

City of Wilsonville

City Council Meeting

February 3, 2020



AGENDA

**WILSONVILLE CITY COUNCIL MEETING
FEBRUARY 3, 2020
7:00 P.M.**

**CITY HALL
29799 SW TOWN CENTER LOOP EAST
WILSONVILLE, OREGON**

Mayor Tim Knapp

Council President Kristin Akervall
Councilor Charlotte Lehan

Councilor Joann Linville
Councilor Ben West

CITY COUNCIL MISSION STATEMENT

To protect and enhance Wilsonville's livability by providing quality service to ensure a safe, attractive, economically vital community while preserving our natural environment and heritage.

Executive Session is held in the Willamette River Room, City Hall, 2nd Floor

- 5:00 P.M. EXECUTIVE SESSION** [25 min.]
A. Pursuant to: ORS 192.660 (2)(e) Real Property Transactions
ORS 192.660(2)(h) Legal Counsel / Litigation
- 5:25 P.M. REVIEW OF AGENDA AND ITEMS ON CONSENT** [5 min.]
- 5:30 P.M. PRE-COUNCIL WORK SESSION**
- A. Boeckman Dip Bridge Alternatives Analysis (CIP #4212). (Weigel/Kraushaar) [30 min.]
 - B. 5th to Kinsman Eminent Domain Resolution Amendment (Weigel) [10 min.]
 - C. Korean War Memorial Interpretative Center Agreement (Stevenson/McCarty) [20 min.]
 - D. Grant Funded Bus Purchase (Simonton) [10 min.]
- 6:40 P.M. ADJOURN**
-

CITY COUNCIL MEETING

The following is a summary of the legislative and other matters to come before the Wilsonville City Council a regular session to be held, Monday, February 3, 2020 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on January 21, 2020. Remonstrances and other documents pertaining to any matters listed in said summary filed at or prior to the time of the meeting may be considered there with except where a time limit for filing has been fixed.

7:00 P.M. CALL TO ORDER

- A. Roll Call
- B. Pledge of Allegiance
- C. Motion to approve the following order of the agenda and to remove items from the consent agenda.

7:05 P.M. MAYOR'S BUSINESS

- A. Upcoming Meetings

7:05 P.M. COMMUNICATIONS

- A. None.

7:15 P.M. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS

This is an opportunity for visitors to address the City Council on items *not* on the agenda. It is also the time to address items that are on the agenda but not scheduled for a public hearing. Staff and the City Council will make every effort to respond to questions raised during citizens input before tonight's meeting ends or as quickly as possible thereafter. Please limit your comments to three minutes.

7:25 P.M. COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS

- A. Council President Akervall
- B. Councilor Lehan
- C. Councilor West
- D. Councilor Linville

7:35 P.M. CONSENT AGENDA

- A. **Resolution No. 2786**
A Resolution Of The City Of Wilsonville Authorizing South Metro Area Regional Transit (Smart) To Purchase Two 21-Passenger Compressed Natural Gas Buses From Schetky NW Sales, Inc. (Simonton)
- B. **Resolution No. 2792**
A Resolution Of The City Of Wilsonville Authorizing The City Manager To Amend A Professional Services Agreement With Murraysmith, Inc. For Design And Construction Engineering Services For The Memorial Park Pump Station Project (Capital Improvement Project #2065). (Nacrelli)

7:45 P.M. NEW BUSINESS

- A. **Resolution No. 2785**
A Resolution Of The City Of Wilsonville Authorizing A Korean War Memorial Interpretive Center Agreement Between The City Of Wilsonville And The Korean War Memorial Foundation Of Oregon. (Stevenson/McCarty)
- B. **Resolution No. 2790**
A Resolution Of The City Of Wilsonville Amending Resolution No. 2676 Authorizing Acquisition Of Property And Property Interests Related To Construction Of The 5th Street / Kinsman Road Extension Project Through Eminent Domain. (Weigel)
- C. **Resolution No. 2791 – Option 1**
A Resolution Adopting Initiative Measure For Term Limits. (Jacobson/Cosgrove/Veliz)
- D. **Resolution No. 2791 – Option 2**
A Resolution Rejecting Initiative Measure For Term Limits. (Jacobson/Cosgrove/Veliz)

8:10 P.M. CONTINUING BUSINESS

- A. None.

8:10 P.M. PUBLIC HEARING

A. **Ordinance No. 840**

An Ordinance Of The City Of Wilsonville Authorizing The Preparation, Submittal, And Publication Of Explanatory Statements For Voters' Pamphlets; And Declaring An Emergency. (Jacobson/Cosgrove/Veliz)

8:25 P.M. CITY MANAGER'S BUSINESS

8:30 P.M. LEGAL BUSINESS

8:35 P.M. ADJOURN

*Urban Renewal Agency Meeting
Immediately Following the City Council Meeting*

Time frames for agenda items are not time certain (i.e. Agenda items may be considered earlier than indicated.) Assistive Listening Devices (ALD) are available for persons with impaired hearing and can be scheduled for this meeting if required at least 48 hours prior to the meeting. The city will also endeavor to provide the following services, without cost, if requested at least 48 hours prior to the meeting: Qualified sign language interpreters for persons with speech or hearing impairments. Qualified bilingual interpreters. To obtain services, please contact the City Recorder, (503) 570-1506 or cityrecorder@ci.wilsonville.or.us.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: February 3, 2020		Subject: Boeckman Dip Bridge Alternatives Analysis (CIP #4212)	
		Staff Member: Nancy Kraushaar, PE, Civil Engineer and Zachary J. Weigel, PE, Capital Projects Engineering Manager	
		Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: N/A			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities	<input checked="" type="checkbox"/> Adopted Master Plan(s): Transportation System Plan Project UU-01	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Staff will brief Council on the Boeckman Dip Bridge project development work completed to date and requests Council discussion and direction on a number of future project issues and next steps.

EXECUTIVE SUMMARY:

The proposed “Boeckman Dip Bridge” will upgrade a section of Boeckman Road that was constructed in the 1960s according to USGS mapping records. At that time the road was straightened from its previous switchback alignment, and a large corrugated metal pipe (CMP) culvert was installed to convey creek flows.

Boeckman Road, one of only three east-west cross-town arterials in Wilsonville, serves an important role in the City’s transportation system; becoming even more important as the Frog Pond neighborhoods build out. The bridge project, included in the Wilsonville Transportation Plan (TSP) as Project UU-01, will upgrade the existing steep and narrow rural roadway alignment to urban standards. The bridge will provide safe bicycle and pedestrian facilities that connect residential neighborhoods, jobs, schools, and commercial land uses. The alignment will improve sight distances through the area, particularly at the Canyon Creek Road intersection, which will be signalized in the near future, and remove the barrier that the steep road creates for bicycles. The bridge will also provide for wildlife passage under Boeckman Road.

The TSP also includes the Boeckman Creek Trail (Projects RT 01A, 01B, and 07), a north-south trail through east Wilsonville that follows Boeckman Creek and will ultimately extend all the way from the Frog Pond neighborhoods to Memorial Park. The Boeckman Dip Bridge project work scope has to date assumed the existing access/maintenance road north of Boeckman Road will remain but will be relocated to the east. Staff recommends the project also address how a future Boeckman Creek Trail alignment can best be accommodated within the project reach.

Over time, the Boeckman Creek basin was significantly altered not only by urban development within the basin but possibly more importantly by modifications to its natural drainage basin boundaries. Substantial drainage areas were added and out-of-basin flows were diverted to the Boeckman Creek basin. These areas are north and west of Boeckman Road including Mentor Graphics up to and including Argyle Square.

Designed to address and manage these out of basin flows in order to protect against flooding and the overall integrity of Boeckman Creek, the main creek culvert is enhanced with flow control infrastructure as illustrated in the photos below. These include a benched embankment on the north (upstream) side of the Boeckman Road with an emergency overflow culvert; a main culvert and flow control structure at the creek level; and an inundation easement. Comparative elevations are:

Boeckman Road surface at low point: elevation = 176+/- feet

Upper bench and emergency overflow culvert: elevation = 154+/- feet

Main culvert near base of flow control structure: elevation = 140+/- feet



Main Large Corrugated Metal Pipe (CMP) Culvert Conveys Creek Flows Under the Road



North to South View from Boeckman Creek up to Boeckman Road – Shows flow control structure for culvert and creek level, upper bench and road (see car)



Emergency Overflow Culvert (42"x66" CMP - Corrugated Metal Pipe) Located on Upper Bench



Profile from Road to Upper Bench



Upper Bench Looking Down at Creek and Flow Control Structure

Project Development Update - Engineering Reports Completed to Date

The OBEC Consulting Engineers (OBEC) **May 2014 “Boeckman Dip Planning Design Narrative for Frog Pond Master Plan”** explores alignments and develops costs for two bridge options:

Option A – 305-ft long bridge meeting the minimum profile (vertical grade) to comply with design standards (6 percent maximum grade) - \$13.1 million*

Option B – 432-ft long bridge with flatter slope (3.5 percent maximum grade) to accommodate a possible east to west sewer line (sewer was since determined to not be needed) - \$17.9 million*

**These cost estimates are both in 2013 dollars and include a 30 percent planning contingency of which detour and traffic control costs were considered a part of.*

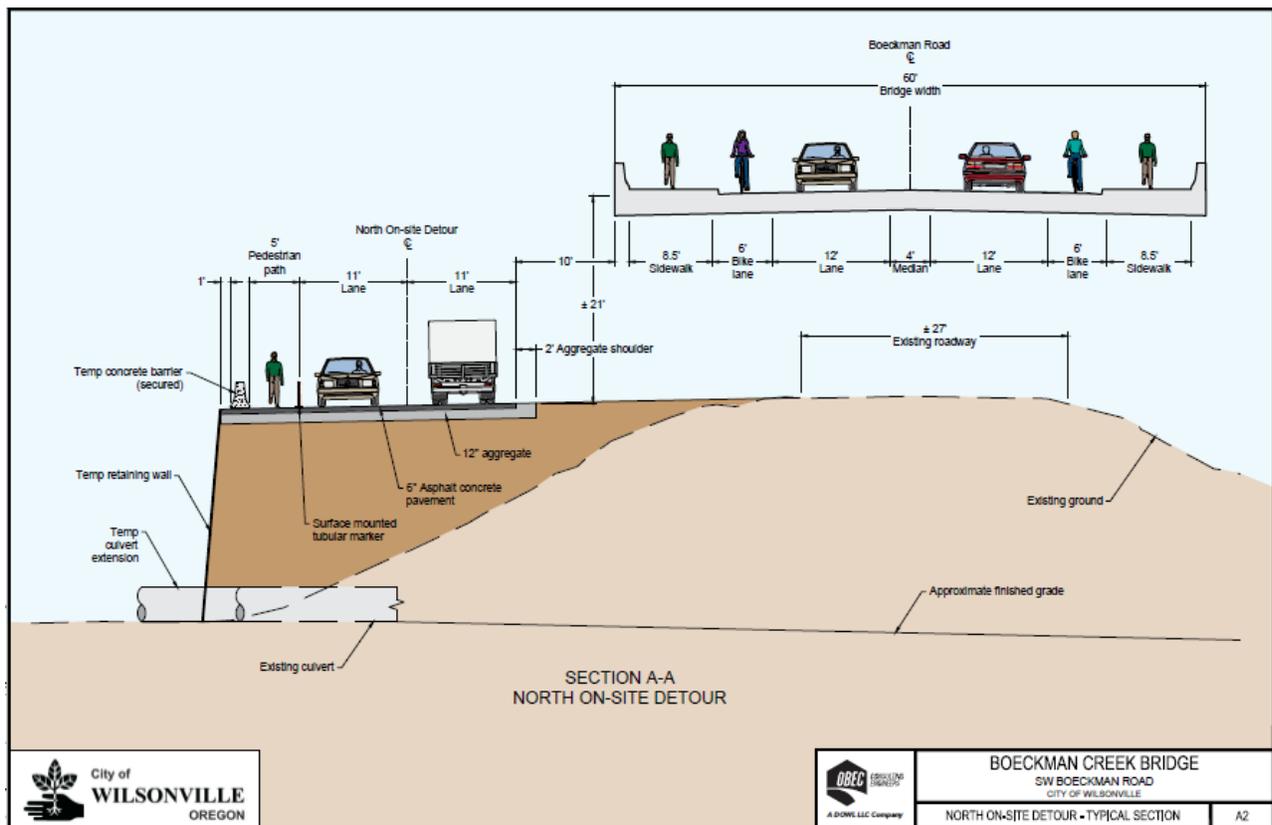
The OBEC narrative concludes that Option A results in the shortest bridge at the least cost. Both options:

- Build out the Boeckman Road Dip to accommodate bicycles and pedestrians on both sides of the road,
- Remove the roadway embankment fill down to the upper level bench and emergency overflow culvert, and
- Include a concrete roadway section.

The OBEC (dba DOWL) December 2019 “Boeckman Dip Alternative Analysis Memorandum” explores costs, permitting, and right-of-way implications for three construction detour alternatives focusing on minimizing a full road closure. The Option A bridge is lengthened 80 feet (380-foot long bridge) for all three to preserve a significant tree at 7550 Boeckman Road.

The memorandum also updates cost estimates to 2021 dollars and provides a separate cost estimate range for removing the large CMP culvert under Boeckman Road and associated upstream flow control infrastructure with the upper bench embankment for “Full Channel Restoration”. Please note that a Full Channel Restoration approach represents a tremendous undertaking that has not been included in the scope of work for the project to date.

Alternative 1 – “North On-site Detour” constructs a temporary full two-lane road, widening the existing road 60 feet to the north. The bridge would be built over the existing road, while traffic uses the temporary road. All vegetation would be removed in the area of the temporary road; the area would be replanted after the temporary road is removed. The memo estimates a 15-month construction duration (to substantial completion) and two-week and four-week full road closures are needed to complete construction. Alternative 1 potentially impacts approximately 27 additional trees (typically red alder and Douglas fir) and a possible wetland on the upper bench compared to a full road closure. See “North On-site Detour Section A-A” and photo of temporary road detour impact area below.

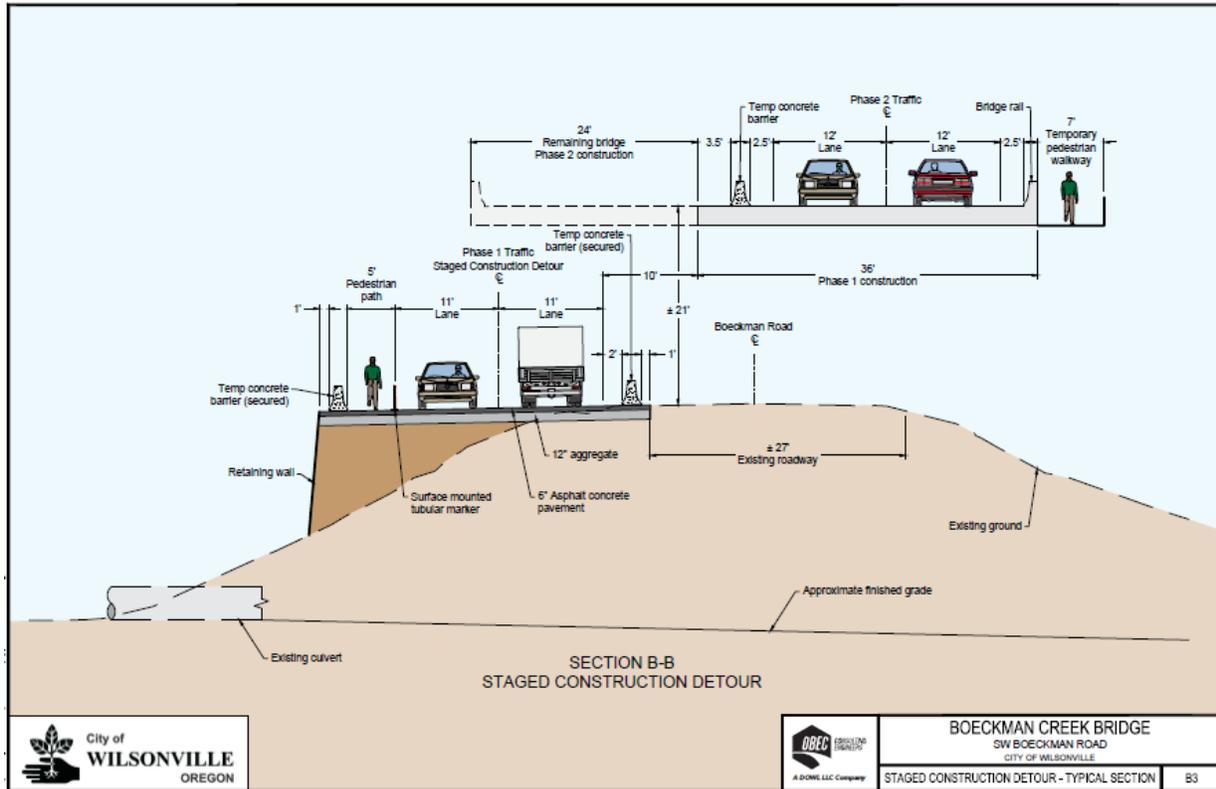




Temporary Detour Road Impact Area on North Side of Boeckman Road

Alternative 2 – “South On-site Detour” constructs a temporary road on the south side of the existing Boeckman Road. This option has been deemed impractical due to property impacts to an existing retaining wall and homes on Bouchaine Court in Arbor Crossing.

Alternative 3 – “Staged Construction Detour” constructs a Phase 1 temporary two-lane road to be used as a detour while constructing the south side of the bridge. Phase 2 would construct the north side of the bridge while traffic is routed onto the south side of the bridge constructed during Phase 1. This alternative would widen the existing road 36 feet to the north. All vegetation would be removed from the temporary road footprint; the area would be replanted after the temporary road is removed. The memo estimates a 17-month construction duration (to substantial completion) and two-week and four-week plus intermittent one to two-day full road closures needed to complete construction. Alternative 3 potentially impacts approximately 17 additional trees (typically red alder and Douglas fir) and a possible wetland on the upper bench compared to a full road closure. See North On-site Detour Section A-A below.



The memorandum concludes the “Full Closure” detour offers least cost, the shortest construction time of 12 months, and potentially impacts the fewest trees; Alternative 1 detour is medium cost (approximately \$1 million more detour costs) and construction time; and Alternative 3 detour is highest cost (approximately \$1.2 million more detour costs) and construction time. Alternative 1 would be preferred over Alternative 3 because it is less expensive, offers more construction staging area, and has a shorter construction time. Please note that bridge construction and detour options should be further explored and include contractor input during the project’s 30 percent design phase.

The memorandum estimates the Option A bridge (lengthened 80 feet) cost (including a 30 percent contingency) associated with these three detour options. The three cost estimates reflect the new and more detailed information on detour construction, right-of-way, and traffic control, and 2021 dollars using a 4 percent inflation factor.

- Bridge with Alternative 1 Detour – \$18.2 million
- Bridge with Alternative 3 Detour – \$19.8 million
- Bridge with Full Road Closure – \$16.4 million

For a “Full Channel Restoration” bridge option, the memorandum estimates a separate additional cost range of \$2 to \$3.7 million (to any of the detour alternatives) and a three to six-month extension to construction time. Please note that these estimates could be greater depending on the extent of fill/embankment removal and environmental permit requirements such as the extent of channel alterations and mitigation beyond the bridge project reach.

As part of the OBEC (dba DOWL) memorandum, DKS Associates prepared the **June 2019 “Wilsonville Boeckman Road Dip Detour – Traffic Study”** that evaluates the effect that a full closure and the associated traffic diversion would have on the rest of the transportation system. The study concludes that impacts to the majority of the study intersections are minor; they can support the temporary diversion of PM peak hour traffic volumes from Boeckman Road with the exception of the Stafford Road/65th Avenue intersection. This intersection fails under existing (2019) conditions as well as with full closure detour conditions. A temporary traffic signal to relieve congestion at this intersection would help mitigate the impacts of the Boeckman Road closure. The intersection is under Clackamas County jurisdiction and the signal requires their approval.

DETOUR SUMMARY	Alt. 1 (North)	Alt. 3 (Staged)	Alt. 4 (Closure)
Cost (Above Available Funds)	\$18.2M (\$3.7M)	\$19.8 M (\$5.3M)	\$16.4M (\$1.9M)
Boeckman Road Impacts	25 mph speed	30 mph speed	Temp. Signal & Stafford & 65 th
Boeckman Road Closures	2	2 + intermittent	1
Road Closure Period (Total)	6 weeks	6 weeks + days	40 weeks (9 months)
Construction Period	15 months	17 months	12 months
Temporary Access Width*	60 feet	36 feet	None
Environmental Impacts**	Highest	High	Lowest

Note: The Costs summarized above do not include the separate cost range for a Full Channel Restoration

*Total width of tree and vegetation removal and stream impacts to allow for temporary shifting of traffic on the north side of Boeckman Road that will be restored at the end of the Project.

** Environmental impacts include removal of trees and vegetation and temporary extension of culvert within the Boeckman Creek channel.

Future Project Issues and Next Steps

Staff requests that the City Council discuss and provide direction on the following project issues and design considerations as the project moves forward.

Full Channel Restoration and Hydraulic/Hydrologic Study – The most critical next step for the project will be to decide if a Full Channel Restoration approach is desired and feasible. As currently scoped, the roadway embankment will be removed down to the upper bench on the north side of the road. The existing emergency overflow culvert likely will be replaced with some sort of overflow channel incorporated into the resulting finished grade. This approach preserves the existing main culvert and flow control structure. Pursuing Full Channel Restoration that removes this infrastructure necessitates a comprehensive Hydraulic/Hydrologic study.

To determine the feasibility of Full Channel Restoration, the impacts of the associated flow modifications to Boeckman Creek and the stability of the creek bed and banks through the project reach and downstream to the Willamette River must be understood. As noted previously in this report, the Boeckman Creek drainage basin area was significantly altered from its natural basin boundaries. The flow control infrastructure serves to manage the drainage from out-of-basin flows diverted to Boeckman Creek. Its removal requires careful analysis and an understanding of impacts and how flow can continue to be correctly managed.

Staff requests direction from Council on whether or not the City wishes to pursue Full Channel Restoration with the bridge project.

If Council chooses to not pursue the Full Channel Restoration, staff recommends that a hydraulic/hydrologic study be initiated with a more limited project scope. The study should at a minimum evaluate the need for infrastructure upgrades for potential capacity and/or life-cycle deficiencies. The study could also explore modifications to the main culvert and flow control structure that would be beneficial for fish passage and/or other potential stream enhancements.

The adopted 2012 Stormwater Master Plan includes Project ST-7, Boeckman Creek at Boeckman Road Stormwater Study. Staff recommends this project move forward now with a scope that focuses on providing stream flow and stormwater management information needed for the bridge project. The project was not included in the adopted Capital Improvement Plan (project list) used to update the City's current stormwater rate and system development charge (SDC). Staff recommends the project list be updated by resolution to include the project with an updated cost. This information can then be incorporated in the proposed 2020 Stormwater Rate and SDC analysis.

