustment to Maxim Integrated Products, INC., a Delaware corporation recorded March 18, 2024 as Document No. 2024-011172 of Washington County Book of Records; said parcel being that portion of said property lying Easterly of a line at right angles to the center line of SW Terman Road at Engineer’s center line station 8+21.50, and included in a strip of land 45.00 feet in width lying on the Northerly side of said center line, a portion of which center line is described in Parcel 1:

EXCEPTING therefrom any portion lying within the existing right of way of SW Terman Road.

ALSO EXCEPTING therefrom any portion lying within the existing 9.00 foot sidewalk and utility easement per Plat of Tektronix Business Park.

This parcel of land contains 229 square feet, more or less, outside of the existing right of way.

Parcel 3 – Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)

A parcel of land lying in Lot 1 of Tektronix Business Park, Washington County, Oregon, and being a portion of that property described as “Property 1” in that Statutory Special Warranty Deed for Property Line Adjustment to Maxim Integrated Products, INC., a Delaware corporation recorded March 18, 2024 as Document No. 2024-011172 of Washington County Book of Records; said parcel being that portion of said property lying Easterly of a line at right angles to the center line of SW Terman Road at Engineer’s center line station 1+00.00 and included in a strip of land variable in width lying on the Northerly side of said center line, a portion of 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 Northerly Side of Center line
1+00.00		4+89.00	39.00
4+89.00		5+16.14	44.00
5+16.14		6+21.00	47.00
6+21.00		8+16.50	37.00
8+16.50		8+56.50	50.00

ALSO including that portion of said property lying within the following described tract:

Beginning at Engineer’s Station 1+00.00 on the center line of SW Terman Road said point being on the Westerly line of the Plat of Tektronix Business Park; thence along said westerly line, North 09°05’43” West 171.51 feet, thence leaving said Westerly line, North 80°54’17”

August 15, 2024

East 10.00 feet, thence South 09°05'43" East 130.20 feet, thence South 62°04'14" East 16.72 feet to a point opposite and Northerly 39.00 feet of Engineer's Station 1+00.00; thence South 27°39'27" West 39.00 feet to the point of beginning.

EXCEPTING therefrom Parcels 1 and 2.

ALSO EXCEPTING therefrom any portion lying within the existing right of way of SW Terman Road.

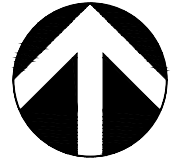
ALSO EXCEPTING any portion lying within the existing right of way of SW Murray Boulevard (County Road 2065).

ALSO EXCEPTING therefrom any portion lying within the existing 9.00 foot sidewalk and utility easement per Plat of Tektronix Business Park.

This parcel of land contains 4,198 square feet, more or less.