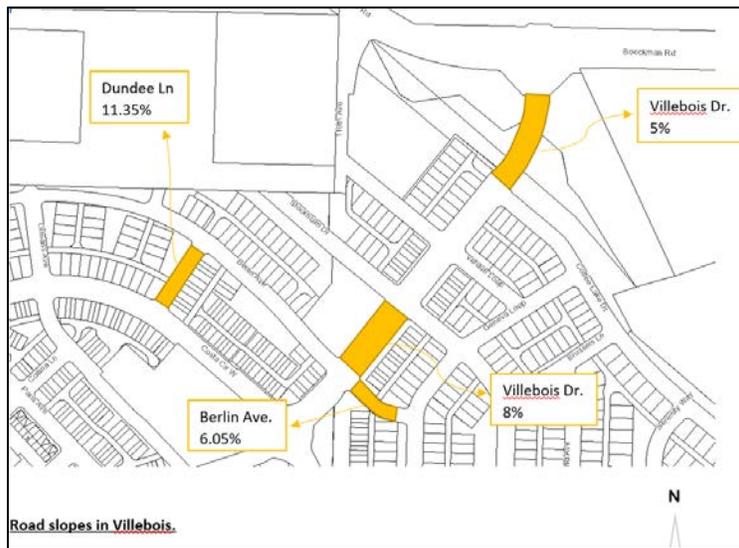
Bridge Length – Staff requests confirmation from Council to continue (or not) with the added 80 feet to protect the significant Oregon white oak tree at 7550 Boeckman Road (see photo below).



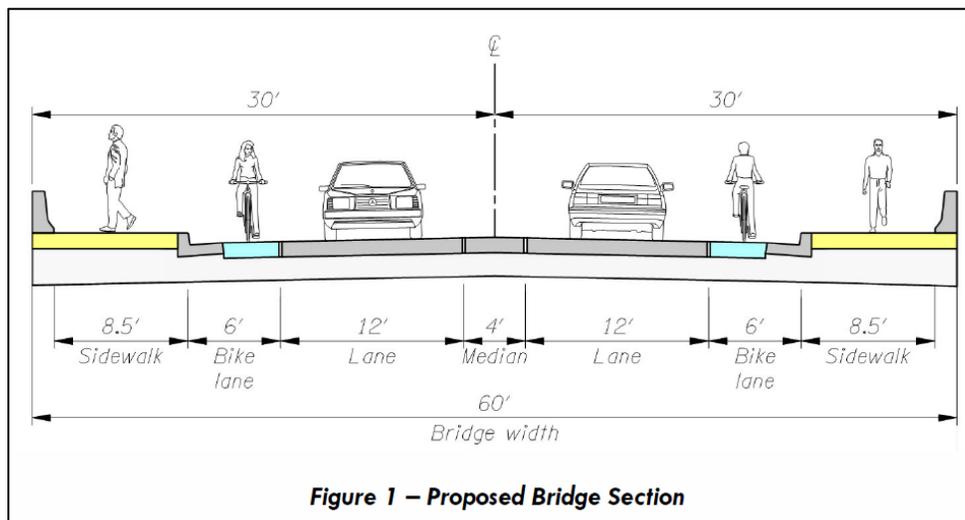
Bridge Aesthetics – Staff requests Council direction on adding art and/or architectural detail such as bridge end treatments (and to what extent) and/or a viewing platform to the bridge design. These bridge enhancements will add cost to the project. Does the Council wish to limit bridge aesthetics to a certain budget? Please note that the adopted Frog Pond West Master Plan calls out the Boeckman Bridge as an opportunity for a “gateway” treatment that could include:

- A strong vertical element
- Materials and design compatible with natural setting of Boeckman Creek Corridor
- Potential location and integration with access to Boeckman trail
- Emphasize Boeckman Creek identity

Bridge Vertical Profile (Grade) – The current design profile meets minimum bridge design standards with a 6 percent maximum vertical grade. Staff requests direction from Council to look at options that flatten the slope to ease bicycle and pedestrian travel on the bridge noting that this is one of only three cross-town east-west arterials and should be designed to well serve all travel modes. For reference, comparative fairly steep Villebois street slopes are illustrated below.



Proposed Bridge Section – The current design cross-section includes 8.5-foot wide sidewalks, 6-foot wide bike lanes, two 12-foot travel lanes and a 4-foot median (see Figure 1 below) for a 60-foot wide bridge (see below). Staff requests that the cross-section continue to be refined to assure that all modes have the necessary width for safe travel.



Alternative Project Delivery (Contracting) Methods - Staff is evaluating a variety of Project Delivery Methods for the Boeckman Dip Bridge project and will present findings at a future City Council meeting for Council consideration and direction.

Additional Funding Sources – Staff is evaluating a number of options to fill the gap in bridge project funding based on updated bridge design assumptions, inflation, and other added analysis and will present these options to City Council for consideration at a future meeting.

EXPECTED RESULTS:

The staff briefing will update the City Council on project progress and allow for discussion and direction for the project as it moves forward.

TIMELINE:

Should City Council direct staff to proceed with a hydraulic/hydrologic study, the City will immediately procure professional services with an engineering consulting firm to scope and perform the analysis. Upon completion of the hydraulic/hydrologic study, staff will brief the Council on the results. Staff expects to then be ready to move directly forward with either a traditional or an alternative project delivery approach for the bridge design and construction in Q3 of 2020.

CURRENT YEAR BUDGET IMPACTS:

The approved FY 2019-20 budget includes \$935,000 in Year 2000 Urban Renewal District funds for project design and overhead associated with the Boeckman Dip Bridge project (CIP #4212). The project is to be designed jointly with the Boeckman Road Street Improvements – Frog Pond project (CIP #4205) and the Canyon Creek/Boeckman Traffic Signal project (CIP #4206).

Should City Council direct staff to proceed with a hydraulic/hydrologic study to help inform the Boeckman Dip Bridge project, a supplemental budget adjustment will be necessary to add Stormwater System Development Charge and Stormwater Operating funds to the current fiscal year budget estimated at \$80,000. The full amount of funding for the Boeckman Dip Bridge, Boeckman Road and Canyon Creek Signal will not be expended this current Fiscal Year and will need to be re-appropriated next fiscal year.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 1/29/2020

Limited funding is available from the Stormwater Operating fund.

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 1/29/2020

COMMUNITY INVOLVEMENT PROCESS:

A community involvement process will be defined and incorporated into the work scope for further project design work. Preliminary public outreach occurred when the Year 2000 Urban Renewal Plan was amended to include construction funding for the project. The project has been discussed with the community as the Frog Pond neighborhood was planned and as land use applications have been approved. The community also had the opportunity to learn about the project during the Transportation System Plan adoption process.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

The adopted Wilsonville Transportation System Plan includes the Boeckman Dip Bridge to replace the existing road. Widening for bike lanes and sidewalks, updating the vertical profile to meet Public Works standards and improving sight distance is necessary to provide sufficient transportation infrastructure to accommodate growth and will also benefit the existing community. The bridge will also improve wildlife passage under Boeckman Road.

ALTERNATIVES:

Numerous alternatives are outlined in this staff report. This work session provides Council the opportunity to discuss and provide direction on these alternatives for the Boeckman Dip Bridge Project.

CITY MANAGER COMMENT:

N/A

ATTACHMENT:

- A. December 2019 OBEC (dba DOWL) Memorandum



Attachment A

**Boeckman Dip Alternative
Analysis Memorandum**

City of Wilsonville, Oregon

December 2019



MEMORANDUM

TO: City of Wilsonville
 FROM: Nick Robertson
 DATE: December 2019
 SUBJECT: Boeckman Dip Alternative Analysis Memorandum

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- Figure 2: South On-site Detour

APPENDICES

- Appendix A: Alternative 1 – North On-site Detour Figures
- Appendix B: Alternative 3 – Staged Construction Detour Figures
- Appendix C: Cost Estimates
- Appendix D: Construction Time Estimates
- Appendix E: Wilsonville Boeckman Road Dip Detour – Traffic Study
- Appendix F: Boeckman Dip Planning Design Narrative
- Appendix G: Full Channel Restoration Figures and Cost Estimate



EXPIRES: 12/31/2020

Introduction

Boeckman Road is a decades-old rural roadway constructed on an embankment with vertical grades that fail to comply with current design criteria. The City of Wilsonville's (City) Transportation System Plan (TSP) designates the road as a minor arterial. The City is preparing to construct a new bridge to replace the existing culvert over Boeckman Creek, widen Boeckman Road, and improve the vertical profile of the bridge/roadway.

In 2014, OBEC Consulting Engineers, a DOWL LLC Company (OBEC), completed a feasibility study evaluating two alignment options to improve the vertical profile, replace the culvert, and re-establish the creek bed. The evaluation assumed Boeckman Road would be closed during construction. Option A raised the vertical profile the minimum amount necessary to meet design standards. Option B raised the vertical profile further to accommodate a future gravity sewer line. Since 2014, the City determined that the roadway profile does not need to accommodate gravity sewer. Therefore, the City selected Option A as the preferred alternative.

Features of Option A include:

- A new 300-foot bridge that raises the roadway profile approximately 20 feet
- Maintaining the existing horizontal alignment
- Boeckman Road section as shown in Figure 1
- Retaining walls at each abutment along the north and south of the roadway
- Jointed concrete pavement (PCC) to match roadway sections to the east and west

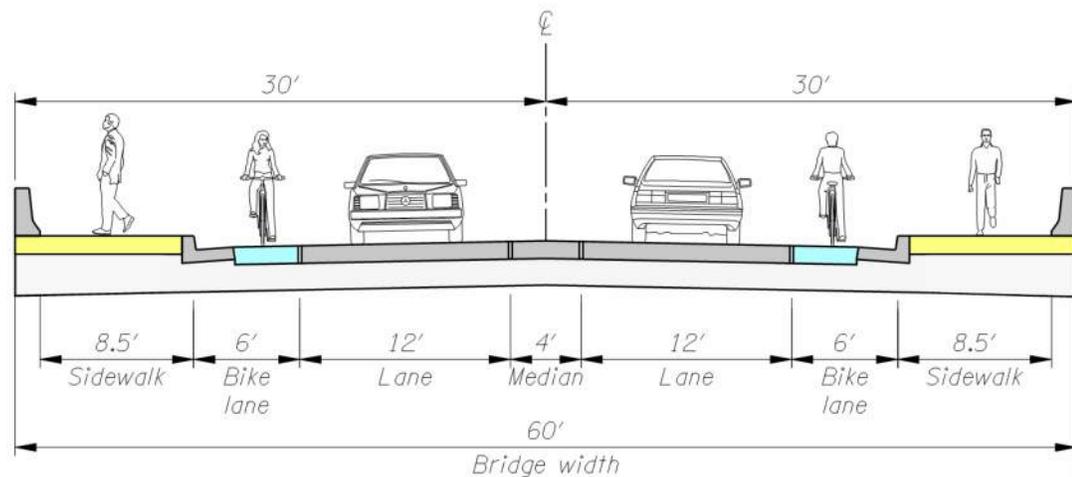


Figure 1 – Proposed Bridge Section

Since the 2014 report, the City has determined that a full closure of Boeckman Road during construction is undesirable. The purpose of this feasibility analysis is to determine the impacts and costs associated with constructing an on-site detour during construction and to update Option A with current construction costs.

The full closure and full on-site detour alternatives are believed to be the most efficient options available from a cost and traffic impact perspective, respectively. Many other potential construction alternatives exist, including accelerated bridge construction (ABC) and a partial

detour alternative. The pros and cons of the other alternatives will be discussed in qualitative terms as part of this analysis to provide a framework for future project refinement.

The findings in this narrative are based on survey data provided by others and preliminary alignments prepared by OBEC. Shannon and Wilson (S&W) provided geotechnical consultation as part of the 2014 feasibility study. DKS Associates (DKS) provided traffic analysis to evaluate the impacts to nearby intersections that would occur with a full closure of Boeckman Road during construction.

Design Standards, Project Design Assumptions, and Limitations

OBEC evaluated the alternatives in accordance with the following design standards, project design assumptions, and limitations.

Design Standards

- *2011 American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets*
- Americans with Disabilities Act (ADA) Accessibility Guidelines
- Wilsonville TSP 2013
- Wilsonville Public Works Standards (2017)
- *2012 AASHTO Load and Resistance Factor Design Bridge Design Specifications*

Project Design Assumptions

- Typical sections are identified in Appendices A and B.
- Bridge aesthetic treatment and view platforms are not included.
- Existing roadway fill will be removed to the elevation of the existing overflow culvert to improve wildlife connectivity.
- The existing flow control structure and lower culvert will remain in place (based on discussions with the City, a section has been added to this memo addressing a scenario that removes the flow structure and all fill down to the creek bed).
- Hydraulics will not govern the vertical profile of the bridge/roadway.
- Seismic hazards, such as liquefaction and lateral spread, are not fully assessed in terms of risk or additional project cost.
- The existing access road north of Boeckman Road will not be maintained and will be relocated to connect to Morgan Farms Phase 1.
- The left turn lane taper for westbound Boeckman Road will not extend onto the bridge.
- Stormwater management will be conventional on-site treatment.
- Cost estimates are in 2021 dollars using 4% inflation.
- Cost estimates do not include future intersection improvements.
- No landscaping costs are included.
- Utility conflicts and relocation costs are not included.
- Reimbursable franchise utility costs are anticipated on the north side of Boeckman Road at Morgan Farms.

- The cost to repair the Morgan Farms landscape wall has been accounted for in the on-site detour alternatives.
- City utility replacement, relocation, or upgrades are not included.
- Right of way (ROW) acquisition areas are based on a ROW width of 81 feet, except near the bridge where the cost is based on 89 feet.
- ROW costs are based on \$17.50 per square foot for permanent ROW acquisition and \$9 per square foot for temporary easements.
- Avoid permanently impacting new development on the north side of Boeckman Road, east of the proposed bridge.
- The proposed bridge alternative identified in the 2014 feasibility study will be extended 80 feet to the east (for a new total bridge length of 380 feet) to reduce impacts to the significant tree at 7550 Boeckman Road.
- No in-water work window (IWWW) will be required for construction.

Limitations

There are several limitations to the current project understanding that require additional investigation as design progresses. These items contribute to the assigned 30% contingency for all cost estimates.

- A survey of the current conditions should be conducted to capture more accurately the impacts to 7727 Boeckman Road and Morgan Farms.
- A geotechnical analysis should be conducted for the required bridge foundations, structural section of the on-site detour, and retaining walls.
- An evaluation should be performed to determine the compatibility of the east abutment retaining walls with the existing retaining wall at 7488 SW Bouchaine Court.
- A tree survey should be conducted to determine the impacts of the on-site detours to the surrounding trees.
- Previously, it was assumed the Boeckman Creek fill would be excavated to just below the existing overflow culvert. A refined hydraulic analysis and environmental study should be conducted to determine the excavation necessary below the permanent bridge. Planning level project costs to restore the creek are found at the end of this report.
- Prior to proceeding with any proposed crossing alternatives, outreach to all resource and regulatory agencies should be completed. Specifically, Oregon Department of Fish and Wildlife (ODFW) should be consulted to confirm whether or not the project will need to address Oregon Fish Passage law and receive fish passage plan approval. Passage may need to be addressed if greater than 50% of the existing fill above the Boeckman Creek culvert is removed as part of the project.

On-site Detour Alternatives

This evaluation considered three on-site detour alternatives focused on minimizing the full road closure during construction. The three alternatives considered consist of a north on-site detour, a south on-site detour, and a staged construction detour.

Survey data from 2014, supplemented with a LIDAR surface to capture the limits of the detour alignments, serves as the basis for this evaluation. The accuracy of this data is sufficient for this

feasibility analysis, but full ground survey will be required when the project moves into the design phase. One significant change since 2014 is the Morgan Farms Phase 1 construction. OBEC reviewed the development plans to determine probable impacts as part of this analysis.

Boeckman Road east of Canyon Creek Road is not a designated truck route; therefore, all temporary alignments are designed to accommodate a WB-40 truck.

Alternative 1 – North On-site Detour

Alternative 1 includes a full 2-lane on-site detour parallel with the permanent alignment (see Appendix A for figures). The on-site detour would be constructed by widening the existing roadway 60 feet to the north. To temporarily widen the roadway, the existing storm outfall and overflow culvert would need to be extended. This alternative requires approximately 21,000 square feet of temporary construction easements.

The detour would use a design speed of 25 miles per hour (MPH) and consist of two 11-foot lanes and a 5-foot pedestrian path. The vertical alignment would follow the existing substandard profile.

Constructability

The detour alignment provides 10 feet of separation between the proposed bridge and the eastbound detour travel lane, which gives the contractor approximately 25 feet of staging area between the existing roadway edge of pavement and the on-site detour gravel shoulder that is absent in other alternatives.

Traffic control flagging will be required to construct the temporary widening and a 2-week full road closure is necessary to connect the detour to the existing roadway. A 1-month full road closure is expected to construct the roadway east and west of the bridge, after the bridge and abutment walls are constructed.

The total construction duration is estimated to take 15 months from beginning of construction to substantial completion. It is estimated a total of six weeks of full road closures will be required to complete construction.

Retaining Walls

This alternative includes three temporary retaining walls. Retaining Wall “A” is located across Boeckman Creek and supports the widening of the existing roadway to the north. Retaining Wall “A” is 275 feet long with a maximum height of approximately 24 feet. Retaining Wall “B” is located along the west side cut slope at 7727 Boeckman Road. Retaining Wall “B” is 225 feet long and has a maximum height of 7.5 feet. Retaining Wall “C” is located along the east side cut slope at Morgan Farms. Retaining Wall “C” is 60 feet long and five feet tall.

Permitting

Environmental and permitting impacts are very similar between the on-site detour alternatives. No wetlands were delineated during the initial survey in 2014, but a potential wetland was visually identified near the existing storm outfall during a field visit. Further evaluation is needed to determine the potential impacts to wetlands for any of the design alternatives. This alternative results in the removal of the most significant number of trees, but many of these trees are likely to be removed to accommodate the final configuration. Extension of the overflow culvert pipe would

be required for this alternative; however, no permits or approvals related to in-water work would be required since this culvert does not appear to fall within the jurisdictional waterway and likely does not provide fish passage other than during flood events. If temporary fills exceed 50% by volume of the existing roadbed material directly above the existing main stream culvert, fish passage requirements may be triggered and early consultation with ODFW is recommended.

Alternative 2 – South On-site Detour

The south on-site detour was determined to be impractical for the following reasons.

Property Impacts

There are unavoidable impacts to the existing retaining wall and one or more homes on Bouchaine Court. The impacts that would result from constructing the south on-site detour are mostly outside the footprint of the new bridge and retaining wall. See Figure 2 for reference.

Significant Tree Impacts

There is a significant tree (large Oregon white oak) identified at 7550 SW Boeckman Road. To construct a south on-site detour, this tree would need to be removed. See Figure 2 for reference.

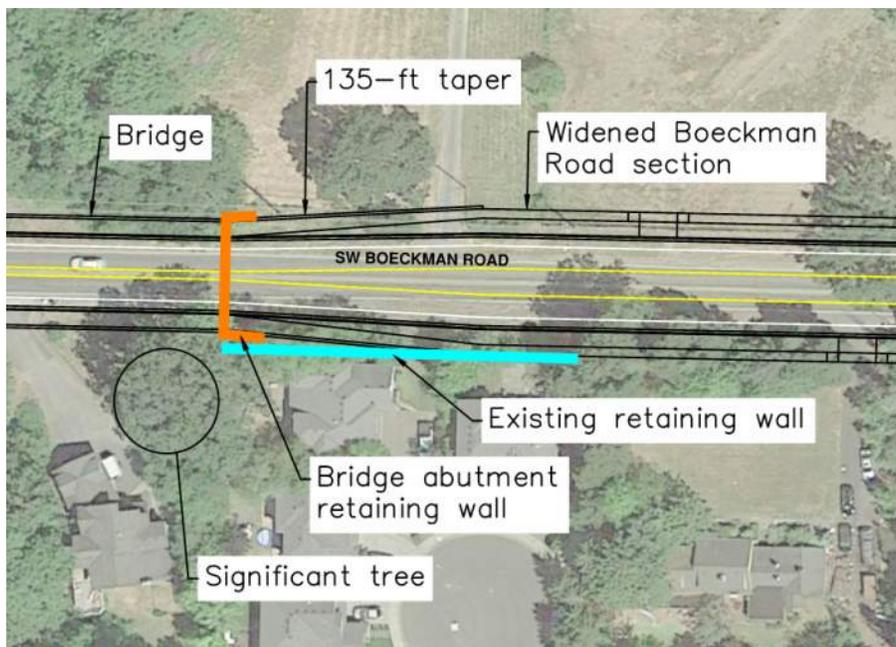


Figure 2 – South On-site Detour

This assessment considered a south on-site detour that would consist of two 11-foot lanes and a 5-foot pedestrian path. The detour would be constructed by widening the roadway approximately 55 feet, extending the existing overflow culvert, and constructing a temporary retaining wall across Boeckman Creek.

Alternative 3 – Staged Construction Detour

The staged on-site detour would be completed in three phases. Phase 1 would construct the on-site detour, routing traffic to the north while constructing the southern portion of the bridge. Phase 2 would construct the northern portion of the bridge while traffic is routed onto the southern portion constructed in Phase 1. Phase 3 would construct the remaining roadway east and west of the bridge with flagging and road closures as needed for construction. A staged detour was considered for two reasons: (1) reduced impacts to the adjacent northern properties; and (2) potentially reduced durations of road closures.

Alternative 3 includes a full 2-lane staged detour parallel with the permanent alignment (see Appendix B for figures). This alternative would be constructed by widening the roadway 36 feet to the north. This alternative requires approximately 11,250 square feet of temporary construction easements.

The staged on-site detour would use a design speed of 30 MPH and consist of two 11-foot lanes and a 5-foot pedestrian path. The vertical alignment would follow the existing substandard profile.

Constructability

Phase 1 would construct 36 feet of the southern portion of the bridge and roadway while traffic is routed to the on-site detour. There will be a 10-foot separation between the bridge construction and the eastbound detour travel lane, which gives the contractor approximately six feet of working area. Traffic control flagging will be required to construct the temporary detour widening and a 2-week full road closure will be required to connect the detour to the existing roadway.

Phase 2 shifts traffic onto the Phase 1 bridge construction and provides two 12-foot lanes with 2.5 feet shy distances between the bridge rail and temporary traffic barrier and a 7-foot temporary cantilevered pedestrian walkway. A 4-week closure will be required to connect the existing roadway to the Phase 1 construction. The detour road constructed in Phase 1 can be used as a construction staging area and provides approximately 13 feet between the edge of the completed bridge and the northern traffic barrier.

In order to shift traffic onto the Phase 1 bridge construction, traffic will need to be routed where permanent sidewalk would be. Therefore, a temporary 12-foot widening on the south side of Boeckman Road will be required in Phase 2. Permanent sidewalk would then be constructed in Phase 3.

Phase 3 will construct the north half of the widened roadway section east and west of the bridge. Flagging and additional short road closures will be necessary to adjust traffic control during construction. We do not expect these closures to take longer than one or two days to transition between stages of traffic control.

The total construction duration is estimated to take 17 months from beginning of construction to substantial completion. It is estimated six weeks of full road closures will be required to complete Phase 1 and Phase 2. Phase 3 will require flagging and an additional 1- or 2-day road closures as needed to direct traffic during construction.

Retaining Walls

Phase 1 requires three temporary retaining walls. Retaining Wall "A" is located across Boeckman Creek and supports the widening of the existing roadway to the north. Retaining Wall "A" is 275 feet long with a maximum height of approximately 16 feet. Retaining Wall "B" is located along the west bridge abutment. Retaining Wall "B" is 150 feet long with a maximum height of approximately 18 feet. Retaining Wall "C" is located along the east bridge abutment. Retaining Wall "C" is 90 feet long with a maximum height of approximately 12 feet. Retaining Walls "B" and "C" allow the southern half of the bridge abutments to be constructed during Phase 1 to route traffic onto the bridge during Phase 2.

Phase 2 has two additional temporary retaining walls. Retaining Wall "D" is located west of the west bridge abutment. Retaining Wall "D" is 290 feet long with a maximum height of approximately nine feet. Retaining Wall "E" is located east of the east bridge abutment. Retaining Wall "E" is 50 feet long with a maximum height of approximately four feet. Retaining Walls "D" and "E" allow the road grade to be raised to match the bridge. Once Retaining Walls "D" and "E" are constructed, traffic can be routed onto the 36-foot wide portion of the bridge constructed in Phase 1. These walls must be constructed mostly during road closure as discussed above.

Permitting

Environmental and permitting impacts of this alternative are similar to the northern on-site alternative with fewer tree impacts. No special considerations or additional permits/approvals for this alternative are anticipated.

Option A Update

The Option A (full road closure) cost estimate identified in the 2014 report was updated for the added bridge length to reduce impacts to the significant tree. The estimate is based on current 2019 unit prices, Oregon Department of Transportation (ODOT) Weighted Average Item Prices for 2018, ODOT Traffic Control Plan Cost Estimator, and similar projects in the Portland Metro area. To develop a 2021 construction cost, 4% inflation per year was applied to the total cost.

DKS analyzed the level of service (LOS) and volume-to-capacity (V/C) ratio for 11 intersections in the project vicinity that would be affected by closure of Boeckman Road. DKS assessed the impact of the closure on these intersections. Only the Stafford Road/65th Avenue intersection failed current and future (2021) detour conditions. DKS determined a temporary traffic signal during the closure would result in the LOS meeting Clackamas County standards. The preliminary estimated cost for design and construction of the temporary traffic signal is \$200,000, which is included in the updated Option A cost estimate. Refer to Appendix D for the complete traffic study.

The total construction duration is estimated to take 12 months from beginning of construction to substantial completion. It is estimated nine months of full road closures will be required to complete Option A.

Other Alternatives Considered

Accelerated Bridge Construction

ABC was considered as part of this analysis. Based on the existing site geometry, certain ABC techniques, such as constructing the bridge on a temporary alignment and sliding it into place, are not feasible at this site. In addition to the large grade difference between the existing and future roadway profiles, construction of an off-site bridge would require extensive temporary works in order to provide the contractor sufficient access to fabricate the bridge superstructure prior to sliding it into place. The temporary ROW needs would be similar to the detour alternatives, and the costs would be higher due to the increased complexity.

However, other ABC techniques may be suitable, which could reduce the total length of closure. Examples include constructing foundation elements during daytime lane closures and maximizing the use of precast elements (including end panels, decks, and pile caps) and high-performance concrete, which have potential to reduce the closure time by two months, or more. These time savings measures would increase the overall project cost. The next design phase should compare cost-to-time benefits of these and other appropriate ABC techniques.

Partial Detours

A 1-lane on-site detour would require widening the existing roadway 50 feet to the north. This would slightly reduce impacts to the Morgan Farms development and 7727 SW Boeckman Road, but temporary construction easements and three temporary retaining walls will still be required to construct the 1-lane detour. This alternative would require either a temporary signal on Boeckman Road or 24-hour flagging for the duration of the project and does not offer a significant advantage over the north on-site detour.

A 1-lane staged detour would require widening the existing roadway approximately 13 feet to the north. Similar to the staged construction detour, Phase 1 would route one lane of traffic to the north while a southern portion of the bridge is constructed. Phase 2 would route one lane of traffic onto the Phase 1 bridge construction. Additional construction would be required in Phase 3 to further widen the roadway before two lanes of traffic can resume on Boeckman Road. Four temporary retaining walls along Boeckman Road and a retaining wall across Boeckman Creek would still be required. This alternative still presents challenging traffic control staging, which would require either a temporary signal on Boeckman Road or 24-hour flagging for the duration of the project, and does not offer a significant advantage over the Staged Construction Detour.

Full Channel Restoration

The 2014 design report based the construction cost estimates on the assumption that the existing roadway would be removed down to the toe of the existing road slope (approximate elevation 155). Based on discussion with the City, including a November 2019 site visit, there would be significant environmental gains by removing all of the existing fill and restoring Boeckman Creek.

In order to restore the creek bed to its original condition, fill would need to be removed down to approximately elevation 135 and the existing flow structure would need to be removed. Based on the existing ground LIDAR surface, an existing wetland to the north was estimated at 95 feet wide and an existing wetland to the south was estimated at 65 feet wide. Assuming a channel

width congruent with the existing wetlands, a channel width tapering from 95 feet to 65 feet with 2H:1V side slopes was evaluated.

Adjacent properties would be affected by the full channel restoration. Approximately 12,400 square feet of permanent slope easement would be required to construct the side slopes of the channel. It may be feasible to complete the restoration with a reduced channel width and shallower side slopes. Reducing the channel width would reduce excavation costs and impacts to adjacent properties while shallower side slopes would provide greater slope stability and provide easier restoration and planting.

Further evaluation of environmental impacts and a hydraulic analysis would be necessary to determine if the channel width can be reduced and the flow structure removed. See Appendix G for the estimated impacts and planning-level costs for full channel restoration. The full channel restoration, which includes the removal of fill and structures, taller bridge columns, and stream channel restoration, is estimated to increase costs between \$2,000,000 and \$3,700,000 and add three to six months to the construction duration. This is the additional project cost and construction duration for any of the three alternatives to include full stream restoration as part of the project.

Summary

The following table summarizes the estimated project cost of each alternative. The costs shown are based on a preliminary level design and are meant for comparison purposes only. Alternative 2 costs were not calculated due to the south on-site detour being impractical. Instead, Alternative 3 costs were evaluated. The total cost is reflected in 2021 dollars (assuming a 4% inflation rate) and includes preliminary engineering, construction engineering, ROW, construction survey work, and a 30% contingency to reflect the current level of design.

Table 1 – Cost Comparison

	Alternative 1	Alternative 2	Alternative 3	Full Road Closure
Detour*	\$870,000	N/A**	\$910,000	\$200,000***
Traffic Control	\$280,000	N/A**	\$490,000	\$50,000
ROW	\$590,000	N/A**	\$503,000	\$410,000
Total (2021)	\$18,200,000	N/A**	\$19,800,000	\$16,400,000

* Detour costs are for bid items associated with construction only and do not include additional costs such as mobilization, ROW, and preliminary engineering.

** Per prior discussion, this alternative was deemed impractical.

*** Temporary traffic signal design and construction costs

If the City decides to include full stream restoration as part of the project, the total (2021) cost of each alternative must be increased by between \$2,000,000 and \$3,700,000. The Full Road Closure option cost increase would be on the lower to middle end of this range, while Alternatives 1 and 3 would be on the middle to higher end of this range.

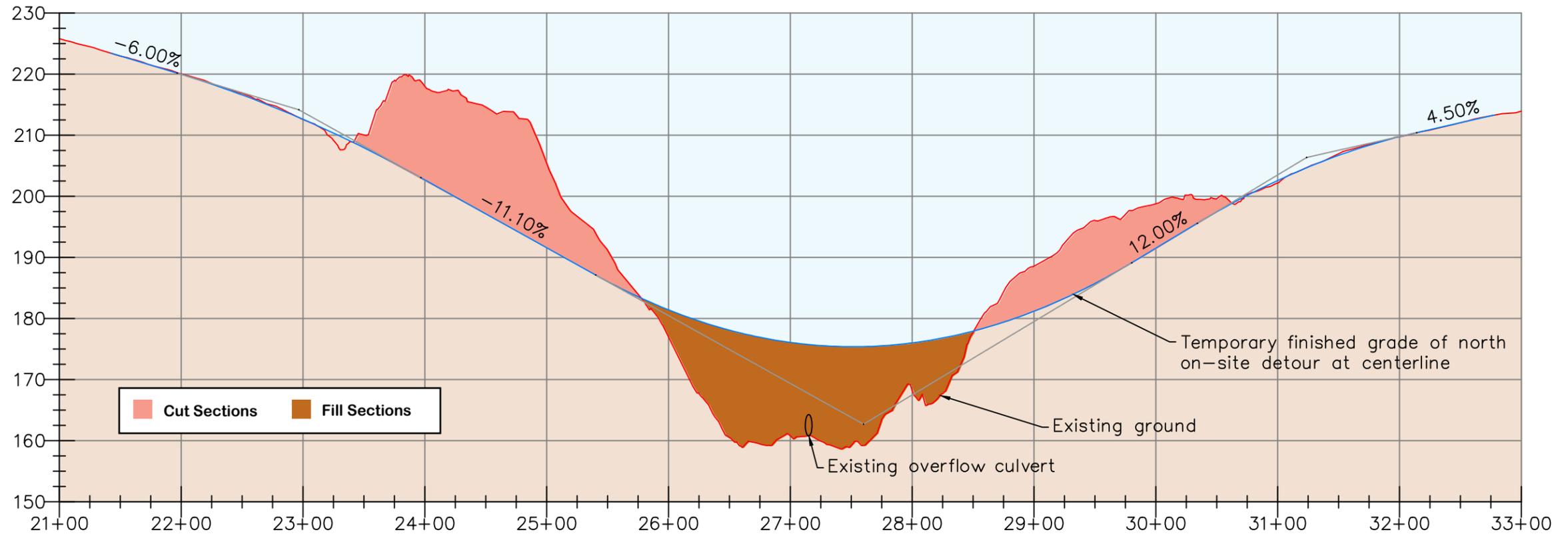
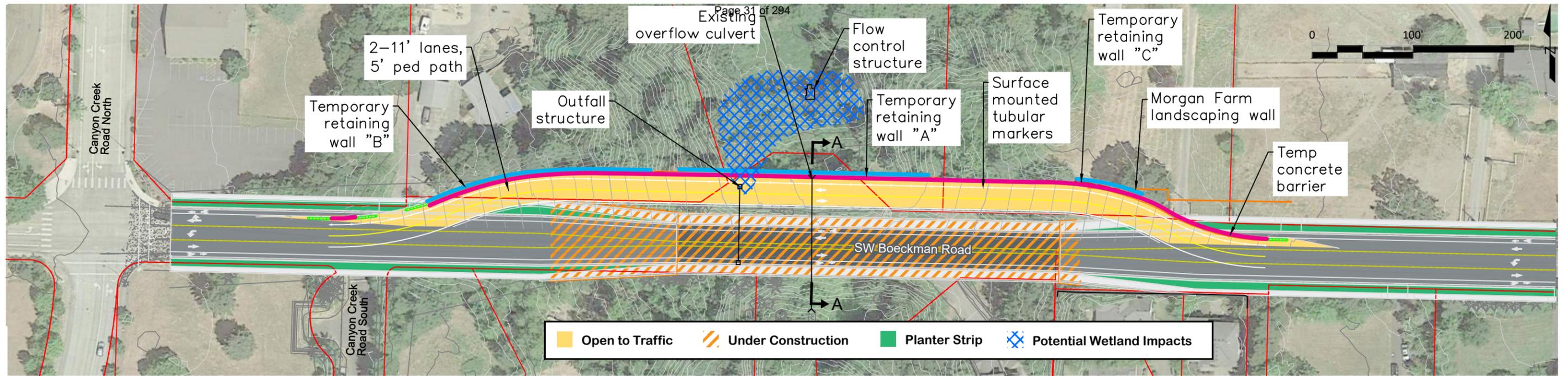
The following table summarizes the advantages and disadvantages of each alternative.

Table 2 – Comparison of Detour Alternatives

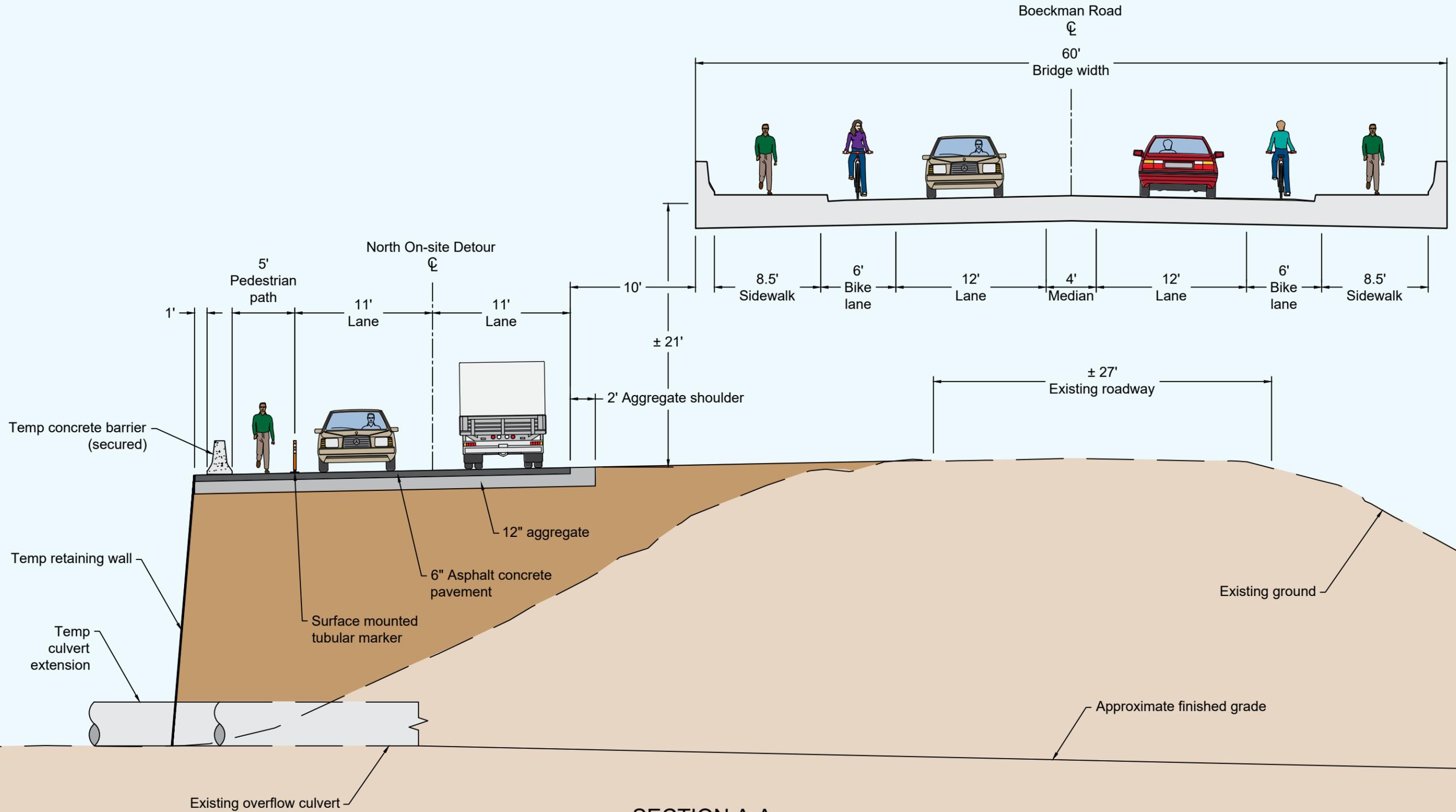
Alternative	Advantages	Disadvantages
1	<ul style="list-style-type: none"> • Allows full construction of the bridge and abutment retaining walls in one stage • Easier construction than Alternative 3 • Least expensive detour alternative • Reduces full road closures 	<ul style="list-style-type: none"> • Largest area of temporary construction easements • Impacts properties to the north • Speed reduction to 25 MPH • 27 additional trees effected compared to full road closure • Overflow culvert and storm outfall extension required
2	<ul style="list-style-type: none"> • None 	<ul style="list-style-type: none"> • Impacts to existing retaining wall and home to the south • Significant tree removal • Overflow culvert extension required
3	<ul style="list-style-type: none"> • No culvert extension required • Reduces impacts to the properties to the north compared to Alternative 1 • Smaller area of temporary construction easements than Alternative 1 • Reduces full road closures 	<ul style="list-style-type: none"> • Difficult to construct/limits space for contractor • Speed reduction to 30 MPH • 17 additional trees effected compared to full road closure • Most expensive alternative • Longest construction time • Impacts properties to the north
Full Road Closure	<ul style="list-style-type: none"> • Least expensive alternative • Most constructable • Fewest trees impacted • Smallest area of temporary construction easements if needed. • One IWWW • Shortest construction time 	<ul style="list-style-type: none"> • Longest full road closure

A full road closure remains the preferred option. It has the shortest construction time at approximately 12 months and is significantly less expensive. However, of the on-site detour alternatives considered, Alternative 1 with the north on-site detour would be preferred over the staged construction detour since it is less expensive, offers more construction staging area, and has a shorter construction time.

Appendix A



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SECTION A-A
NORTH ON-SITE DETOUR

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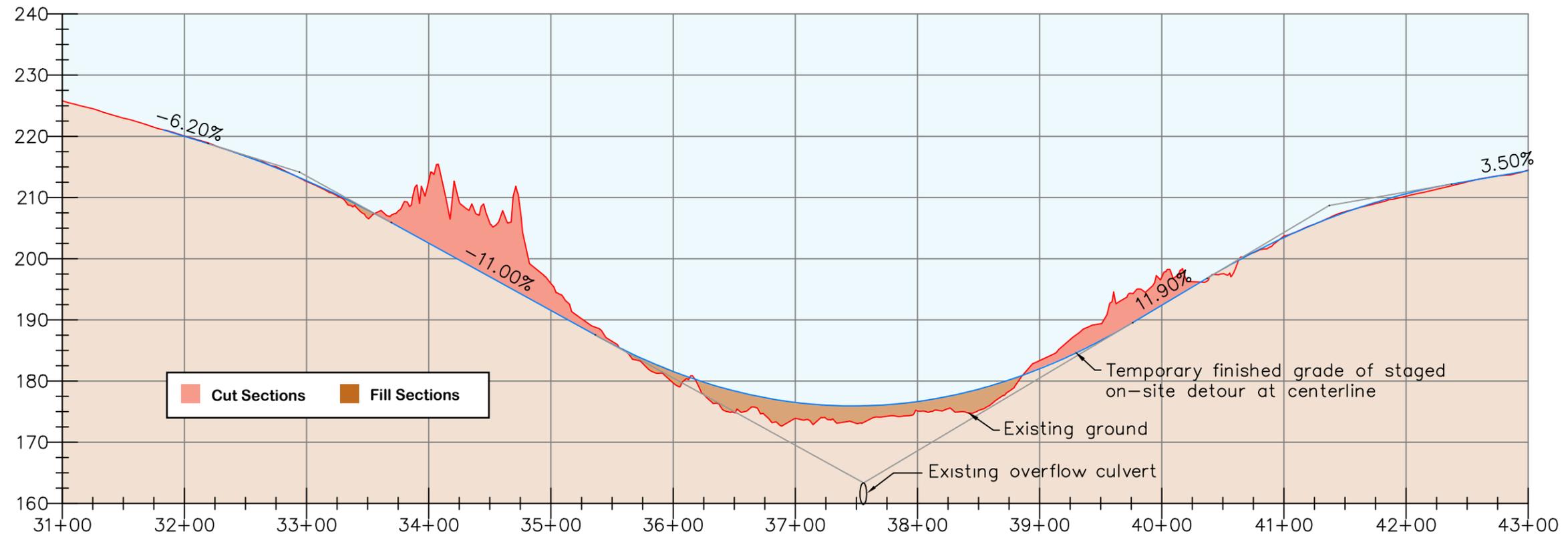
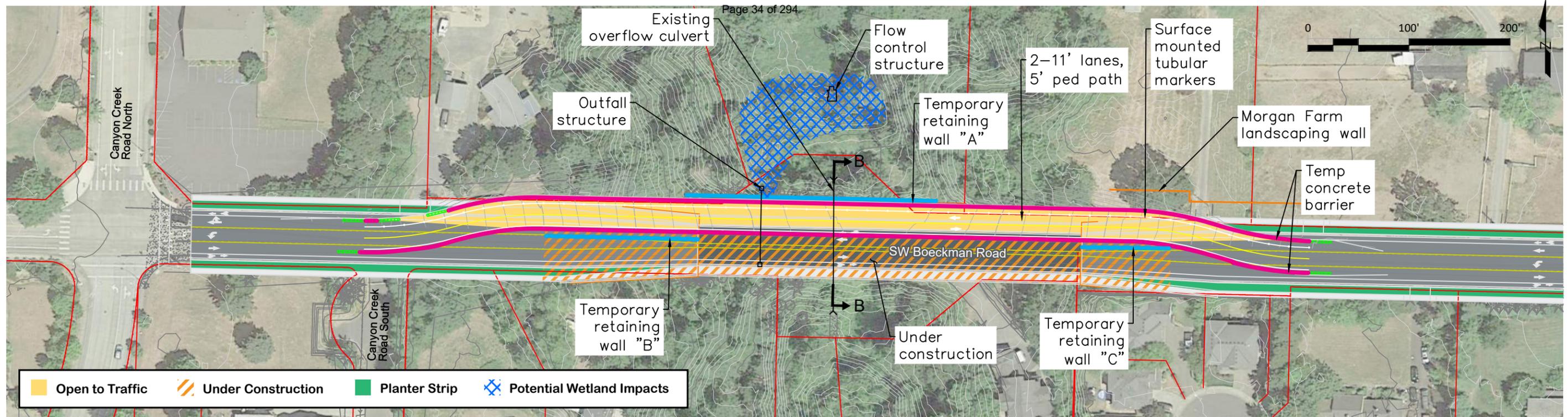