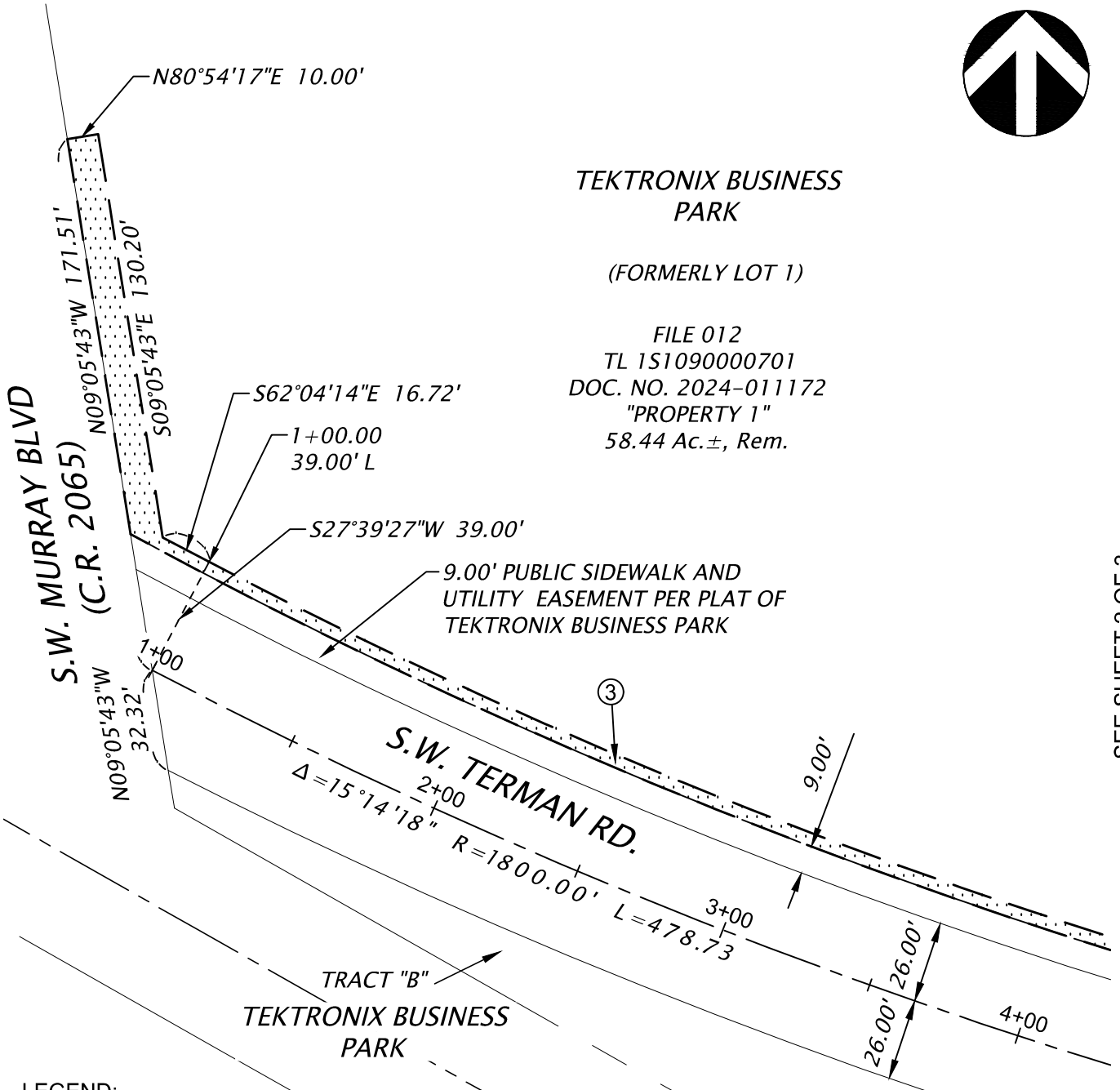
RENEWES: 6/30/2026



TEKTRONIX BUSINESS PARK




(FORMERLY LOT 1)

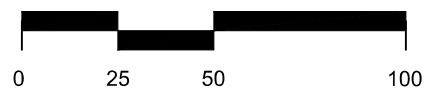
FILE 012
 TL 1S1090000701
 DOC. NO. 2024-011172
 "PROPERTY 1"
 58.44 Ac.±, Rem.



SEE SHEET 2 OF 3

LEGEND:

-  ① PERMANENT EASEMENT FOR TRAIL RIGHT OF WAY PURPOSES
762 SQ. FT.±
-  ② PERMANENT EASEMENT FOR TRAIL RIGHT OF WAY PURPOSES
229 SQ. FT.±
-  ③ TEMPORARY EASEMENT FOR WORK AREA
4,198 SQ. FT.±



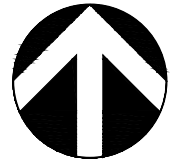
BEAVERTON CREEK TRAIL

FILE NO: 10004012	SUBMITTAL DATE: 8/15/2024	REV'D:
TAX LOT: 0000701	ADDRESS: 14320 SW JENKINS RD.	
TAX MAP: 1S109		



DAVID EVANS AND ASSOCIATES INC.