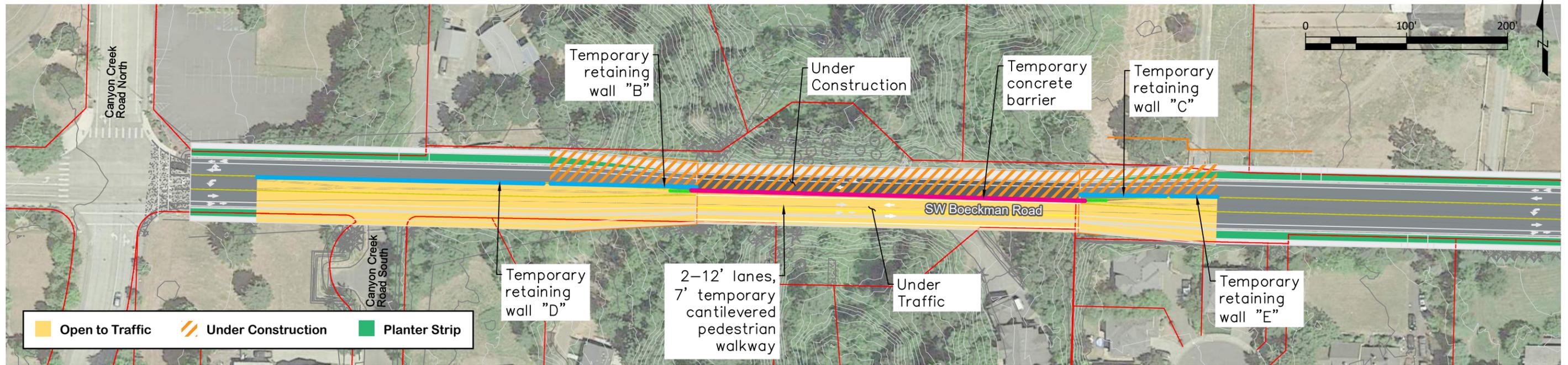
BOECKMAN CREEK BRIDGE
 SW BOECKMAN ROAD
 CITY OF WILSONVILLE

NORTH ON-SITE DETOUR - TYPICAL SECTION

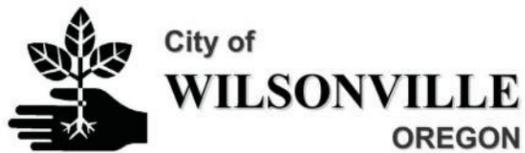
A2

Appendix B

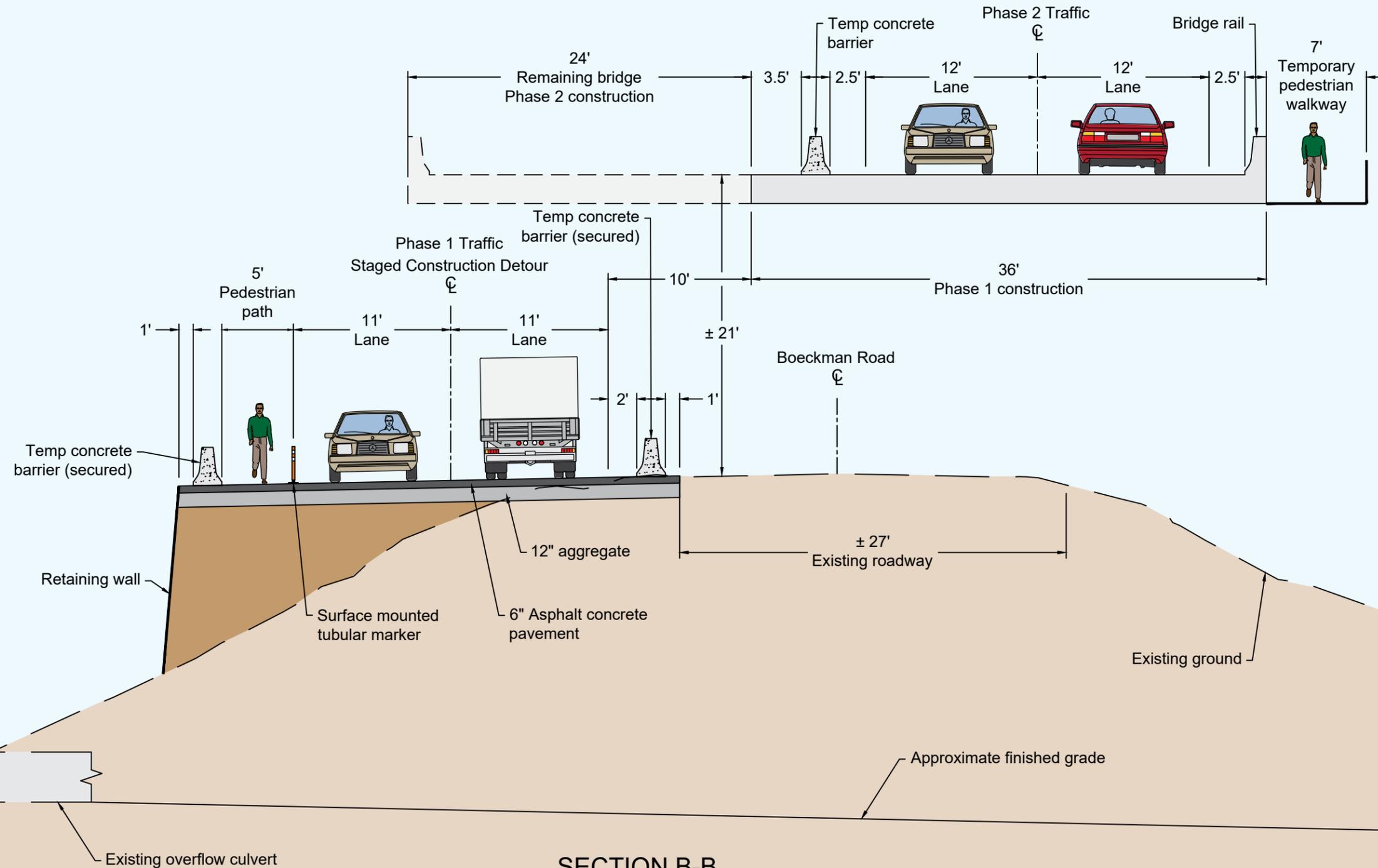




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BOECKMAN CREEK BRIDGE SW BOECKMAN ROAD CITY OF WILSONVILLE	
STAGED CONSTRUCTION DETOUR - PHASE 2	B2



SECTION B-B
STAGED CONSTRUCTION DETOUR

Appendix C

PRELIMINARY - COST ESTIMATE					
City of Wilsonville					
SECTION				COUNTY	
Boeckman Dip Reconstruction (Wilsonville) - Updated Option A				Clackamas	
KEY NUMBER	KIND OF WORK	LENGTH	DATE	ROADWAY DESIGNER	
n/a	Grading, Drainage, Structures, Paving, Signing, Illumination	0.31	12/11/19	OBEC	
ITEM NUMBER	ITEM DESCRIPTION	UNIT	AMOUNT	UNIT COST	TOTAL
MOBILIZATION AND TRAFFIC CONTROL					
0210.010000A	MOBILIZATION	LS	All	\$0	\$755,000
0225.0101000A	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	LS	All	\$50,000	\$50,000
225	TEMPORARY SIGNAL	LS	1	\$200,000	\$200,000
0280.010000A	EROSION CONTROL	LS	1	2%	\$164,000
ROADWORK					
0310.010000A	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	All	1%	\$81,000
0320.010000A	CLEARING AND GRUBBING	AC	5	\$1,500	\$7,500
0330.0105000K	GENERAL EXCAVATION	CUYD	21,531	\$20	\$430,620
0350.0105000J	SUBGRADE GEOTEXTILE	SQYD	8,038	\$1.00	\$8,038
0640.010000M	AGGREGATE BASE	CUYD	1,538	\$45	\$69,229
0756.0111000J	PLAIN CONCRETE PAVEMENT, DOWELED, 7 INCH THICK	SQYD	6,947	\$80	\$555,760
0759.0110000F	STANDARD CONCRETE CURB AND GUTTER	FT	2,716	\$20	\$54,320
0759.0128000J	CONCRETE WALKS 4"	SQFT	13,873	\$6.00	\$83,238
0759.0128000J	CONCRETE WALKS 6"	SQFT	1,410	\$9.00	\$12,690
00400's	Storm & drainage	LS	1	\$110,000	\$110,000
1012-0000000R	WATER QUALITY SWALE	LS	1	\$30,000	\$30,000
STRUCTURES					
0596.0104000J	RETAINING WALL, MSE - West Side	SQFT	3,975	\$90	\$357,750
0596.0104000J	RETAINING WALL, MSE - East Side	SQFT	1,100	\$90	\$99,000
00500's	STEEL OR CONCRETE BRIDGE	SQFT	22,800	\$250	\$5,700,000
SIGNING, STRIPING & ILLUMINATION					
00800's	Striping	LS	1	\$17,000	\$17,000
00900's	Signing	LS	1	\$10,000	\$10,000
00900's	Illumination	LS	1	\$350,000	\$350,000
SUBTOTAL, Construction Items					
	PRELIMINARY ENGINEERING			15%	\$1,372,000
	RIGHT-OF-WAY	SQFT	22,477		\$400,000
	CONSTRUCTION ENGINEERING			12%	\$1,097,000
	CONSTRUCTION SURVEY WORK			3%	\$239,000
	CONTINGENCY			30%	\$2,744,000
**PARTIAL PROJECT COST IN 2019 DOLLARS					\$15,000,000
**PARTIAL PROJECT COST INFLATED TO 2021 CONSTRUCTION (4% ESCALATION PER YEAR)					\$16,300,000

PRELIMINARY - COST ESTIMATE					
City of Wilsonville					
SECTION				COUNTY	
Boeckman Dip Reconstruction (Wilsonville) - North On-site Detour				Clackamas	
KEY NUMBER	KIND OF WORK	LENGTH	DATE	ROADWAY DESIGNER	
n/a	Grading, Structures, Paving, Signing, Illumination	0.31	12/11/19	OBEC	
ITEM NUMBER	ITEM DESCRIPTION	UNIT	AMOUNT	UNIT COST	TOTAL
MOBILIZATION AND TRAFFIC CONTROL					
0210.010000A	MOBILIZATION	LS	All	\$0	\$813,000
0225.0101000A	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	LS	All	3%	\$280,000
0225.0126000F	TEMPORARY CONCRETE BARRIER, REFLECTORIZED	FT	870	\$18	\$15,660
0225.0134000E	TEMPORARY IMPACT ATTENUATOR, NARROW SITE SYSTEM	EACH	4	\$500	\$2,000
0230.0100000A	CONSTRUCT AND REMOVE DETOURS	LS	1	\$320,000	\$320,000
0256.0109100A	TEMPORARY RETAINING WALL 'A', MSE	SQ FT	4,625	\$80	\$370,000
0256.0109100A	TEMPORARY RETAINING WALL 'B', PREFABRICATED MODULAR GRAVITY	SQ FT	1,375	\$80	\$110,000
0256.0109100A	TEMPORARY RETAINING WALL 'C', PREFABRICATED MODULAR GRAVITY	SQ FT	300	\$80	\$24,000
0280.0100000A	EROSION CONTROL	LS	1	2%	\$177,100
ROADWORK					
0310.0100000A	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	All	1%	\$87,700
0320.0100000A	CLEARING AND GRUBBING	AC	5	\$1,500	\$7,500
0330.0105000K	GENERAL EXCAVATION	CUYD	21,531	\$20	\$430,620
0350.0105000J	SUBGRADE GEOTEXTILE	SQYD	8,038	\$1.00	\$8,038
0640.0100000M	AGGREGATE BASE	CUYD	1,538	\$45	\$69,229
0640.0101000M	AGGREGATE SHOULDERS	CUYD	79	\$30	\$2,370
0756.0111000J	PLAIN CONCRETE PAVEMENT, DOWELED, 7 INCH THICK	SQYD	6,947	\$80	\$555,760
0759.0110000F	STANDARD CONCRETE CURB AND GUTTER	FT	2,716	\$20	\$54,320
0759.0128000J	CONCRETE WALKS 4"	SQFT	13,873	\$6.00	\$83,238
0759.0128000J	CONCRETE WALKS 6"	SQFT	1,410	\$9.00	\$12,690
00400's	Storm & drainage	LS	1	\$110,000	\$110,000
0445.010064CF	66 INCH CULVERT PIPE, OVER 20FT DEPTH	FT	10	\$1,500.00	\$15,000
0445.035012DF	12 INCH STORM SEWER PIPE, OVER 20 FT DEPTH	FT	20	\$100.00	\$2,000
0470.0323000E	CONCRETE INLETS, TYPE M-O	EACH	1	\$4,000.00	\$4,000
1012.0000000R	WATER QUALITY SWALE	LS	1	\$30,000	\$30,000
1040	LANDSCAPE WALL	FT	65	\$100	\$6,500
STRUCTURES					
0596.0104000J	RETAINING WALL, MSE - West Side	SQFT	3,975	\$90	\$357,750
0596.0104000J	RETAINING WALL, MSE - East Side	SQFT	1,100	\$90	\$99,000
00500's	STEEL OR CONCRETE BRIDGE	SQFT	22,800	\$250	\$5,700,000
SIGNING, STRIPING & ILLUMINATION					
00800's	Striping	LS	1	\$17,000	\$17,000
00900's	Signing	LS	1	\$10,000	\$10,000
00900's	Illumination	LS	1	\$350,000	\$350,000
SUBTOTAL, Construction Items					
	PRELIMINARY ENGINEERING			15%	\$1,519,000
	PERMANENT RIGHT-OF-WAY	SQFT	22,477		\$394,000
	TEMPORARY RIGHT-OF-WAY	SQFT	18,821		\$170,000
	CONSTRUCTION ENGINEERING			12%	\$1,215,000
	CONSTRUCTION SURVEY WORK			3%	\$240,000
	CONTINGENCY			30%	\$3,037,000
**PARTIAL PROJECT COST IN 2019 DOLLARS					\$16,700,000
**PARTIAL PROJECT COST INFLATED TO 2021 CONSTRUCTION (4% ESCALATION PER YEAR)					\$18,100,000

PRELIMINARY - COST ESTIMATE					
City of Wilsonville					
SECTION				COUNTY	
Boeckman Dip Reconstruction (Wilsonville) - Staged Construction				Clackamas	
KEY NUMBER	KIND OF WORK	LENGTH	DATE	ROADWAY DESIGNER	
n/a	Grading, Structures, Paving, Signing, Illumination	0.31	12/11/19	OBEC	
ITEM NUMBER	ITEM DESCRIPTION	UNIT	AMOUNT	UNIT COST	TOTAL
MOBILIZATION AND TRAFFIC CONTROL					
0210.010000A	MOBILIZATION	LS	All	\$0	\$879,000
0225.0101000A	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	LS	All	5%	\$490,000
0225.0126000F	TEMPORARY CONCRETE BARRIER, REFLECTORIZED	FT	1,762	\$18	\$31,716
0225.0134000E	TEMPORARY IMPACT ATTENUATOR, NARROW SITE SYSTEM	EACH	6	\$500	\$3,000
0225	TEMPORARY PEDESTRIAN STRUCTURE	LS	1	\$20,000	\$20,000
0230.0100000A	CONSTRUCT AND REMOVE DETOURS	LS	1	\$330,000	\$330,000
0256.0109100A	TEMPORARY RETAINING WALL 'A', MSE	SQ FT	2,685	\$80	\$214,800
0256.0109100A	TEMPORARY RETAINING WALL 'B'	SQ FT	1,945	\$80	\$155,600
0256.0109100A	TEMPORARY RETAINING WALL 'C'	SQ FT	680	\$80	\$54,400
0256.0109100A	TEMPORARY RETAINING WALL 'D'	SQ FT	1,045	\$80	\$83,600
0256.0109100A	TEMPORARY RETAINING WALL 'E'	SQ FT	126	\$80	\$10,080
0280.0100000A	EROSION CONTROL	LS	1	2%	\$191,500
ROADWORK					
0310.0100000A	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	All	1%	\$94,800
0310.0119000F	ASPHALT PAVEMENT SAW CUTTING	FT	1020	\$2	\$2,040
0320.0100000A	CLEARING AND GRUBBING	AC	4	\$1,500	\$6,000
0330.0105000K	GENERAL EXCAVATION	CUYD	21,531	\$25	\$538,275
0350.0105000J	SUBGRADE GEOTEXTILE	SQYD	8,038	\$1.00	\$8,038
0640.0100000M	AGGREGATE BASE	CUYD	1,538	\$45	\$69,229
0756.0111000J	PLAIN CONCRETE PAVEMENT, DOWELED, 7 INCH THICK	SQYD	6,947	\$80	\$555,760
0759.0110000F	STANDARD CONCRETE CURB AND GUTTER	FT	2,716	\$20	\$54,320
0759.0128000J	CONCRETE WALKS 4"	SQFT	13,873	\$6.00	\$83,238
0759.0128000J	CONCRETE WALKS 6"	SQFT	1,410	\$9.00	\$12,690
00400's	Storm & drainage	LS	1	\$110,000	\$110,000
1012.0000000R	WATER QUALITY SWALE	LS	1	\$30,000	\$30,000
1040	LANDSCAPE WALL	FT	30	\$100	\$3,000
STRUCTURES					
0596.0104000J	RETAINING WALL, MSE - West Side	SQFT	3,975	\$90	\$357,750
0596.0104000J	RETAINING WALL, MSE - East Side	SQFT	1,100	\$90	\$99,000
00500's	STEEL OR CONCRETE BRIDGE	SQFT	22,800	\$275	\$6,270,000
SIGNING, STRIPING & ILLUMINATION					
00800's	Striping	LS	1	\$17,000	\$17,000
00900's	Signing	LS	1	\$10,000	\$10,000
00900's	Illumination	LS	1	\$350,000	\$350,000
SUBTOTAL, Construction Items					
	PRELIMINARY ENGINEERING			15%	\$1,670,000
	PERMANENT RIGHT-OF-WAY	SQFT	22,477		\$394,000
	TEMPORARY RIGHT-OF-WAY	SQFT	10,989		\$99,000
	CONSTRUCTION ENGINEERING			12%	\$1,336,000
	CONSTRUCTION SURVEY WORK			3%	\$260,000
	CONTINGENCY			30%	\$3,341,000
**PARTIAL PROJECT COST IN 2019 DOLLARS					\$18,300,000
**PARTIAL PROJECT COST INFLATED TO 2021 CONSTRUCTION (4% ESCALATION PER YEAR)					\$19,800,000

Appendix D

Appendix E

MEMORANDUM

DATE: June 17, 2019

TO: Nick Robertson | OBEC Consulting Engineers

FROM: Scott Mansur, P.E., PTOE | DKS Associates
Jenna Hills, E.I. | DKS Associates

SUBJECT: Wilsonville Boeckman Road Dip Detour – Traffic Study

The City of Wilsonville is currently preparing to construct a bridge on Boeckman Road over Boeckman Creek to replace the existing culvert, widen the road, and improve the vertical profile. Boeckman Road is a decades-old rural road constructed on an embankment with vertical grades that fail to comply with current design criteria. The City's Transportation System Plan (TSP) designates the road as a Minor Arterial. The City completed a design narrative in 2014 evaluating two alignment options to reduce the dip in the road, increase the vertical sight distance, remove the culvert, and re-establish the creek bed. Option A raises the vertical profile the minimum amount necessary to meet design standards and span the dip with a bridge. Option B raises the vertical profile further to accommodate gravity sewer grades. Since that time, it has been determined that the bridge structure and roadway profile does not need to accommodate gravity sewer and the City has moved forward with Option A as the preferred alternative. Both alternatives assumed a full road closure during construction.

The purpose of the traffic study is to evaluate the effect that a full closure of Boeckman Road and the associated traffic diversion would have on the rest of the transportation system, including the I-5/Wilsonville interchanges at Elligsen Road and Wilsonville Road. A map of the study intersections and the location of the anticipated road closure are shown in Figure 1.



Figure 1: Study Area



EXISTING CONDITIONS

The Existing Conditions section of this report focuses on current traffic conditions within the project study area to use as a comparison to the traffic conditions with traffic diversion from the Boeckman Road closure. Included below is discussion on the existing motor vehicle conditions, existing pedestrian and bicycle impacts, and transit route impacts.

MOTOR VEHICLE CONDITIONS

Existing transportation conditions were evaluated for the study area and are discussed in the sections below.

Roadway Network

The transportation characteristics of the key study area roadways and key cross streets are shown in Table 1 and include functional classification, number of travel lanes, posted speeds, and the presence of sidewalks and/or bike lanes. The functional classification is a key roadway characteristic because it specifies the purpose of the facility and is a determining factor of applicable cross-section, access spacing, and intersection performance standards. The functional classification of the following roadways can be found in the City of Wilsonville Transportation System Plan (TSP)¹ and the Oregon Department of Transportation (ODOT) website.

¹ Figure 3-2, *Wilsonville Transportation System Plan*, Adopted by Council, Amended April 2019

**Table 1: Existing Study Area Roadway Characteristics**

Roadway	Jurisdiction	Functional Classification	Travel Lanes	Posted Speed (mph)	Sidewalk	Bike Lanes
95 th Avenue	City of Wilsonville	Minor Arterial	3	35	Yes	Yes
Interstate 5	ODOT	Urban Interstate	6	65	No	No
Elligsen Road	ODOT ^a City of Wilsonville	District Highway (ODOT) Major Arterial ^b Minor Arterial ^c (City)	2-4	35	Partial ^d	Partial ^d
Canyon Creek Road	City of Wilsonville	Minor Arterial	3	35	Yes	Yes
65 th Avenue	Clackamas County	Minor Arterial (Urban)	2	45	No	No
SW Stafford Road	City of Wilsonville	Major Arterial	2	45	No	No
SW Wilsonville Road	City of Wilsonville	Major Arterial	4-6	35	Yes	Yes
Boones Ferry Road	City of Wilsonville	Collector	3-4	35	Yes	Yes
Town Center Loop West	City of Wilsonville	Major Arterial	3	35	Yes	Yes
Town Center Loop East	City of Wilsonville	Collector	3	35	Yes	Yes

^a ODOT jurisdiction from Day Road to Northbound Interchange Ramps; elsewhere City jurisdiction.

^b Major Arterial from Day Road to Parkway Center Drive.

^c Minor Arterial from Parkway Center Drive to Stafford Road.

^d No bike lanes or sidewalk present east of Parkway Center Drive.

Existing Intersection Conditions

Existing intersection operations analysis was performed for all study intersections to establish baseline conditions. Intersections are the focus of detailed traffic operations analysis on non-freeway facilities because they are the controlling bottlenecks of traffic flow and the ability of a roadway system to carry traffic efficiently is nearly always diminished in their vicinity.

Intersection Performance Measures

Level of service (LOS) and volume-to-capacity (V/C) ratios are two commonly used performance measures that provide a gauge of intersection operations. In addition, they are often incorporated into agency mobility standards. Descriptions are given below:

Level of service (LOS): A “report card” rating (A through F) based on the average delay experienced by vehicles at the intersection. LOS A, B, and C indicate conditions where traffic moves without significant delays over periods of peak hour travel demand. LOS D and E are progressively worse operating conditions. LOS F represents conditions where average vehicle delay has become excessive and demand has exceeded capacity. This condition is typically evident in long queues and delays.

Volume-to-capacity (V/C) ratio: A decimal representation (between 0.00 and 1.00) of the proportion of capacity that is being used (i.e., the saturation) at a turn movement, approach leg,



or intersection. A lower ratio indicates smooth operations and minimal delays. As the ratio approaches 1.00, congestion increases, and performance is reduced. If the ratio is greater than 1.00, the turn movement, approach leg, or intersection is oversaturated and usually results in excessive queues and lengthy delays.

Performance Measures

Intersection performance measures vary by jurisdiction of the roadways. The study intersections under ODOT jurisdiction have mobility targets as provided in the Oregon Highway Plan.² The ODOT mobility target for the Wilsonville I-5 interchange ramps is a 0.90 v/c ratio³. The study intersection under the jurisdiction of Clackamas County has a minimum LOS standard of LOS E and study intersections under the jurisdiction of the City of Wilsonville have an operating standard of LOS D.

Intersection Volumes

To determine existing intersection traffic operations, PM peak hour vehicle turn movement counts were collected at the eleven study area intersections during the weekday (4:00 PM to 6:00 PM)⁴. The peak hour counts are shown in Figure 2 and detailed twenty-four-hour traffic counts are included in Appendix A.

² Table 6, Oregon Highway Plan, Oregon Department of Transportation, Updated in August 2005.

³ When the interchange vicinity is fully developed, and adequate storage is available on the interchange ramp to prevent queues from backing up on the main line, then the mobility target can be increased to a 0.90 v/c ratio. This standard has been confirmed with ODOT on past studies.

⁴ Traffic counts were collected on May 9th and May 15th, 2019.

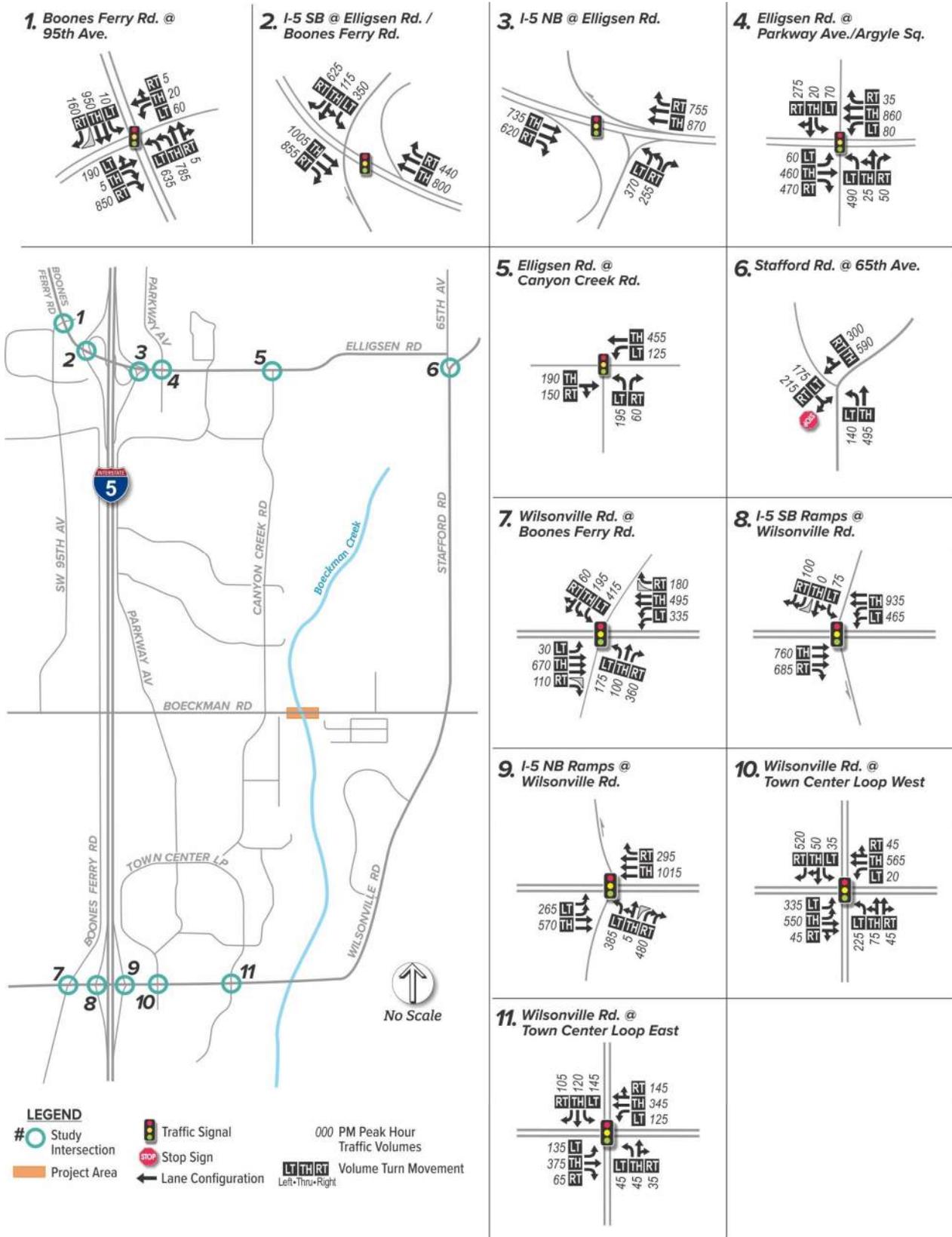


Figure 2: 2019 Existing Conditions Traffic Volumes



Intersection Operations

The existing traffic operating conditions at the study intersections was determined for the 2019 weekday PM peak hour (shown in Table 2). Detailed HCM results are provided in Appendix B.

Table 2: 2019 PM Peak Hour Intersection Operations

	Intersection	Jurisdiction	Operating Standard	Traffic Control	P.M. Peak Hour		
					LOS	Delay	V/C
1	Elligsen Rd/95th Ave	City	LOS D	Signalized	C	25.8	0.78
2	Elligsen Rd/I-5 SB Ramp	ODOT	V/C < 0.90	Signalized	B	16.2	0.78
3	Elligsen Rd/I-5 NB Ramp	ODOT	V/C < 0.90	Signalized	C	24.3	0.56
4	Elligsen Rd/Argyle Square-Parkway Ave	City	LOS D	Signalized	C	34.0	0.60
5	Elligsen Rd/Canyon Creek Rd	City	LOS D	Signalized	A	9.0	0.47
6	Stafford Rd/ 65th Ave	County	LOS E	TWSC	B/F	>100	>1.0
7	Wilsonville Rd/Boones Ferry Rd	City	LOS D	Signalized	D	36.8	0.66
8	Wilsonville Rd/I-5 SB Ramp	ODOT	V/C < 0.90	Signalized	D	47.9	0.42
9	Wilsonville Rd/I-5 NB Ramp	ODOT	V/C < 0.90	Signalized	C	25.4	0.49
10	Wilsonville Rd/Town Center Loop W	City	LOS D	Signalized	D	35.4	0.54
11	Wilsonville Rd/Town Center Loop E	City	LOS D	Signalized	C	21.9	0.42

Signalized Intersections:

Delay = Average Stopped Delay per Vehicle (sec)

LOS = Level of Service of Intersection

v/c = Volume-to-capacity Ratio of Intersection

Unsignalized intersection:

Delay = Critical Movement Approach Delay (sec.)

LOS = Major Street LOS/Minor Street LOS

V/C = Critical Movement Volume-to-Capacity Ratio

During the 2019 weekday PM peak hour, all of the study intersections meet the jurisdictional operating standards with the exception of Stafford Road/65th Avenue intersection that currently operates at LOS F. The long delays at this intersection were confirmed based on recent field observations and are shown in the pictures on the next page.



Southbound queues on 65th Avenue during the PM peak hour can reach up to 2,500 feet at the Stafford Road intersection. This picture shows southbound traffic at the Elligsen Road intersection.



Eastbound queues on Elligsen at 65th Avenue intersection can reach up to 1,500 feet during the PM peak hour. This picture shows the queue on Elligsen Road at the 65th Road intersection.



PEDESTRIAN AND BICYCLE IMPACTS

At the intersection of Boeckman Road/Canyon Creek Road, pedestrian and bicycle counts were collected. The counts indicate that up to 5 bicycles and up to 10 pedestrians use Boeckman Road in the vicinity of the Boeckman dip during the PM peak hour (likely more usage throughout the day). Due to a lack of pedestrian and bicycle facilities to the north along Elligsen Road and Stafford Road, Wilsonville Road would be the recommended route for diverted pedestrian and bicycle travel.

TRANSIT ROUTES IMPACTS

The Wilsonville SMART Transit System provides transit service within the City of Wilsonville and outlying areas. There are no SMART routes that utilize Boeckman Road at the closure point of the Boeckman dip project, and therefore, no transit route impacts are expected. SMART Transit Route 4 provides service east of the Boeckman Road dip, along Wilsonville Road and Advance Road, and service to Meridian Creek Middle School.

FUTURE CONDITIONS

This chapter reviews the impacts that the Boeckman Road closure and the associated traffic diversion will have on the study area transportation system. This analysis includes discussion on the future year traffic volumes, traffic modeling, and intersection operating conditions.

FUTURE TRAFFIC VOLUMES

Future operating conditions were analyzed at the study intersections for the following future traffic scenarios. The comparison of the following scenarios enables the assessment of road closure impacts:

- 2021 Background
- 2021 Background + Boeckman Road Closure and Traffic Diversion

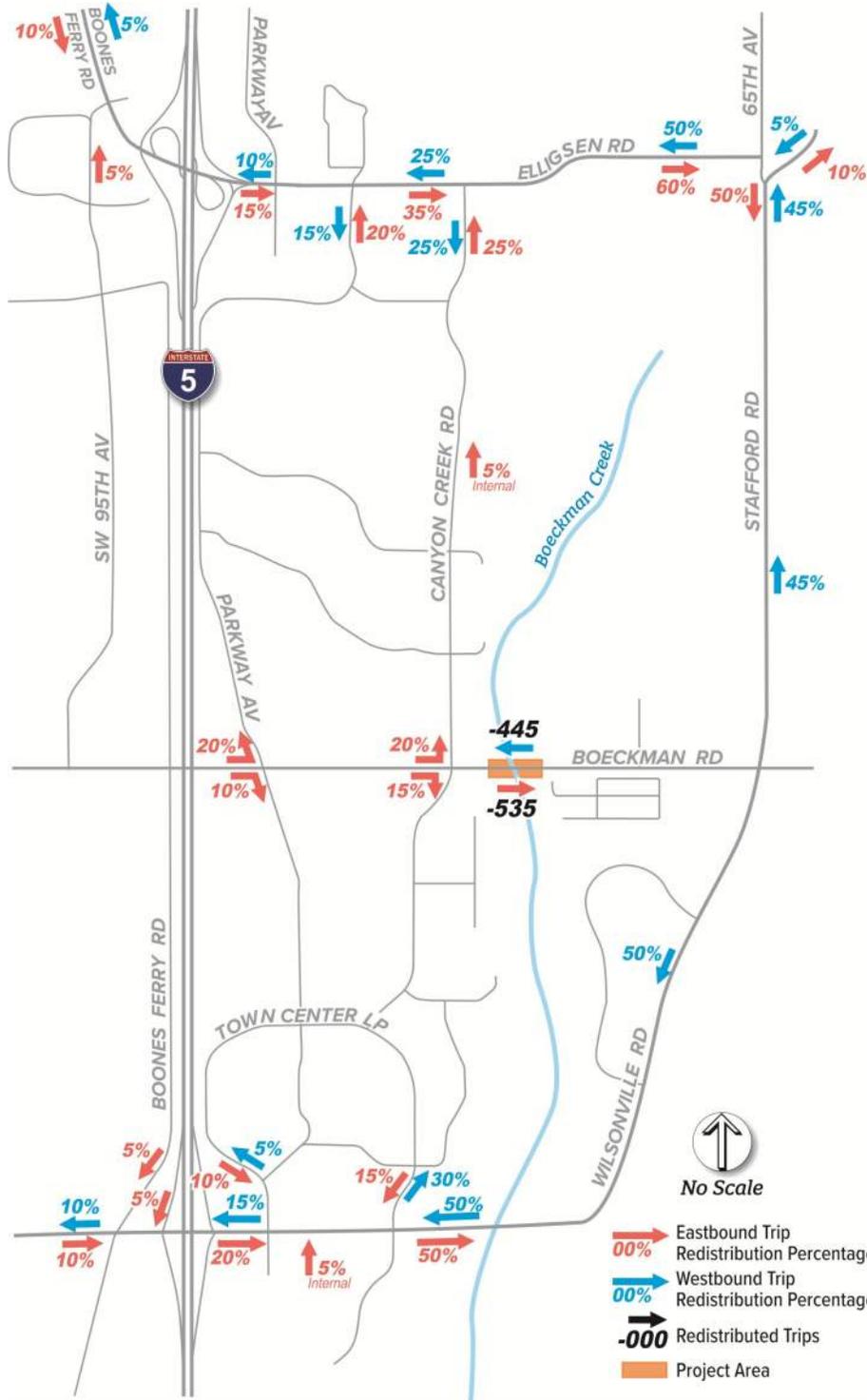
The Background volumes include the future growth expected from 2019 to 2021 as indicated in the Wilsonville Visum Small Community Model (discussed further below). The Background volumes also include trips associated with the Frog Pond Stafford Meadows and Morgan Farm developments, which are expected to contain 194 homes by 2021. Future traffic volumes were estimated at the study intersections for both scenarios and are shown in Figure 3 and Figure 4 on the following pages.

TRAFFIC MODELING

To estimate the growth that is expected to occur between the existing year volumes (2019) and the estimated construction year (2021), growth assumptions along key roadways were estimated using the Wilsonville Visum Small Community Model. Growth assumptions that were applied to the existing year volumes ranged between 1% and 6% (streets in the vicinity of Frog Pond had higher growth assumptions due to the level of development expected).



The Wilsonville Visum Small Community Model was also used to determine the traffic diversion onto other city, county and ODOT streets due to the Boeckman Road closure. A select link matrix of Boeckman Road provided an estimate of origin-destination pairs for existing traffic patterns. These patterns were used to reduce turning movement volumes along routes impacted by the closure and also increase turning movement volumes along new desired routes as indicated by the Visum Small Community Model. Appendix C contains the Visum model plots.



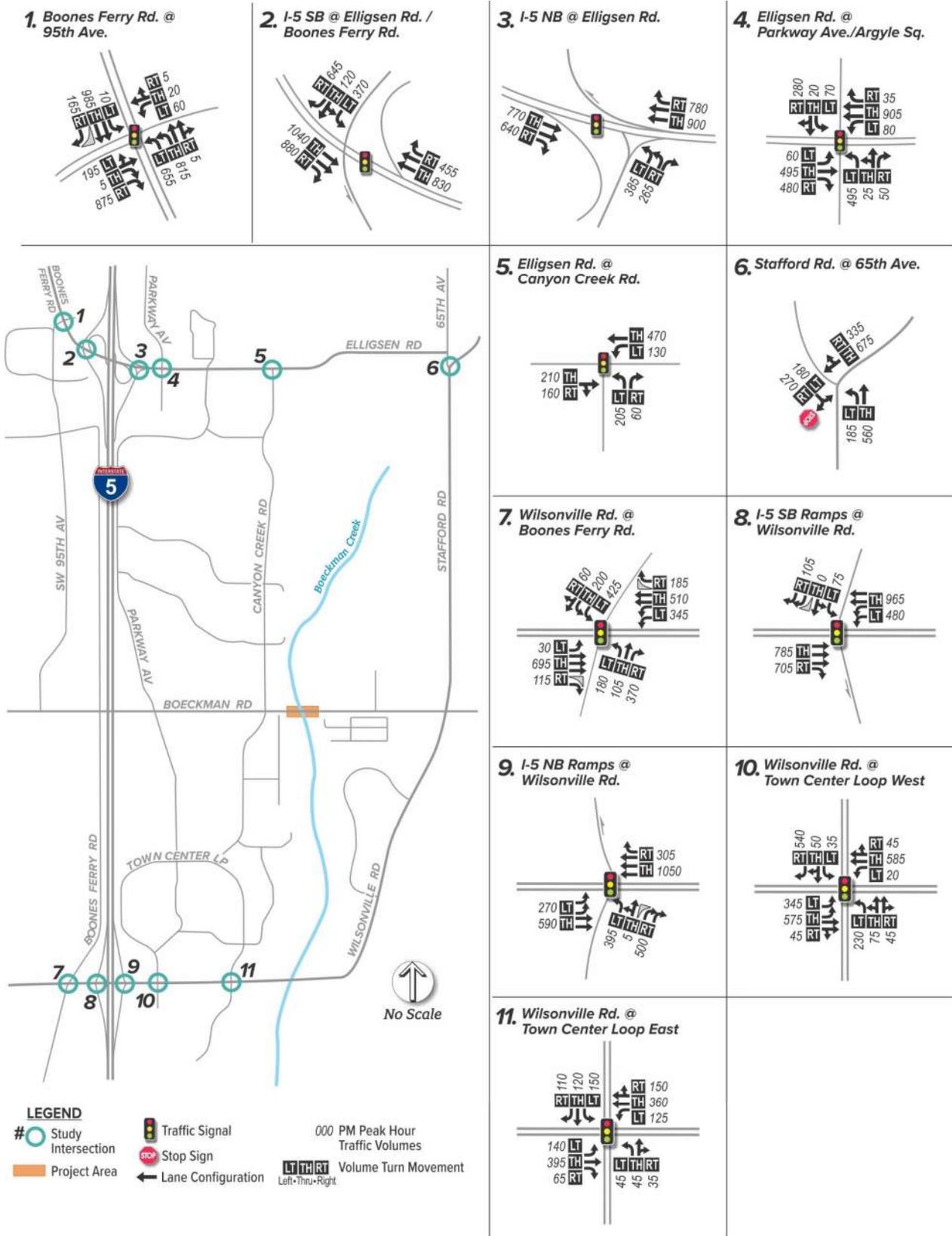


Figure 3: 2021 PM Peak Hour Traffic Volumes – Background Volumes

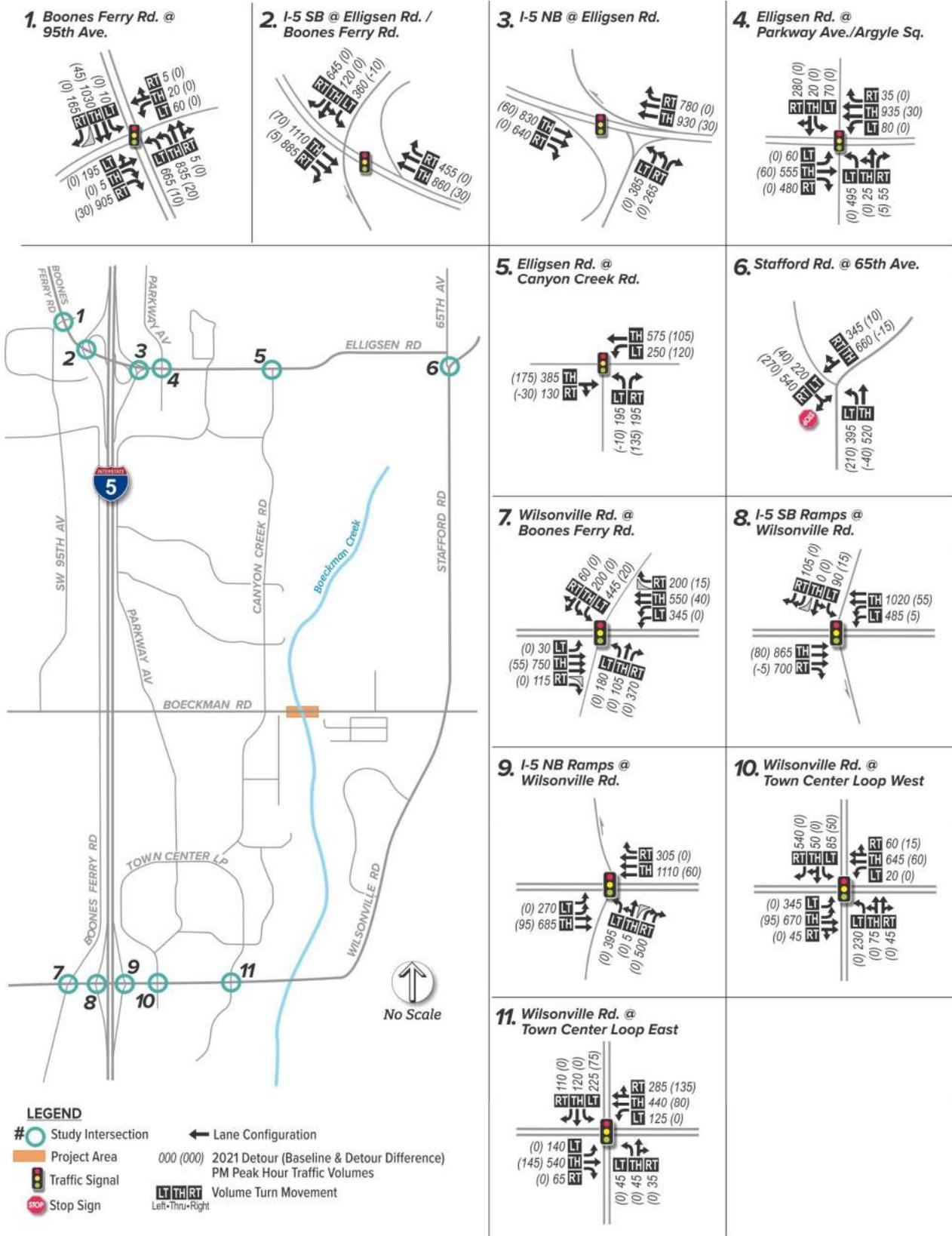


Figure 4: 2021 PM Peak Hour – Background + Traffic Diversion/Detour Traffic Volumes



FUTURE INTERSECTION OPERATIONS

Future analysis scenarios represent the additional traffic that is generated by 2021 background growth and the traffic rerouting generated by the closure of Boeckman Road. Detailed HCM results are provided in Appendix D and Appendix E.

The study intersection operating conditions with the 2021 background traffic and the traffic that is redistributed after the detour is in place are listed in Table 3. The stop-controlled intersection of Stafford Road/65th Avenue does not meet minimum operational standards under future conditions due to the lengthy delays experienced by left-turning vehicles from 65th Avenue onto Stafford Road.

Table 3: 2021 PM Peak Hour Intersection Operations

	Intersection	Jurisdiction	Operating Standard	2021 Background			2021 Background + Detour		
				LOS	Delay	V/C	LOS	Delay	V/C
1	Elligsen Rd/95th Ave	City	LOS D	C	26.5	0.81	C	27.0	0.83
2	Elligsen Rd/I-5 SB Ramp	ODOT	V/C < 0.90	B	17.0	0.80	B	17.0	0.80
3	Elligsen Rd/I-5 NB Ramp	ODOT	V/C < 0.90	C	25.4	0.58	C	24.4	0.58
4	Elligsen Rd/Argyle Sq-Parkway Ave	City	LOS D	C	33.9	0.62	C	33.2	0.63
5	Elligsen Rd/Canyon Creek Rd	City	LOS D	A	9.7	0.49	B	12.1	0.62
6	Stafford Rd/ 65th Ave	County	LOS E	B/F	>100	>1.0	C/F	>100	>1.0
7	Wilsonville Rd/Boones Ferry Rd	City	LOS D	D	37.0	0.66	D	37.3	0.68
8	Wilsonville Rd/I-5 SB Ramp	ODOT	V/C < 0.90	D	48.7	0.42	D	48.0	0.43
9	Wilsonville Rd/I-5 NB Ramp	ODOT	V/C < 0.90	C	25.0	0.50	C	24.0	0.51
10	Wilsonville Rd/Town Center Loop W	City	LOS D	D	35.4	0.56	C	33.2	0.59
11	Wilsonville Rd/Town Center Loop E	City	LOS D	C	21.9	0.43	C	25.2	0.60

Signalized Intersections:

Delay = Average Stopped Delay per Vehicle (sec)
 LOS = Level of Service of Intersection
 v/c = Volume-to-capacity Ratio of Intersection

Unsignalized intersection:

Delay = Critical Movement Approach Delay (sec.)
 LOS = Major Street LOS/Minor Street LOS
 V/C = Critical Movement Volume-to-Capacity Ratio

Bold and highlighted: Intersection fails to meet jurisdictional operating standard.