2100 S River Parkway, Suite 100
 Portland Oregon 97201
 Phone: 503.223.6663



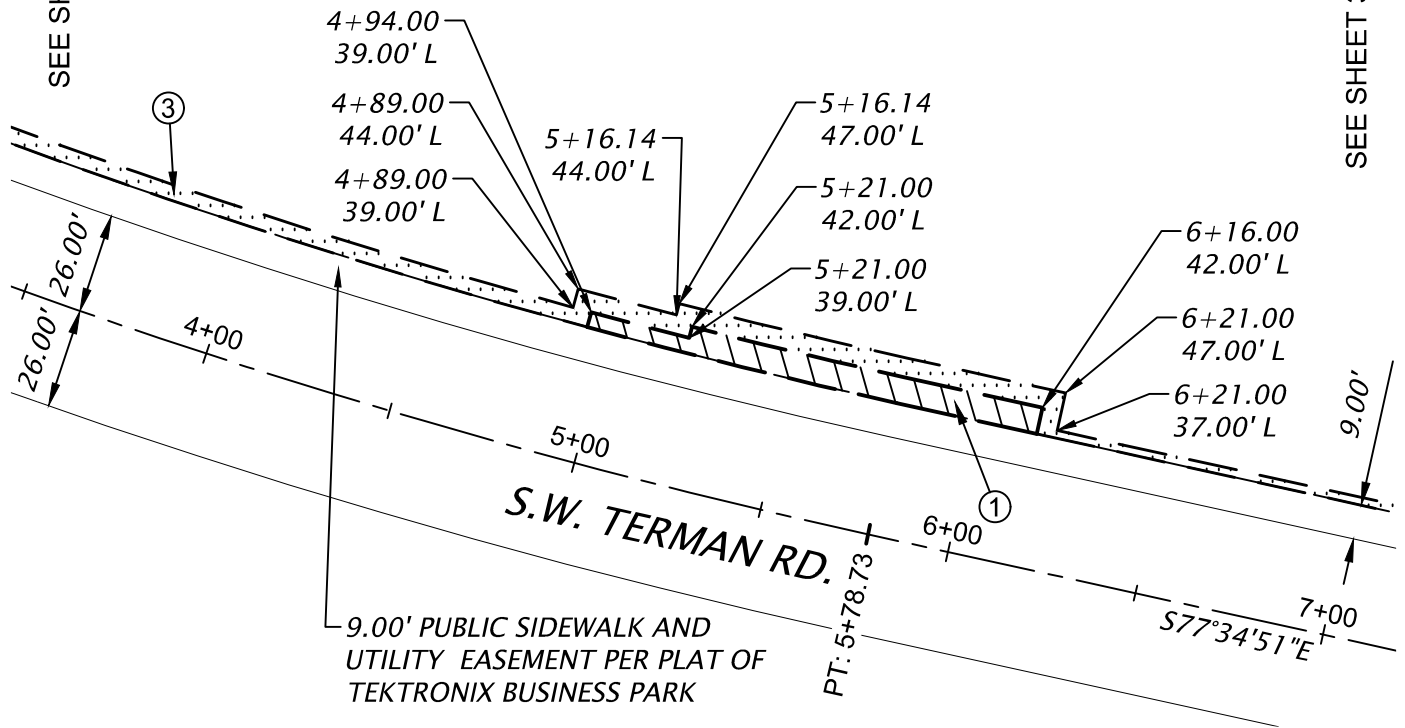
TEKTRONIX BUSINESS
PARK

(FORMERLY LOT 1)




FILE 012
TL 1S1090000701
DOC. NO. 2024-011172
"PROPERTY 1"
58.44 Ac.±, Rem.

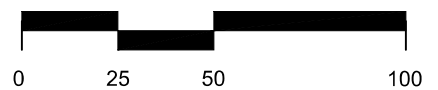
SEE SHEET 1 OF 3

SEE SHEET 3 OF 3



LEGEND:

-  ① PERMANENT EASEMENT FOR TRAIL RIGHT OF WAY PURPOSES
762 SQ. FT.±
-  ② PERMANENT EASEMENT FOR TRAIL RIGHT OF WAY PURPOSES
229 SQ. FT.±
-  ③ TEMPORARY EASEMENT FOR WORK AREA
4,198 SQ. FT.±



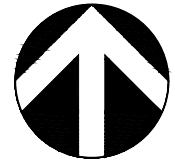
BEAVERTON CREEK TRAIL

FILE NO: 10004012	SUBMITTAL DATE: 8/15/2024	REV'D:
TAX LOT: 0000701	ADDRESS: 14320 SW JENKINS RD.	
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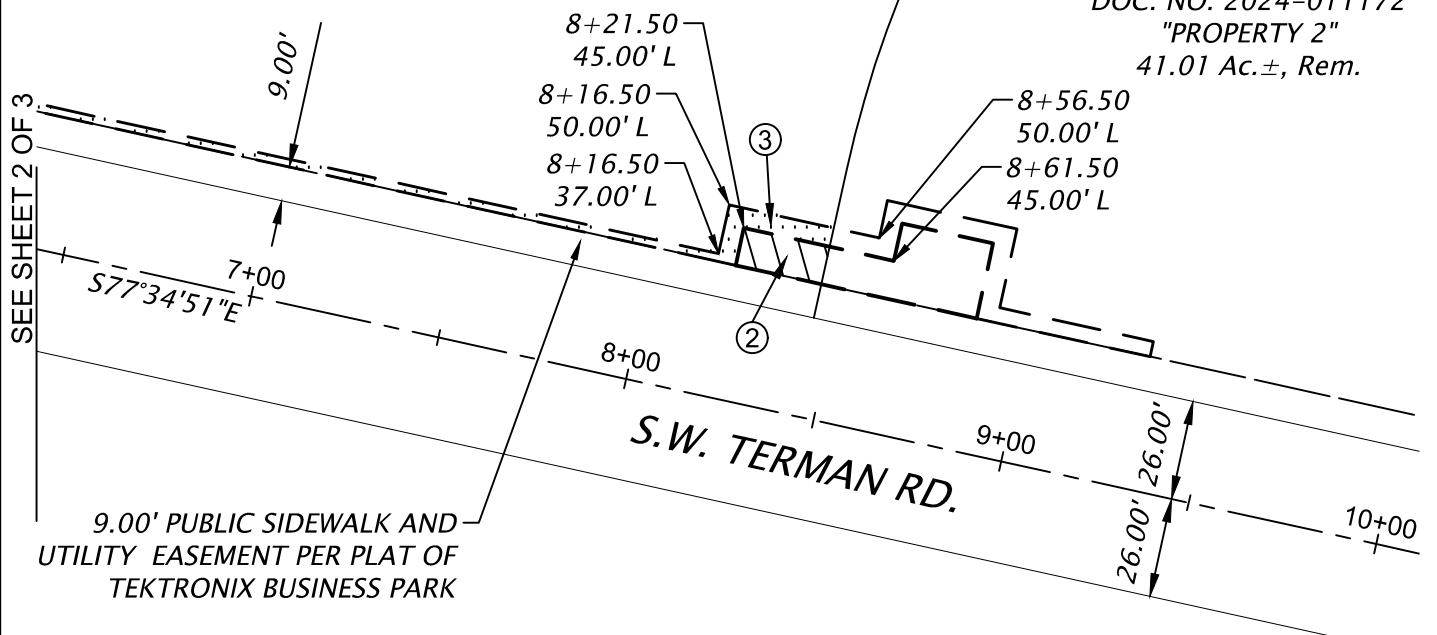


TEKTRONIX BUSINESS PARK
(FORMERLY LOT 1)

FILE 012
TL 1S1090000701
DOC. NO. 2024-011172
"PROPERTY 1"
58.44 Ac.±, Rem.



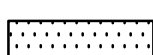
TEKTRONIX BUSINESS PARK

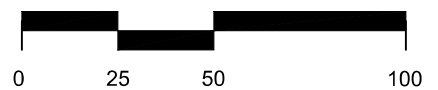
FORMERLY LOT 1
FILE 007
TL 1S1090001551
DOC. NO. 2024-011172
"PROPERTY 2"
41.01 Ac.±, Rem.



9.00' PUBLIC SIDEWALK AND UTILITY EASEMENT PER PLAT OF TEKTRONIX BUSINESS PARK

LEGEND:

-  ① PERMANENT EASEMENT FOR TRAIL RIGHT OF WAY PURPOSES
762 SQ. FT.±
-  ② PERMANENT EASEMENT FOR TRAIL RIGHT OF WAY PURPOSES
229 SQ. FT.±
-  ③ TEMPORARY EASEMENT FOR WORK AREA
4,198 SQ. FT.±



BEAVERTON CREEK TRAIL

FILE NO: 10004012	SUBMITTAL DATE: 8/15/2024	REV'D:
TAX LOT: 0000701	ADDRESS: 14320 SW JENKINS RD.	
TAX MAP: 1S109		



DAVID EVANS AND ASSOCIATES INC.

2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663



MEMORANDUM

DATE: August 28, 2024
TO: Board of Directors
FROM: Doug Menke, General Manager
RE: **General Manager's Report**

Summer Recap and Fall Update

Keely Haugen, Customer Engagement Specialist; Jeff Lee, Athletic Center Supervisor; and Corey Tramel, Aquatics Center Supervisor, will provide the board with a recap of the Summer and an update for the Fall, including registration numbers and special events.



MEMORANDUM

DATE: August 26, 2024
TO: Doug Menke, General Manager
FROM: Aisha Panas, Deputy General Manager
RE: **Resolution Establishing Legislative Advocacy Procedures and 2025 Advocacy Priorities**

Introduction

At the board's September 11, 2024 meeting, Aisha Panas, deputy general manager, will present suggested updates to the district's state and federal legislative platforms as well as a resolution outlining the procedures for legislative priorities and advocacy efforts. Staff are seeking board of directors' approval of Resolution No. 2024-16 regarding legislative advocacy procedures and 2025 advocacy priorities.

Background

The district has established legislative platforms to guide its advocacy efforts at the state and federal levels. These platforms help district staff direct the efforts of legislative consultants who work on behalf of THPRD to make progress within its various priority areas. Very often, there is a need to respond quickly to legislative or regulatory proposals. Resolution 2024-16 provides clear guidance to the THPRD Board of Directors and district staff when monitoring and acting upon bills during state and federal legislative sessions. The Legislative and Advocacy Procedures will provide THPRD's general manager, board president, or other designee with the discretion to advocate on behalf of THPRD's best interests based on its legislative platforms, and the district's values and budget priorities. Staff anticipate issuing a request for proposals (RFP) for lobbying support and wish to seek the board's input on legislative priorities prior to engaging a firm or firms.

Proposal Request

Staff are presenting legislative advocacy procedures and the draft 2025 advocacy priorities for board review and consideration of approval.