During the PM peak hour, a total of 980 vehicles are estimated to be rerouted throughout the city due to the Boeckman Road closure in 2021. As shown in Table 4 below, the vehicle-miles traveled (VMT) increases by 465 VMT during the PM peak hour with the road closure.

Table 4: 2021 Vehicle Miles Traveled (VMT)

Time Period	Without Boeckman Road Closure	With Boeckman Road Closure	Difference
PM Peak Hour	100,690	101,155	465
Daily	1,006,900	1,011,550	4,650



The PM peak hour VMT is calculated by the Wilsonville Visum Model. The daily VMT is based on a typical 1:10 ratio of PM peak volumes to daily volumes, making the estimated daily VMT difference 4,650 VMT.

SUMMARY

As discussed in this report, the impacts to the majority of the study intersections are minor and are able to support the temporary diversion of PM peak hour traffic volumes on Boeckman Road with the exception of the Stafford Road/65th Avenue intersection. This intersection fails under existing year (2019) conditions as well as under future year (2021) detour conditions. Considerations for a temporary traffic signal to relieve congestion at this intersection would help mitigate the impacts of the Boeckman Road closure. As shown in Table 5 below, the delay and operations would significantly improve with a temporary traffic signal installed. Since this intersection is under Clackamas County jurisdiction, coordination and approval from the county would be required.

Table 5: 2021 PM Peak Hour Intersection Operations – With Temporary Traffic Signal

	Intersection	Jurisdiction	Operating Standard	2021 Background + Detour			2021 With Temporary Signal		
				LOS	Delay	V/C	LOS	Delay	V/C
6	Stafford Rd/ 65th Ave	County	LOS E	C/F	>100	>1.0	D	48.2	0.99

Signalized Intersections:

Delay = Average Stopped Delay per Vehicle (sec)
 LOS = Level of Service of Intersection
 v/c = Volume-to-capacity Ratio of Intersection

Unsignalized intersection:

Delay = Critical Movement Approach Delay (sec.)
 LOS = Major Street LOS/Minor Street LOS
 V/C = Critical Movement Volume-to-Capacity Ratio

Bold and highlighted: Intersection fails to meet jurisdictional operating standard.

Temporary Traffic Signal Estimate

A temporary traffic signal was identified at the Stafford Road/65th Avenue intersection to improve delay, safety and operations during the Boeckman Road closure. Due to the high speeds on Stafford Road, additional budget was included for supplemental traffic signal signage and warning signs to alert drivers to the temporary traffic signal. Table 6 provides the planning level cost estimates for design and construction. It should be noted that once Boeckman Road is opened, the temporary traffic signal would need to be removed. Details of the installation and removal logistics would be subject to coordination and approval with Clackamas County.

Table 6: Temporary Traffic Signal Cost Estimate

Location	Improvement	Planning Level Cost Estimate
Stafford Rd/ 65th Ave	Temporary Traffic Signal	\$200,000 ⁵

⁵ Assumes \$170,000 for construction and \$30,000 for design and construction engineering.



APPENDICES



Appendix A – Traffic Count Data



Appendix B – Existing 2019 HCM Reports



Appendix C – Wilsonville Visum Small Community Model Plots



Appendix D – Future 2021 Background HCM Reports



Appendix E – Future 2021 Background + Boeckman Road Traffic Detour HCM Reports

Appendix F

BOECKMAN DIP PLANNING DESIGN NARRATIVE
for
Frog Pond Master Plan
City of Wilsonville, Oregon
May, 2014



OBEC Consulting Engineers

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APPENDICES

- Appendix A: Design Criteria
- Appendix B: Typical Sections
- Appendix C: Option A Plan and Profile
- Appendix D: Option B Plan and Profile
- Appendix E: Cost Estimates

BOECKMAN DIP PLANNING DESIGN NARRATIVE
for
Frog Pond Master Plan
City of Wilsonville, Oregon

Introduction

The City of Wilsonville (City) is currently preparing a Master Plan (MP) for the 175-acre Frog Pond area. Part of the MP is to eliminate the dramatic sag vertical curve on Boeckman Road between Canyon Creek and Wilsonville Road that does not comply with current design standards. This vertical curve is known as the Boeckman Dip. The roadway along the dip is very steep, results in poor sight distance, and creates a hazard for bicyclists and pedestrians. The City's Transportation System Plan (TSP) designates Boeckman Road as a Minor Arterial. The City recently constructed some temporary improvements along the south side of Boeckman Road to reduce conflicts between vehicular traffic and other modes of travel.

This narrative briefly addresses the planning-level design completed to provide the City with a cost estimate to remove existing fill and an overflow culvert, and span the dip with a bridge while improving the vertical curve to meet current design standards. Two alternatives were identified as follows:

1. Raise the vertical profile the minimum amount necessary to meet current design standards, and span over the dip with a bridge.
2. Raise the vertical profile to accommodate gravity sewer grades, which could reduce long-term demand on the Memorial Park pump station.

The findings in this narrative are based on survey data provided by others and preliminary alignments prepared by OBEC Consulting Engineers (OBEC). Shannon and Wilson (S&W) provided geotechnical consultation.

Design Standards and Assumptions

The alternatives developed in the planning effort are in accordance with the following design standards and project design assumptions.

Standards

- 2011 American Association of State Highway and Transportation Officials (AASHTO) *A Policy on Geometric Design of Highways and Streets*
- Americans with Disabilities Act (ADA) Accessibility Guidelines
- Wilsonville Transportation System Plan (TSP) 2013
- Wilsonville Public Works Standards (2006)
- 2012 AASHTO *Load and Resistance Factor Design Bridge Design Specifications*

The design will also comply with the 2011 *Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG)*. Roadway design criteria from the above standards are summarized in Appendix A.

Assumptions:

- Road and bridge typical sections are identified in Appendix B.
- All construction would occur during a full closure of Boeckman Road.
- Bridge aesthetic treatment and view platforms are not included.
- The existing flow control structure and lower culvert will remain in place.
- Hydraulics will not govern the vertical profile of the bridge and/or road.
- Seismic hazards such as liquefaction and lateral spread are not fully assessed in terms of risk or additional project cost.
- The existing access road north of Boeckman Road will be maintained but relocated east.
- The left turn lane taper for westbound Boeckman Road will not extend onto the bridge.
- Stormwater is not investigated, but is assumed to be conventional on-site treatment.
- Cost estimates are in 2013 dollars and assume federal-aid project delivery. Inflation to anticipated year of construction should be applied in MP.
- No traffic signals at nearby intersections are included.
- Utility conflicts and relocations were not considered.
- City utility replacement, relocation, or upgrades are not considered.
- Right-of-way acquisition costs were provided by the City.
- Reimbursable utility costs are not considered.
- All construction work can be accomplished without the use of work bridges.

Evaluation Summary**Roadway Design**

Improving the substandard vertical profile will be accomplished by raising the low point and flattening the sag vertical curve, along with flattening and lengthening the adjoining crest vertical curves. Approximately 20 to 30 feet of existing roadway fill above the flow control structure and culvert will be removed in the area of the proposed bridge construction. There is an existing overflow culvert at the base of this fill that will be removed as well.

Two roadway vertical alignments (Options A and B) are presented in Appendices C and D. Each alignment essentially maintains the existing horizontal alignment while providing for the substantially wider Boeckman Road typical section. Approximately 18,000 cubic yards of fill will be removed in the dip to accommodate wildlife passage while restoring the area to a more natural setting. The approximate removal limits are depicted in the attachments. Jointed concrete pavement (PCC) will be the structural roadway section for Boeckman Road to match the west and east roadway sections that have been reconstructed in the last several years.

The respective vertical profile for each option is described below.

Option A

Appendix C presents the minimum sag vertical curve necessary to meet City and AASHTO standards. The resulting profile raises the low point of the road approximately 20-feet compared with the existing profile and ties into the crest vertical curves at each end. Grades were established to avoid reconstruction of existing PCC roadway and to minimize effects to side streets and driveways that intersect the road.

Option B

Appendix D presents a higher profile that accommodates a gravity sewer line that would run east to west along Boeckman Road. Layout and elevation information to establish a sewer line profile along Boeckman Road was provided by the City's Master Plan consultant. The information used is as follows:

- 24-inch sewer line at a basic slope of 0.12%
- Manholes located at 400-foot centers will drop the line 0.2 feet
- Resulting "net" slope is 0.17% which is used for the sewer line profile along Boeckman Road
- The controlling elevation is the existing manhole at STA 12+50 with a sewer invert of EL 207 feet

Compared with Option A, the profile increase is approximately 15 feet. Compared with the existing conditions, the profile increase is approximately 35 feet. The profile is high enough to accommodate the sewer line under the bridge, hung from the deck.

Structure Design

A conceptual multiple span bridge and retaining wall layout is included for each profile option to cross the dip with a standard sag vertical curve. The limits of the bridge are governed by the existing topography, depth of the dip, presence of the flow control structures, and the vertical profiles. Option A requires a bridge approximately 300 feet long with 500 feet of retaining wall. Option B requires a bridge approximately 425 feet long with 925 feet of retaining wall.

The bridge type could be steel or prestressed concrete girders supported on steel piles or concrete drilled shafts. Regardless of which option is selected for advancement to the City's next phase, conveying runoff across the bridge will require careful attention. The sag vertical curve creates a low point on the bridge and in the case of Option B, the very flat sag vertical curve will make it challenging to avoid ponding on the bridge.

Geotechnical

Local geology indicates that the project site consists of Willamette Silt and Hillsboro Formation above the Columbia River Basalt Group. Two borings, BH-1 and BH-2, were drilled at the approximate bridge abutment locations to a depth of 80 feet. The soils encountered were:

- **Fill** – Primarily includes the pavement section.
- **Willamette Silt** – Underlies the fill and consists 13.5 to 15.5 feet of loose to medium dense silt to silty sand with low to non-plasticity. The SPT N values range between 3 and 24 blows per foot with an average of 13 blows per foot.
- **Hillsboro Formation** – Underlies the Willamette Silt and consists of at least 63.5 feet of medium stiff to stiff Lean CLAY (CL). The SPT N values range between 4 and 13 blows per foot with an average of about 7 blows per foot.

The bridge will be supported by driven piles or drilled shaft. Due to presence of the deep clay deposit, the deep foundations will be designed primarily for skin friction. Based upon the explored subsurface conditions, the drilled shaft may be constructed by using uncased holes. The subsurface conditions are characterized as Site Class E for seismic hazards. The soils do not appear to be susceptible to liquefaction or related effects.

Construction of the MSE walls and the roadway embankments will result in settlement. While the majority of the settlement will occur during or shortly after construction, the Hillsboro Formation will experience some post-construction consolidation settlement. Therefore, a post-construction settlement period may be required prior to final paving, utility installation, constructing wall facing or other elements sensitive to settlement. The actual settlement period will be determined during final design.

Other Disciplines

Consideration of other design and permitting disciplines are outside the scope of this MP task. These include, but are not limited to, hydraulics and stormwater, full geotechnical analysis, traffic, signing, striping and illumination design, natural and cultural resources permitting, landscaping, mitigation and restoration, hazardous materials assessment, local permits, utility design and coordination, constructability, and public involvement. Right-of-way was only considered to provide a preliminary assessment of permanent acquisition costs without establishing a defined project footprint. Actual costs could be more than shown in this estimate. However, the cost will be approximately the same for either option and while raising the project cost, would not affect the cost difference between the two options.

Conclusion

Options A and B to address the Boeckman Dip are presented in this narrative and Appendices C and D. The planning-level cost estimates for each option are provided in Appendix E along with assumptions used to prepare the cost estimates. A summary of each option is provided below in Table 1.

Table 1: Options A and B Summary

Option	Cost	Summary
A	\$13,100,000	This option provides the minimum profile improvement to comply with design standards. It results in the shortest bridge and is the least cost.
B	\$17,900,000	This option provides a profile improvement to accommodate a future east-west gravity sewer line on the bridge. It results in a longer bridge and is the largest cost.

Each option includes building out Boeckman Road to accommodate bicycles and pedestrians on both sides of the road. The roadway section is PCC to match adjoining sections. The City will select the preferred option based on an overall cost assessment considering infrastructure and utility improvements associated with each option.

APPENDIX A



Project: Boeckman Creek Bridge Date: 04/08/2014
 Project Designer: Matthew Phillips, PE. Project No.: 0256-0023
 Type of Project: (New Const., Reconst., 3-R) Reconst.
 Functional Class: Minor Arterial

Traffic	Year	ADT
ADT: Current (date ADT taken)	2014	3,374
Design ADT (20 years from const.)	2034	6,586

Note: If no design ADT is available, use growth rate for county or 2% growth rate if no other data is available.

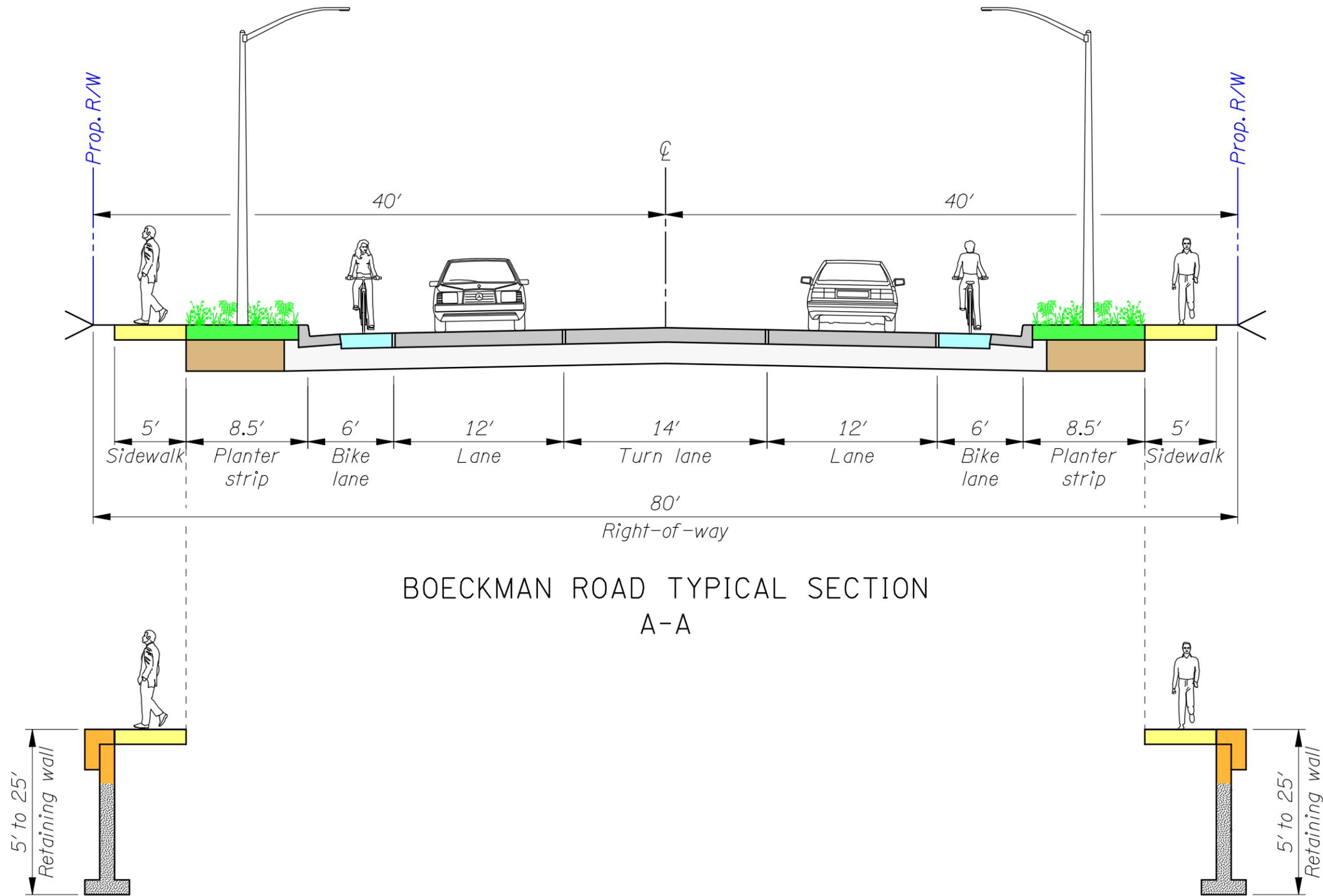
Design Standards: (ODOT, AASHTO, Other (name standard) (1) AASHTO 2011, 6th Ed, (2) Wilsonville TSP 2013
(3) City of Wilsonville Public Works Standards 2006, (4) ODOT Highway Design Manual 2012, (5) AASHTO RDG

Type of Terrain: Rolling

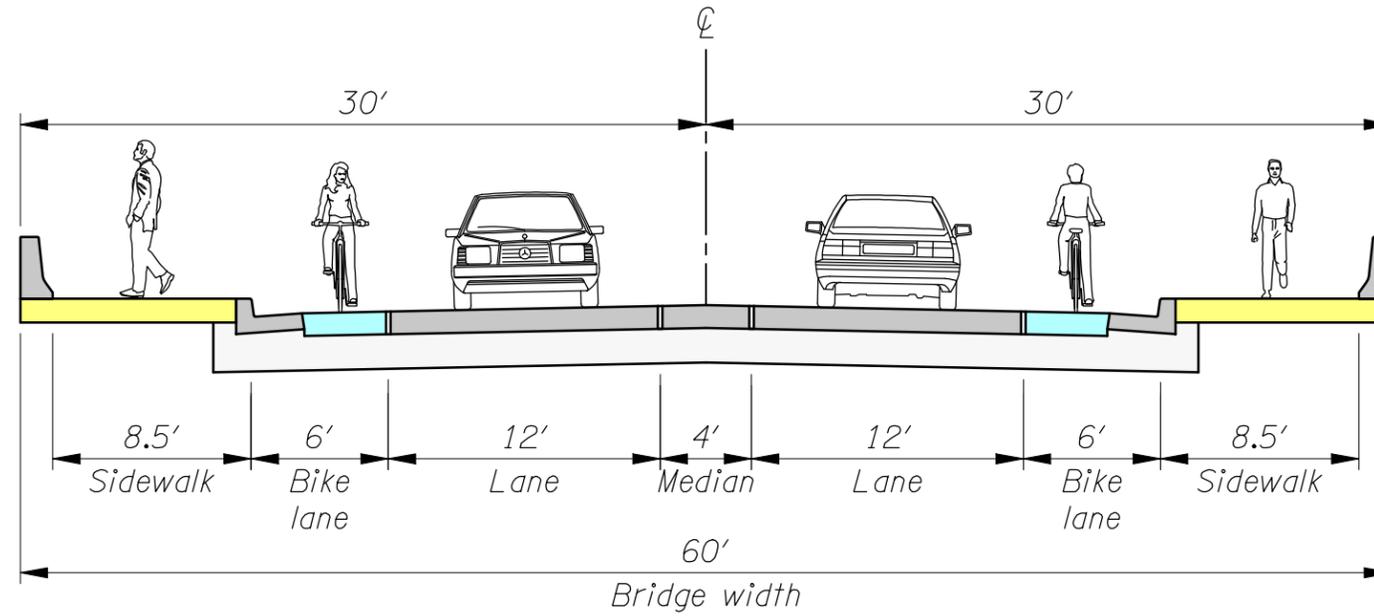
GEOMETRIC DESIGN STANDARD

	PAGE NO.	STANDARD	PROPOSED	EXCEPTIO N
Design Speed (mph)			40mph	
Traveled Way Width (ft.)	3-14 (2)	11' to 12'	12'	No
Shoulder Width (ft.)	3-14 (2)	6'	6'	No
Bike Lane Width (ft.)	3-14 (2)	6'	6'	No
Parking Width (ft.)	3-14 (2)	0'	0'	No
Sidewalk Width (ft.)	3-14 (2)	5' Min	5'	No
Bridge Width (ft.)	7-31 (1)	28' *	60'	No
Horizontal Curvature (min. radius)	3-45 (1) 60 (3)	4770' ** 855'	NA	No
Vertical Curvature (crest) (K value = L/A)	61 (3) 3-155 (1)	60 to 80 44	Opt. A: 80 Opt B: NA	No
Vertical Curvature (sag) (K value = L/A)	62 (3) 3-161 (1)	60 to 70 64	Opt. A: 64 Opt. B: 243	No
Grade (max. percent)	7-29 (1) 60 (3)	8% 6%	Opt. A: 6% Opt. B: 3.5%	No
Stopping Sight Distance (min.)	7-3 (1)	305'	Opt. A: 307' Opt. B: 950'	No
Cross Slope (min. percent)	70 (3)	2%	2%	No
Superelevation (max. percent)	70 (3)	5%	2%	No
Vertical Clearance (ft.)	7-6 (1)	16'	NA	No
Superelevation Runoff (ft.) (@ max. e)	3-61 (1)	104'	NA	No
Clear zone	3-3 (5)	14' to 18'	18'	No
	Comments: * Curb to Curb width ** Normal Crown			