Outcomes of Proposal

The attached resolution will provide clear direction on the district's legislative priorities and will allow the district's legislative designee to move THPRD's position forward when legislative or regulatory proposals are being considered.

Public Engagement

The board last approved its state and federal legislative platforms at its March 2023 regular meeting. The platforms took into account the public input received during the development of the district's 2020 Vision Action Plan, which featured an extensive and national award-winning public outreach process.

Action Requested

Board of director's approval of Resolution No. 2024-16 establishing legislative advocacy procedures and 2025 advocacy priorities.

RESOLUTION 2024-16

TUALATIN HILLS PARK & RECREATION DISTRICT, OREGON

A RESOLUTION TO ESTABLISH LEGISLATIVE ADVOCACY PROCEDURES AND 2025 ADVOCACY PRIORITIES

WHEREAS, the Tualatin Hills Park & Recreation District (THPRD) Board's Legislative Advocacy Procedures and Advocacy Priorities, contained herein, will provide the district's General Manager, Board Legislative Liaison, or other designee ("district officials"), discretion to advocate for the park district's best interests. Adherence to legislative advocacy procedures will ensure that legislative inquiries and responses will be administered consistently with "one voice" and in compliance with the identified legislative platforms; and

WHEREAS, this resolution provides District Officials the authority to take legislative positions without further THPRD Board approval, as long as those positions generally adhere to the Legislative Advocacy Procedures and Advocacy Priorities contained herein or as periodically amended by the THPRD Board; and

WHEREAS, it is the policy of THPRD to proactively monitor and advocate for or against legislation as directed by the Advocacy Priorities and by the specific direction of the THPRD Board. This process involves interaction with local, state, and federal government entities both in regard to specific items of legislation and to promote positive intergovernmental relationships. Accordingly, involvement and participation in regional, state, and national organizations and participating in their advocacy work is encouraged; and

WHEREAS, whenever the THPRD Board position on an Advocacy Priority is unclear on how it pertains to the district, the matter shall be brought before the THPRD Board for formal direction; and

WHEREAS, generally, District Officials will not address matters that are not pertinent to the district's local government service authority as provided in ORS 266 and ORS 198, without first obtaining direction from the THPRD Board; and

WHEREAS, monitoring legislation is a shared function of the park district and government associations such as Special Districts Association of Oregon and Oregon Recreation & Park Association; and

NOW THEREFORE, based on the foregoing, the Tualatin Hills Park & Recreation District Board of Directors authorizes District Officials to advocate on behalf of the park district in adherence to the following Legislative Advocacy Procedures and Advocacy Priorities:

LEGISLATIVE ADVOCACY PROCEDURES:

1. District Officials shall review legislative concepts and bills to determine if the legislation (or concept) aligns with the park district's current adopted Advocacy Priorities and are within the powers granted to the park district in ORS 266 and ORS 198.

2. District Officials will review positions and analysis completed by the Special Districts Association of Oregon or Oregon Recreation & Park Association and other pertinent local government associations when formulating positions.
3. If the matter aligns with the park district's Advocacy Priorities, District Officials' response shall be sent to the legislative body reviewing the bill or measure or to the governmental association tracking the issue.
4. Legislative position correspondence initiated by District Officials shall state whether the park district is requesting "support," "support if amended," "oppose," or "oppose unless amended" action on the issue and shall include adequate justification for the recommended action.
5. District Officials may also provide correspondence of concern or interest regarding a legislative issue or rule without taking a formal position.
6. All legislative positions adopted shall be communicated regularly to the THPRD Board. When appropriate, District Officials will submit a report (either written or verbal) summarizing activity on legislative measures to the THPRD Board.

2025 ADVOCACY PRIORITIES:

Federal Advocacy

1. *Active Transportation*
 - a. Identify potential funding sources and apply for funds to construct the Westside Trail bike and pedestrian bridge over Highway 26.
 - b. Advocate for a comprehensive transportation package that includes dedicated funding for active transportation options, including trails and pedestrian projects, and prioritizes connectivity.
 - c. Ask for appropriate guidance and project delivery standards that do not create unnecessary impediments to completion of these projects.
2. *Social Equity*
 - a. THPRD seeks to reduce barriers to participation and ensure equitable delivery of service – barriers can be economic, language, physical, or cultural.
 - b. Advocate for legislation that supports targeted park and recreation services for underserved communities and broadens access to programs where park and recreation services could support these goals.
3. *Natural Resource Conservation*
 - a. Secure funding for the expansion of the Cooper Mountain Nature Park, to conserve open space and preserve rare native oak prairie and endangered wildflowers.
 - b. Continue to view parks and outdoor recreational lands as the essential green infrastructure of our communities and nation. These areas are carbon-reducing landscapes that help clean our air and water, recharge aquifers, reduce storm water runoff and provide habitat for wildlife.
 - c. Seek dedicated resources that will sustain, protect, restore, and expand these environmental assets.

4. *Community Health & Wellness*

- a. Prioritize legislation that supports the growing role of parks and recreation in improving individual and community health through increased physical activity, the prevention of chronic disease, the rehabilitation of wounded service members, and opportunities for the inclusion of individuals experiencing disabilities in all activities.
- b. Improve access to affordable and healthy food to improve health and wellness.
- c. THPRD supports legislation that creates opportunities for education and activities that promote nutrition and healthy lifestyles.

5. *Climate Adaptation & Community Resiliency*

- a. Advocate for funding to mitigate the impacts of climate change and natural disasters. These efforts include managing forests and urban tree canopies to adjust to drought impacts as well as emerging pests such as the Emerald Ash Borer, which has the potential to greatly change the landscape within the park district due to the large stands of ash trees throughout the region.
- b. Position the park district as a key player in the response to extreme weather events and natural disasters by building capacity to serve as central hubs for resources and refuge. Seek funding for seismic improvements, generators, air purifiers, and equipment to allow THPRD to serve its community members during these scenarios.
- c. Ensure THPRD is eligible to participate in FEMA's risk management and resiliency programs and is included as a stakeholder in the development of public emergency preparedness programs.

State Advocacy

1. *Local Agency Control & Authority*

- a. Work with partners statewide to develop a long-term fix for recreational immunity protections.
- b. Develop a strategy for annexation of areas within THPRD's ultimate service boundary.
- c. Maintain local agency control and authority to implement statewide policies within the context of agency and community needs.
- d. Request careful consideration of the full impact of mandates on park and recreation agencies and services, especially unfunded mandates.

2. *Systems Development Charges (SDCs)*

- a. Partner to proactively address our region's needs for affordable housing through locally designed efforts that apply to all cost impacts.
- b. Build upon tools and policies developed by THPRD and maintain local agency autonomy on policy decisions regarding local SDC resources.
- c. Preserve ability to utilize SDCs to ensure that new growth is financially self-sustaining.

3. *Equitable Access to Parks and Recreation*

- a. Advance efforts for equitable, affordable, culturally-relevant, inclusive, developmentally appropriate, safe, and community-led social supports for our community, including preschool and afterschool care.
- b. Seek opportunities to direct funding of social supports that align with our mission and values to further the Access for All initiative.

4. *Funding for Parks & Recreation and Trails*

- a. Participate in the statewide conversation regarding tax and local revenue reform.
- b. Identify potential funding sources and apply for funds to construct the Westside Trail bike and pedestrian bridge over Highway 26.
- c. Secure funding for the expansion of the Cooper Mountain Nature Park to conserve open space and preserve rare native oak prairie and endangered wildflowers.
- d. Preserve and enhance funding levels for Local Government Grant, State Parks & Recreation Department, and other programs.

5. *Climate Adaptation and Community Resiliency*

- a. Ensure that our planning and development efforts address climate change and resiliency in parks, facilities, and operations. Prioritize cybersecurity efforts and emergency management practices and coordination.
- b. Provide and partner with other agencies to offer essential services and spaces to serve as hubs for resources and refuge.

Approved and adopted on September 11, 2024 by the Board of Directors of the Tualatin Hills Park & Recreation District.

Barbie Minor, President

Alfredo Moreno, Secretary

ATTEST:

Lindsay Lambert, Recording Secretary



MEMORANDUM

DATE: August 21, 2024
TO: Doug Menke, General Manager
FROM: Aisha Panas, Deputy General Manager
RE: **Resolution Naming New Neighborhood Parks**

Introduction

District staff have recently completed community outreach for the naming of two new neighborhood parks. Staff is seeking board of directors' approval of resolution No. 2024-17 (Attachment 1), for the recommended park names.

Background

The district engaged underrepresented communities (organizations and individual community leaders) to develop a catalog of names, which emerged from an intentional outreach process, including conversations with local Black, Indigenous, and People of Color organizations and leaders. While the development of the names catalog is ongoing, staff used this list of names as a starting point for the naming process of these two new, unnamed parks. The process for each recommended name started with an Internal Naming Committee (committee). Staff then gathered input on each recommended name from the district's management team, the broader community, and the Parks & Facilities Advisory Committee.

Proposal Request

Staff is requesting that the board of directors approve the two recommended names for the district's future park sites.

A map of these park locations is attached as Exhibit A to the resolution adopting the proposed names. A summary of the recommended park names with supporting information demonstrating adherence to THPRD's naming policy is attached as Exhibit B.

Outcomes of Proposal

The recommended names have been provided through an intentionally inclusive process of engaging underrepresented communities first in the naming process. The recommended site names are intended to welcome and inspire members of our community to visit and enjoy THPRD parks and trails.