APPENDIX B



BOECKMAN ROAD TYPICAL SECTION
A-A



BOECKMAN BRIDGE TYPICAL SECTION
B-B

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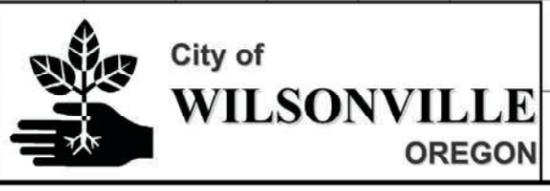
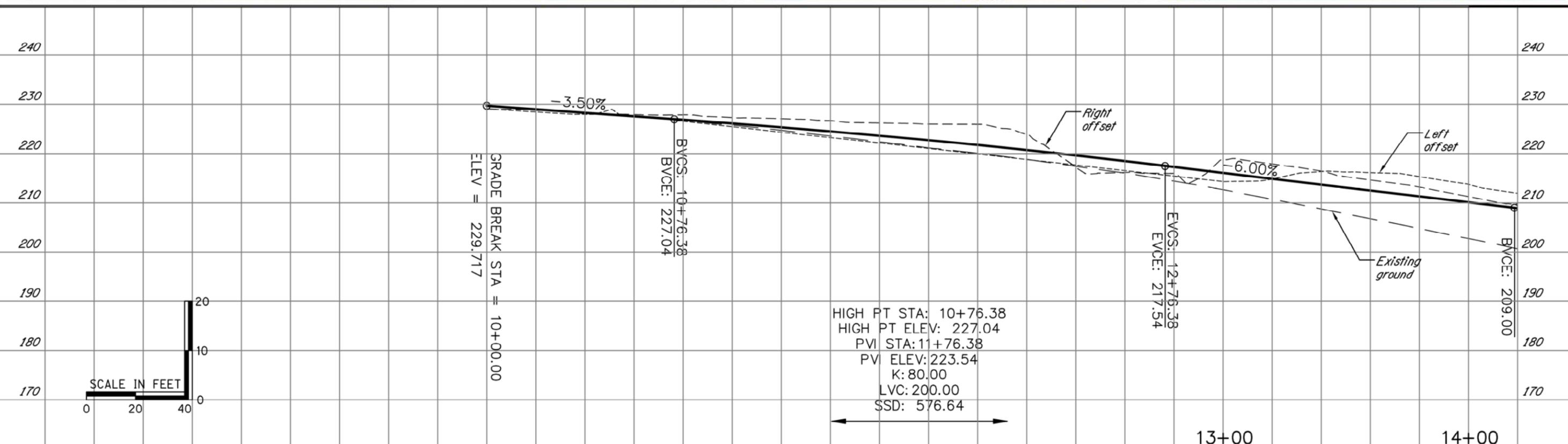
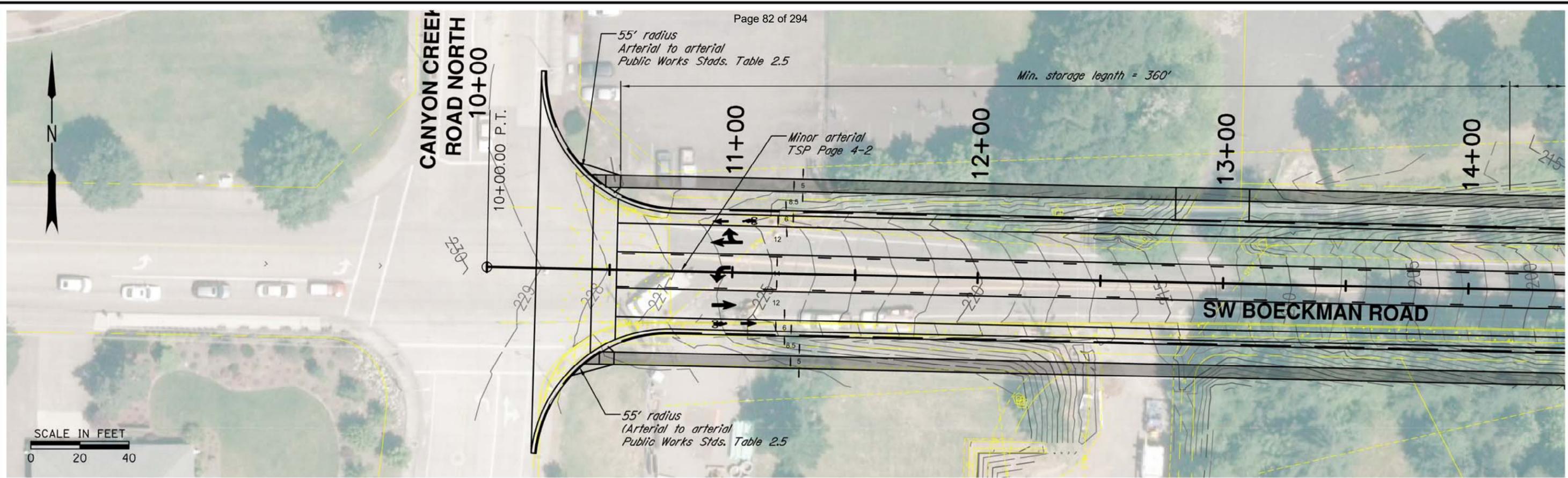


BOECKMAN CREEK BRIDGE
SW BOECKMAN ROAD
CITY OF WILSONVILLE

TYPICAL SECTION

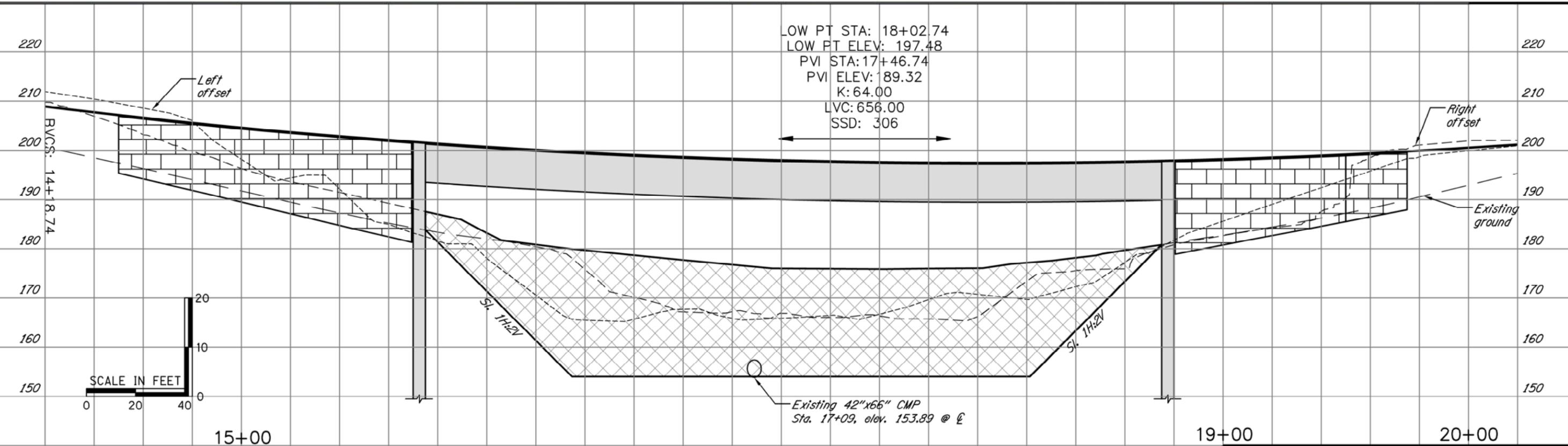
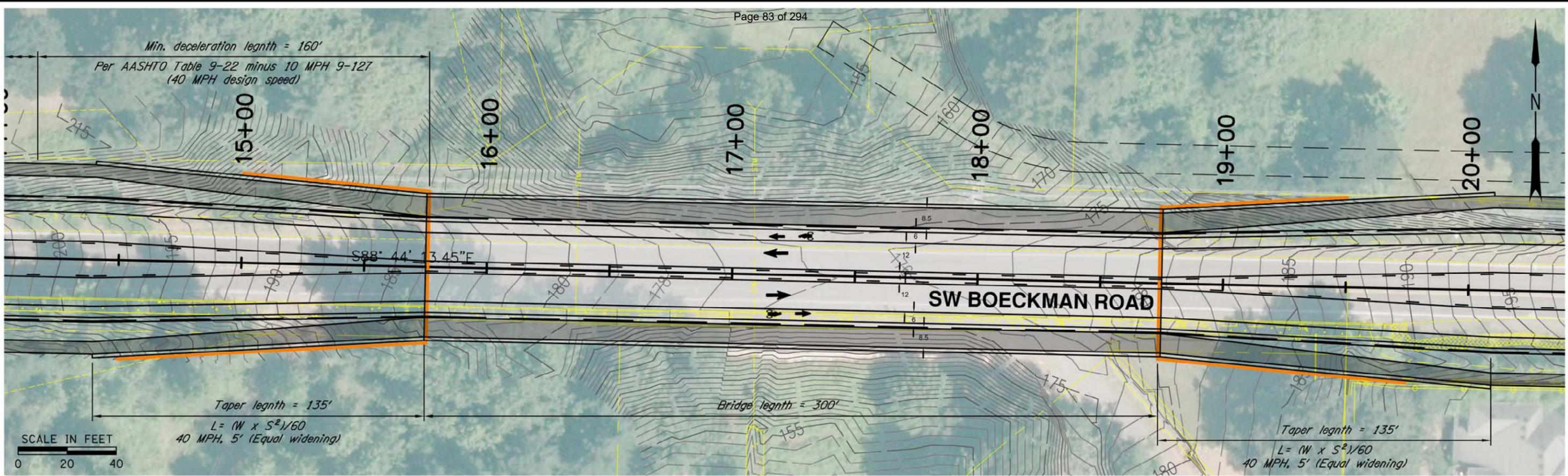
2 OF 2

APPENDIX C



BOECKMAN CREEK BRIDGE
SW BOECKMAN ROAD
CITY OF WILSONVILLE

OPTION A	1 OF 3
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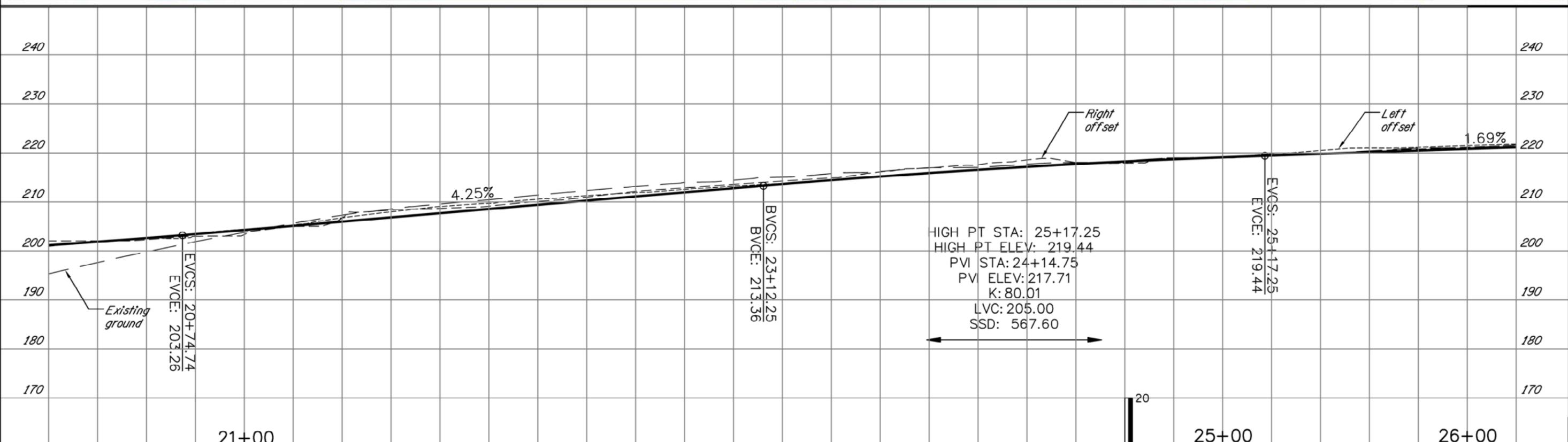
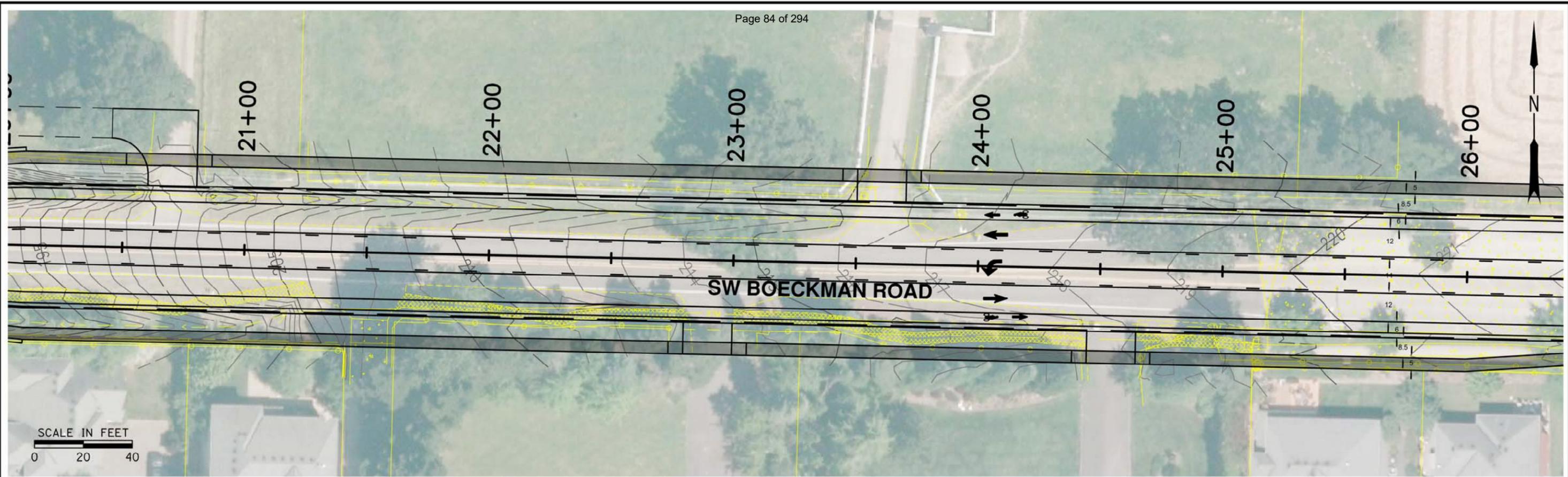


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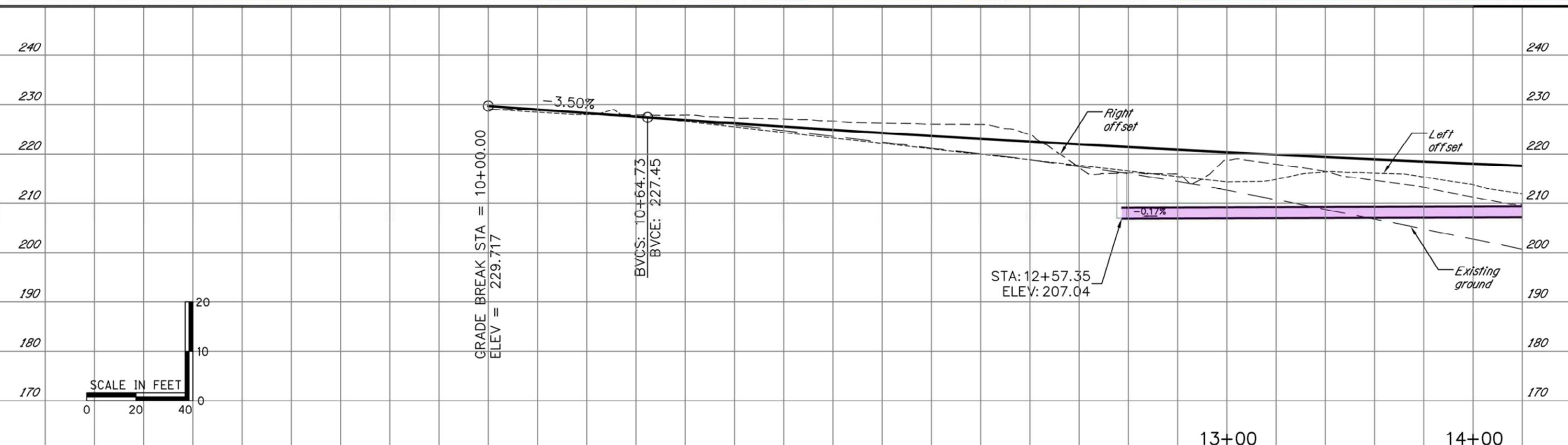
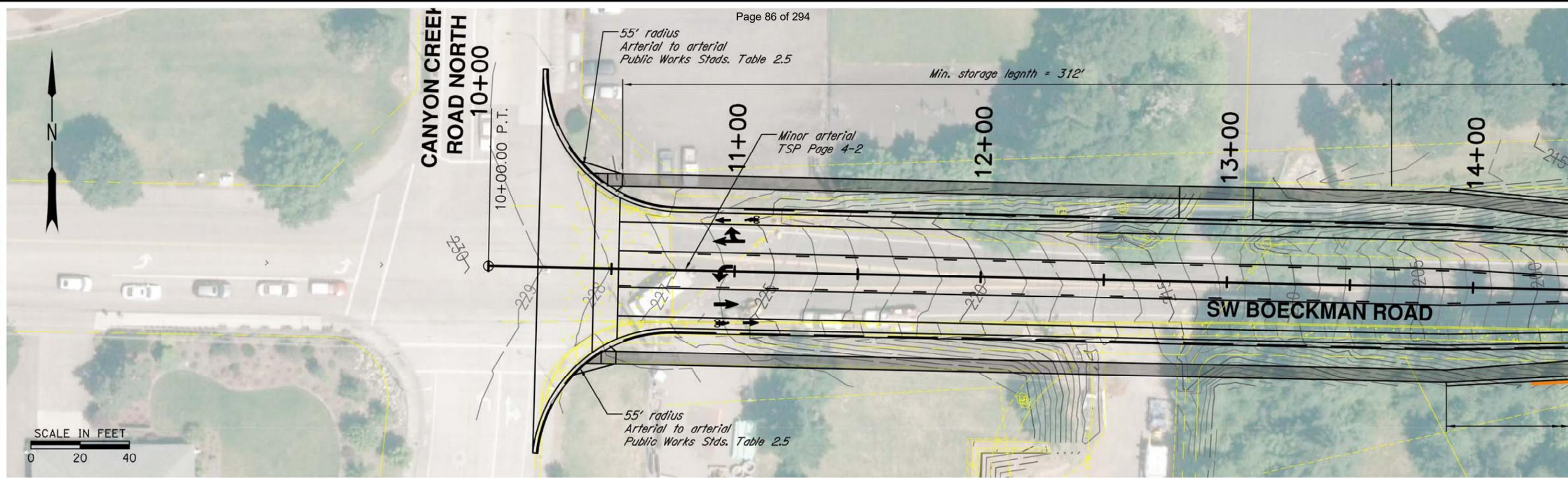


BOECKMAN CREEK BRIDGE
SW BOECKMAN ROAD
CITY OF WILSONVILLE

OPTION A	2 OF 3
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APPENDIX D



BOECKMAN CREEK BRIDGE

SW BOECKMAN ROAD
CITY OF WILSONVILLE

OPTION B

1 OF 3

10+00

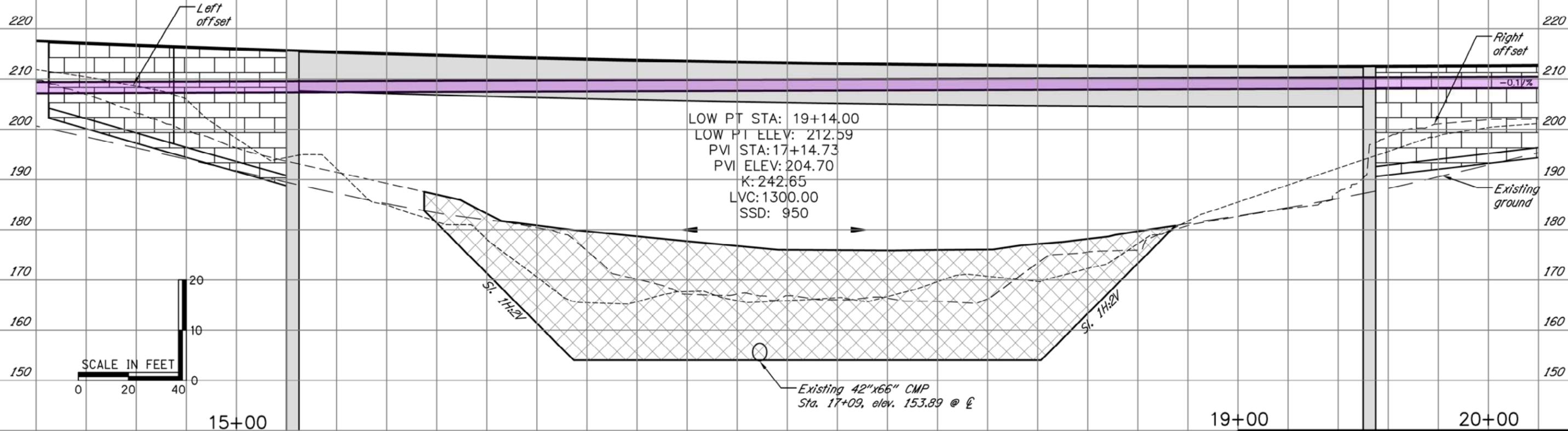
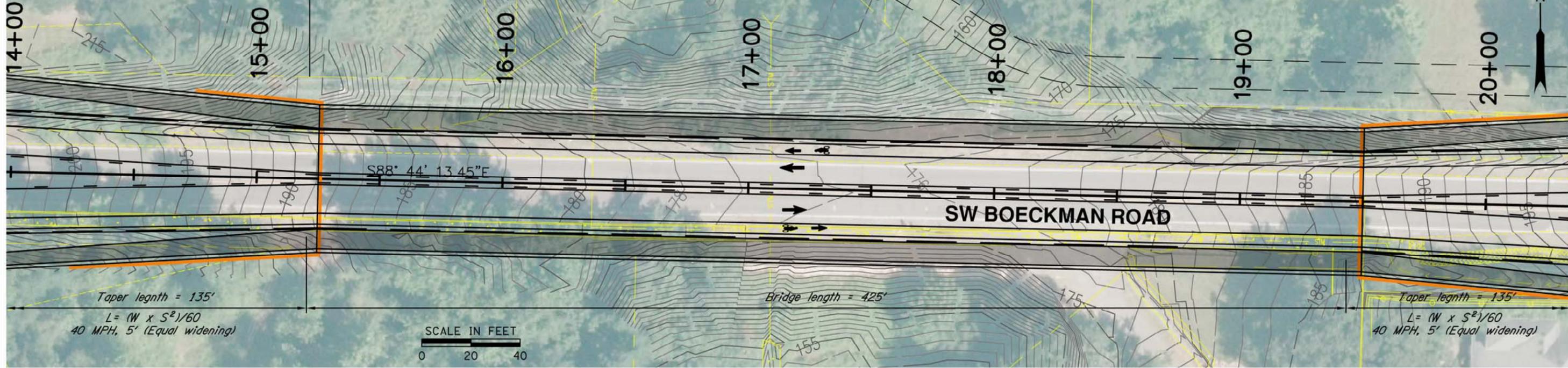
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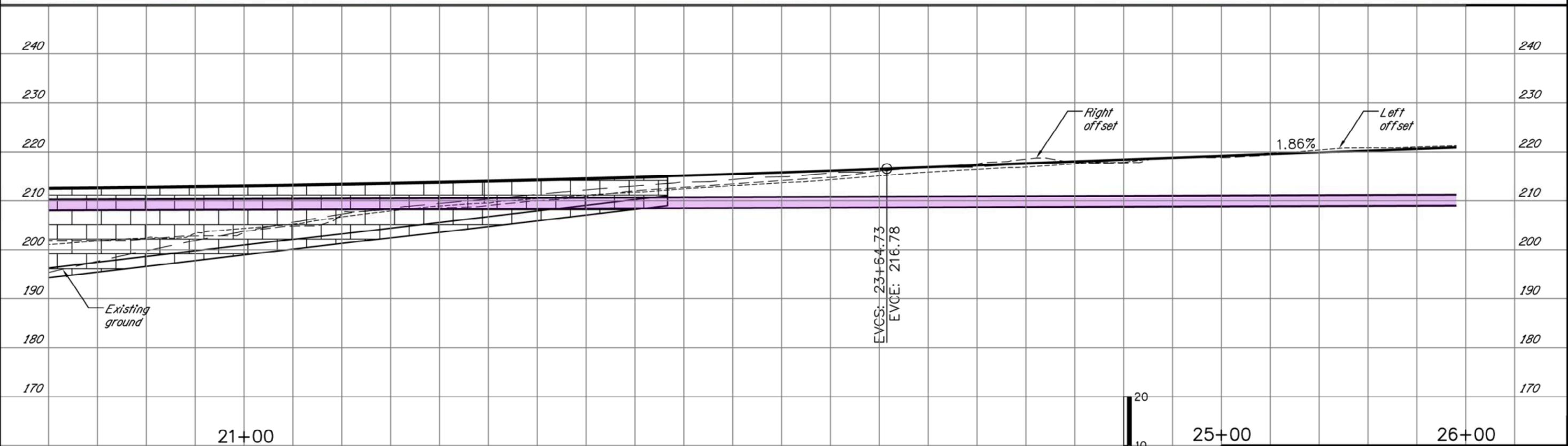
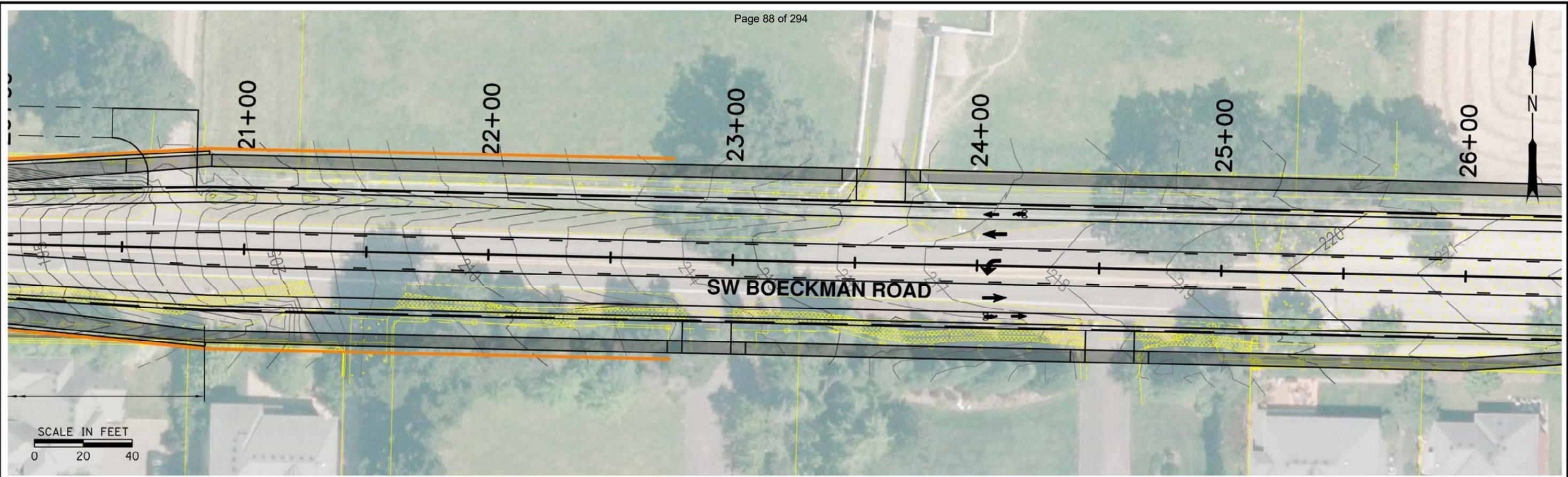
12+00