Public Engagement

Once the names were identified based on the initial outreach process through the Names Catalog project, community input about each site's unique features was solicited, and broader community input was gathered through online surveys and tabling at local community events. Survey respondents most often learned about the surveys through social media, local NACs or CPOs, site signs, staff tabling at local events, bilingual newsletters, project email listservs, and the THPRD webpage and bilingual news-blog. Each survey included a contextual description for each name, including a translation, pronunciation (when appropriate), and description of relationship to the park. Survey responses and community feedback are summarized and sorted below.

Park Site #1: Saqsaqa Park (*sahk/sahk/a*) (formerly Future Park at NW Heckman Lane)

- Total of 22 survey respondents
- 68% of respondents (15 respondents) liked or loved the name
- 18% of respondents (4 respondents) were neutral to the name or responded in a way that was unclear
- 14% of respondents (3 respondents) did not like the name with reasons listed below under 'Concerns'
- Highlights from respondents:
 - It makes sense.
 - Unique.
 - I like it. It will take time to pronounce it.
 - Special inclusive name - really like it
- Concerns from respondents:
 - One respondent shared that a name that is 'Hispanic would be fitting for the large Hispanic population'.
 - One respondent shared that it is too difficult to pronounce.

Park Site #2: Serenity Park (formerly Future Park at Pointer Road)

- Total of 78 survey respondents
- Of the three names proposed, Serenity Park received the most votes (41%)
 - The other two names considered were: Meeting Point Park and Floating Trees Park.
- Highlights from respondents:
 - Serenity Park is just so peaceful and perfect
 - A serene park is ideal for the size
 - Very excited for this new park!
- Concerns from respondents:
 - A few respondents indicated they didn't like any of the names
 - Some respondents suggested a name not on the list
 - West Slope Neighborhood Association Committee (NAC) advocated for the name Canyon Park
- Staff met multiple times with the West Slope NAC to discuss and collaborate on the community engagement process. NAC members also met with two THPRD board members and staff in June 2024 to address naming concerns.

Action Requested

Board of directors' approval of Resolution No. 2024-17, naming two new park sites as Saqsaqa Park and Serenity Park.

RESOLUTION No. 2024-17

**A RESOLUTION OF THE TUALATIN HILLS PARK & RECREATION DISTRICT
BOARD OF DIRECTORS NAMING NEW PARK SITES**

WHEREAS, the Tualatin Hills Park & Recreation District (THPRD) Board adopted District Compiled Policies (DCP) to guide its consideration of various THPRD operational matters including the renaming of THPRD-owned properties; and

WHEREAS, THPRD will develop two new parks, has conducted an inclusive engagement process with underrepresented community organizations and leaders to identify names for these new parks, gathered public input on these names, and is subsequently recommending two names for these new parks; and

WHEREAS, consistent with DCP 8.07 inasmuch as the names preserve and honor the history of THPRD and the communities it serves; and, considers each site's history, geographical location, community, and natural features.

NOW THEREFORE, based on the foregoing, the Tualatin Hills Park & Recreation District hereby resolves as follows:

Section 1. That the new park sites depicted on the attached Exhibit A as Park Site #1 be named **Saqsqa**, and Park Site #2 be named **Serenity Park**. A summary of the recommended park names with supporting information for each name and demonstrating adherence to THPRD's naming policy is attached as Exhibit B. And, the general manager and staff are to take such steps as are deemed by them necessary to affect said names in a timely manner.

Section 2. That this resolution is and shall be effective from and after its passage by the Board of Directors.

Approved and adopted on September 11, 2024 by the Board of Directors of the Tualatin Hills Park & Recreation District.

Barbie Minor, President

Alfredo Moreno, Secretary

ATTEST:

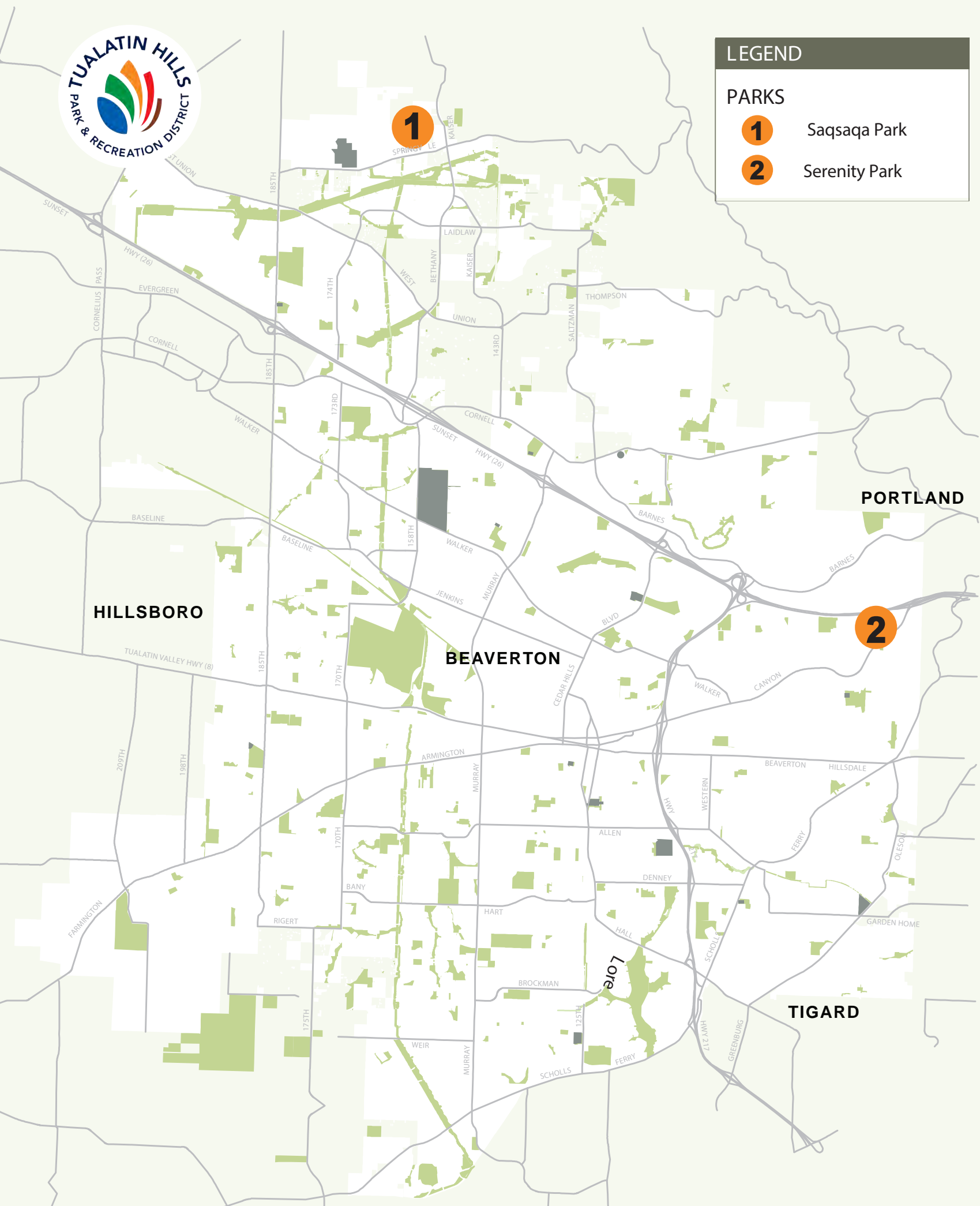
Lindsay Lambert, Recording Secretary



LEGEND

PARKS

- 1** Saqsaqa Park
- 2** Serenity Park



Recommended Names & Descriptions

The following table provides a map number in reference to Exhibit A, the site location or temporary name used for the site, the newly recommended site name, and a description of that recommended name.

Map #	Former/Temporary Site Name	Recommended Site Name	Name Description
1	Future Park at NW Heckman Lane	Saqsqa Park <i>(sahk/sahk/a)</i>	This name is an Arabic onomatopoeia for the “tweet tweet” sound that birds make. The name was chosen to match the community’s vision for a park where they can see and hear birds and other wildlife. The name prompts visitors to listen and hear the frequent singing of birds in the wetlands. It offers learning opportunities (like interpretive signage and art) for all ages that onomatopoeia sounds for different animals are not universal across languages.
2	Future Park at Pointer Road	Serentiy Park	The terms serenity and serene are derived from Middle French and Latin meaning clearness, peaceful, calm, unclouded, and tranquil. This name captures one of the many reasons community members enjoy visiting THPRD parks, trails, and natural areas – finding a sense of serenity through play, relaxation, the sounds of nature, and the openness of the outdoors.

Statement of Justification: Pursuant to DCP 8.07 (District Compiled Policy for Naming of District Property) and P&P 4.05.01 (Operational Policies & Procedures: Guidelines for Naming of District Property), the recommended names fall within the broad naming category of ‘Historic Events, People, Places and Symbolic Terms of local cultural significance’, and also adhere to the definitions of classifications of district properties established in the Comprehensive Plan. Further, staff believes the recommended names consider the sites’ locations and ecology, holds symbolic value that transcends its ordinary meaning or use and enhance the character and identity of the district properties, and reflect themes having broad public support by the community. Given these considerations, staff also believes the recommended names best serve the interests of the district and its residents and promote a worthy and enduring legacy for the district’s park and recreation system.