13+00

14+00

Min. deceleration length = 160'
Per AASHTO Table 9-22 minus 10 MPH 9-127
(40 MPH design speed)



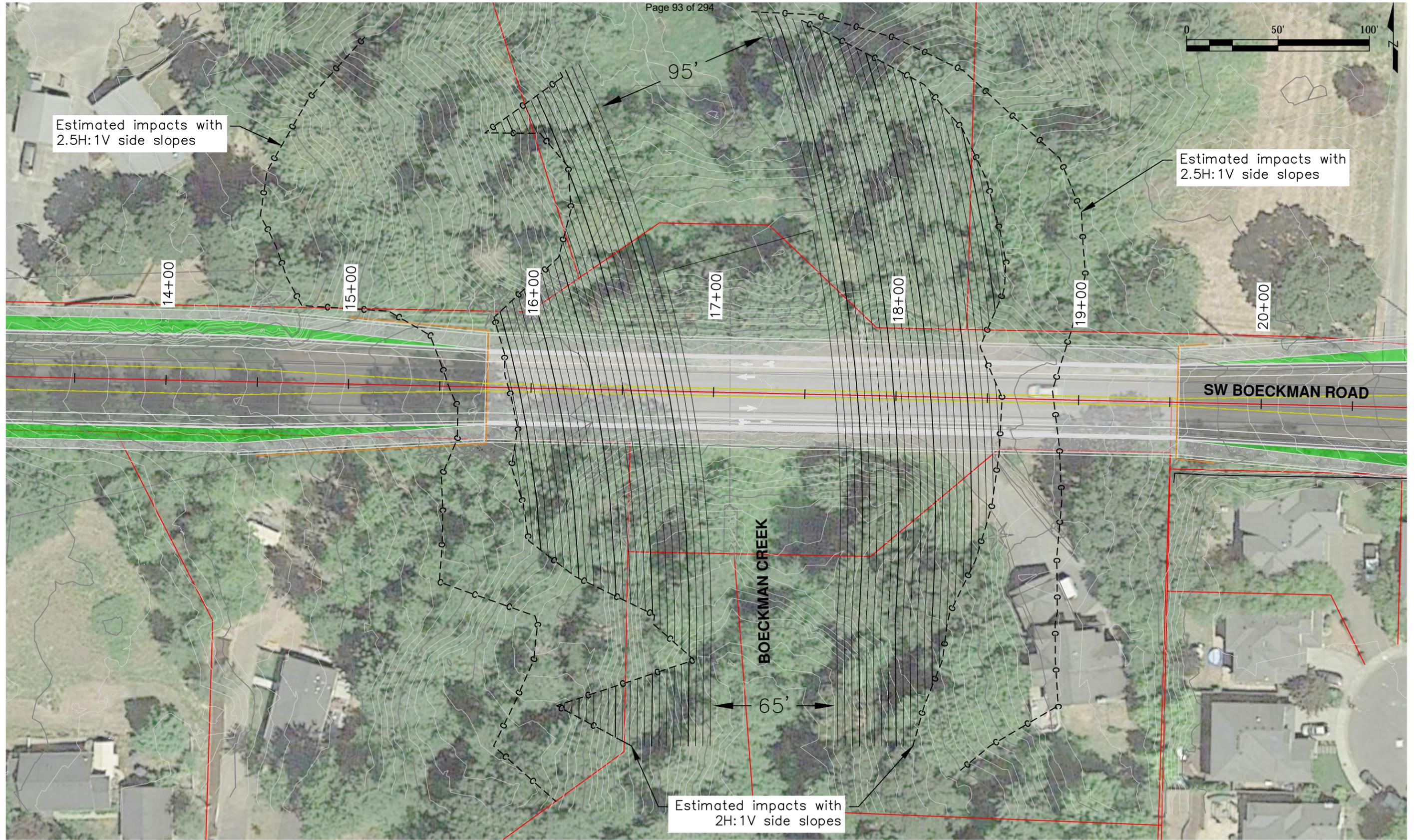
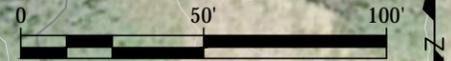


APPENDIX E

PRELIMINARY - COST ESTIMATE					
City of Wilsonville					
SECTION				COUNTY	
Boeckman Dip Reconstruction (Wilsonville) - Option A				Clackamas	
KEY NUMBER	KIND OF WORK	LENGTH	DATE	ROADWAY DESIGNER	
n/a	Structures, Grading, Paving, Illumination	0.31	5/28/14	OBEC	
ITEM NUMBER	ITEM DESCRIPTION	UNIT	AMOUNT	UNIT COST	TOTAL
MOBILIZATION AND TRAFFIC CONTROL					
0210.0100000A	MOBILIZATION	LS	All	\$0	\$632,000
0225-0100000A	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	LS	1	\$10,000	\$10,000
ROADWORK					
0310.0100000A	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	All	1%	\$69,400
0320.0100000A	CLEARING AND GRUBBING	AC	4	\$1,000	\$4,000
0330.0105000K	GENERAL EXCAVATION	CUYD	21,531	\$10	\$215,310
0350.0105000J	SUBGRADE GEOTEXTILE	SQYD	8,038	\$1.00	\$8,038
0640.0100000M	AGGREGATE BASE	CUYD	1,538	\$30	\$46,152
0756.0111000J	PLAIN CONCRETE PAVEMENT, DOWELED, 7 INCH THICK	SQYD	6,947	\$55	\$382,085
0759.0110000F	STANDARD CONCRETE CURB AND GUTTER	FT	2,716	\$15	\$40,740
0759.0128000J	CONCRETE WALKS 4"	SQFT	13,873	\$5.00	\$69,365
0759.0128000J	CONCRETE WALKS 6"	SQFT	1,410	\$7.00	\$9,870
00400's	Storm & drainage	LS	1	\$100,000	\$100,000
1012-0000000R	WATER QUALITY SWALE	LS	1	\$25,000	\$25,000
STRUCTURES					
0596-0104000J	RETAINING WALL, MSE - West Side	SQFT	3,975	\$75	\$298,125
0596-0104000J	RETAINING WALL, MSE - East Side	SQFT	3,600	\$75	\$270,000
00500's	STEEL OR CONCRETE BRIDGE	SQFT	18,000	\$300	\$5,400,000
SIGNING, STRIPING & ILLUMINATION					
00800's	Striping	LS	1	\$15,000	\$15,000
00900's	Signing	LS	1	\$5,000	\$5,000
00890's	Illumination	LS	1	\$50,000	\$50,000
SUBTOTAL, Construction Items					\$7,650,000
	PRELIMINARY ENGINEERING			15%	\$1,148,000
	RIGHT-OF-WAY				\$900,000
	CONSTRUCTION ENGINEERING			12%	\$918,000
	CONSTRUCTION SURVEY WORK			3%	\$210,000
	CONTINGENCY			30%	\$2,295,000
**PARTIAL PROJECT COST					\$13,200,000

PRELIMINARY - COST ESTIMATE					
City of Wilsonville					
SECTION				COUNTY	
Boeckman Dip Reconstruction (Wilsonville) - Option B				Clackamas	
KEY NUMBER	KIND OF WORK	LENGTH	DATE	ROADWAY DESIGNER	
n/a	Structures, Grading, Paving, Illumination	0.31	5/28/14	OBEC	
ITEM NUMBER	ITEM DESCRIPTION	UNIT	AMOUNT	UNIT COST	TOTAL
MOBILIZATION AND TRAFFIC CONTROL					
0210.0100000A	MOBILIZATION	LS	All	\$0	\$877,000
0225-0100000A	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	LS	1	\$10,000	\$10,000
ROADWORK					
0310.0100000A	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	All	1%	\$96,400
0320.0100000A	CLEARING AND GRUBBING	AC	4	\$1,000	\$4,000
0330.0105000K	GENERAL EXCAVATION	CUYD	19,382	\$10	\$193,820
0350.0105000J	SUBGRADE GEOTEXTILE	SQYD	7,330	\$1.00	\$7,330
0640.0100000M	AGGREGATE BASE	CUYD	1,413	\$30	\$42,379
0756.0111000J	PLAIN CONCRETE PAVEMENT, DOWELED, 7 INCH THICK	SQYD	6,294	\$55	\$346,170
0759.0110000F	STANDARD CONCRETE CURB AND GUTTER	FT	2,466	\$15	\$36,990
0759.0128000J	CONCRETE WALKS 4"	SQFT	12,626	\$5.00	\$63,130
0759.0128000J	CONCRETE WALKS 6"	SQFT	1,410	\$7.00	\$9,870
00400's	Storm & drainage	LS	1	\$100,000	\$100,000
1012-0000000R	WATER QUALITY SWALE	LS	1	\$25,000	\$25,000
STRUCTURES					
0596-0104000J	RETAINING WALL, MSE - West Side	SQFT	4,515	\$75	\$338,625
0596-0104000J	RETAINING WALL, MSE - East Side	SQFT	10,010	\$75	\$750,750
00500's	STEEL OR CONCRETE BRIDGE	SQFT	25,500	\$300	\$7,650,000
SIGNING, STRIPING & ILLUMINATION					
00800's	Striping	LS	1	\$15,000	\$15,000
00900's	Signing	LS	1	\$5,000	\$5,000
00890's	Illumination	LS	1	\$50,000	\$50,000
SUBTOTAL, Construction Items					
	PRELIMINARY ENGINEERING			15%	\$1,593,000
	RIGHT-OF-WAY				\$900,000
	CONSTRUCTION ENGINEERING			12%	\$1,275,000
	CONSTRUCTION SURVEY WORK			3%	\$292,000
	CONTINGENCY			30%	\$3,186,000
**PARTIAL PROJECT COST					
					\$17,900,000

Appendix G



Estimated impacts with 2.5H:1V side slopes

Estimated impacts with 2.5H:1V side slopes

Estimated impacts with 2H:1V side slopes

Note:
No ordinary high water was delineated when evaluating full channel restoration impacts. Impacts were derived from assumed wetland areas based on an existing ground LIDAR surface. Further evaluation of environmental impacts and a hydraulic analysis is required to better determine the impacts of full channel restoration.



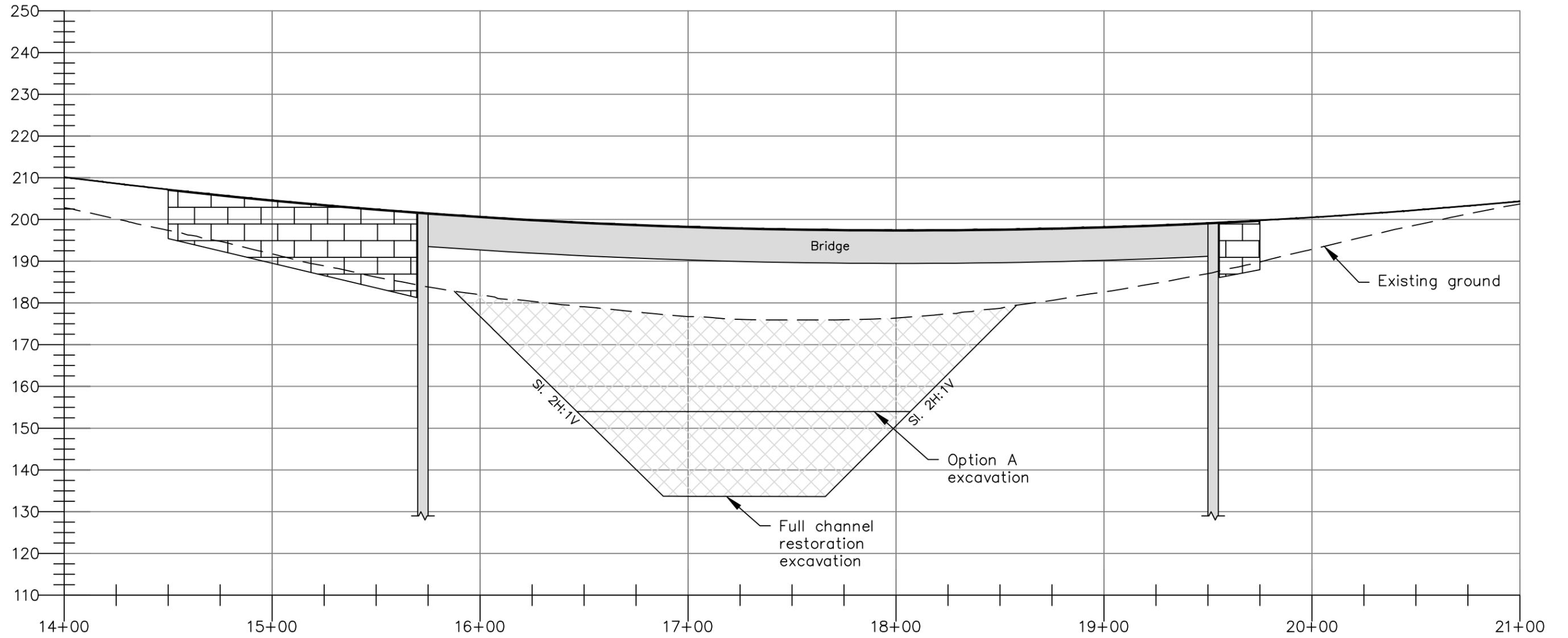
BOECKMAN CREEK BRIDGE

SW BOECKMAN ROAD
CITY OF WILSONVILLE

FULL CHANNEL RESTORATION

G1

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BOECKMAN CREEK BRIDGE SW BOECKMAN ROAD CITY OF WILSONVILLE	
FULL CHANNEL RESTORATION - PROFILE	G2

PRELIMINARY - COST ESTIMATE					
City of Wilsonville					
SECTION				COUNTY	
Boeckman Dip Reconstruction (Wilsonville) - Extra for Full Channel Restoration				Clackamas	
KEY NUMBER	KIND OF WORK	LENGTH	DATE	ROADWAY DESIGNER	
n/a	Grading, Structures, Paving, Signing, Illumination	0.31	12/13/19	OBEC	
ITEM NUMBER	ITEM DESCRIPTION	UNIT	AMOUNT	UNIT COST	TOTAL
MOBILIZATION AND TRAFFIC CONTROL					
0210.0100000A	MOBILIZATION	LS	All	\$0	\$127,000
0225.0101000A	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	LS	All	3%	\$50,000
0280.0100000A	EROSION CONTROL	LS	All	2%	\$27,700
ROADWORK					
0310.0100000A	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	All	1%	\$13,700
0320.0100000A	CLEARING AND GRUBBING	AC	2	\$1,500	\$3,000
0330.0105000K	GENERAL EXCAVATION	CUYD	22,600	\$30	\$678,000
STRUCTURES					
00500's	STEEL OR CONCRETE BRIDGE	SQFT	22,800	\$25	\$570,000
RIGHT OF WAY DEVELOPMENT AND CONTROL					
01000's	STREAM AND HABITAT RESTORATION	LS	All	\$120,000	\$120,000
SUBTOTAL, Construction Items					\$1,589,000
	PRELIMINARY ENGINEERING			15%	\$238,000
	PERMINANT SLOPE EASEMENTS	SQFT	12,382		\$160,000
	CONSTRUCTION ENGINEERING			12%	\$191,000
	CONSTRUCTION SURVEY WORK			3%	\$42,000
	PLANNING COST RANGE (-20% TO +50%)				
** LOW ADDITIONAL PROJECT COST IN 2019 DOLLARS					\$1,800,000
** HIGH ADDITIONAL PROJECT COST IN 2019 DOLLARS					\$3,400,000
** LOW ADDITIONAL PROJECT COST INFLATED TO 2021 CONSTRUCTION (4% ESCALATION PER YEAR)					\$2,000,000
** HIGH ADDITIONAL PROJECT COST INFLATED TO 2021 CONSTRUCTION (4% ESCALATION PER YEAR)					\$3,700,000
** We are providing a range due to the uncertainty of the additional work. Added work may differ depending on which alternative is selected.					

CITY COUNCIL ROLLING SCHEDULE

Board and Commission Meetings 2020

Items known as of 01/29/20

February

DATE	DAY	TIME	EVENT	LOCATION
2/10	Monday	6:30 p.m.	DRB Panel A	Council Chambers
2/12	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
2/18	Tuesday	7:30 p.m.	Special City Council Meeting	Council Chambers
2/20	Thursday	7:00 p.m.	Special City Council Meeting	Council Chambers
2/24	Monday	6:30 p.m.	DRB Panel B	Council Chambers
2/26	Wednesday	6:30 p.m.	Library Board	Library

March

DATE	DAY	TIME	EVENT	LOCATION
3/2	Monday	7:00 p.m.	City Council Meeting	Council Chambers
3/9	Monday	6:30 p.m.	DRB Panel A	Council Chambers
3/11	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
3/16	Monday	7:00 p.m.	City Council Meeting	Council Chambers
3/23	Monday	6:30 p.m.	DRB Panel B	Council Chambers
3/25	Wednesday	6:30 p.m.	Library Board	Library

Community Events:

- 2/7** First Friday Films at the Library, 6:00 p.m. – 8:00 p.m.
- 2/8** Tax Help at the Library, 10:00 a.m. – 2:00 p.m.
- 2/15** Tax Help at the Library, 10:00 a.m. – 2:00 p.m.
- 2/17** City Offices closed in observance of Presidents' Day.
- 2/22** Tax Help at the Library, 10:00 a.m. – 2:00 p.m.
- 2/25** History Pub at McMenamin's Old Church, 6:30 p.m. – 8:00 p.m.
- 2/28** Daddy Daughter Dance at Community Center, 7:00 p.m. – 9:00 p.m.
- 2/29** Tax Help at the Library, 10:00 a.m. – 2:00 p.m.
- 4/4** State Rep. Neron Wilsonville Town Hall at the Library, 10:30 am. – 1:00 p.m.

All dates and times are tentative; check the City's online calendar for schedule changes at www.ci.wilsonville.or.us.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: February 3, 2020		Subject: Resolution No. 2786 A Resolution of the City of Wilsonville Authorizing (SMART) to Purchase Two 21 Passenger Compressed Natural Gas Buses from Schetky NW Sales, Inc. Staff Member: Scott Simonton, Fleet Services Manager Department: Fleet Services	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends that Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to approve the Consent Agenda.			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): Transit Master Plan	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Staff is seeking Council approval for the purchase of two 21-passenger CNG fueled buses, using State grant funds.

EXECUTIVE SUMMARY:

SMART has competitive funding through ODOT (5339 – Bus & Bus Facilities Funds) in place, for the purchase of replacement vehicles. The funding split is 80% State, 20% local. Because these are alternatively fueled vehicles, SMART is able to utilize Statewide Transportation Improvement Funds (STIF) for the local match. The total cost of the two buses is \$236,600. Of this total, SMART’s portion will be \$47,320.

For grants of this type, ODOT requires the use of their RFQ process. The solicitation was sent to three vendors identified on the Oregon state purchase agreement. All three vendors submitted quotes. We have selected Schetky NW, of Portland, as the successful bidder. Although their quote was not the lowest, it was the only quote meeting our required specifications. We have received approval from ODOT to accept this quote, and have deemed the other two quotes non-responsive.

EXPECTED RESULTS:

Upon Council approval, an order will be placed immediately.

TIMELINE:

The lead-time for these buses is estimated at seven months. We expect to receive the vehicles in the fall of 2020.

CURRENT YEAR BUDGET IMPACTS:

Delivery of the vehicles will not occur in this fiscal year. The match amount of \$47,320 is available through SMART’s STIF funding, and will be budgeted in FY 20-21.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 1/22/2020

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 1/29/2020

COMMUNITY INVOLVEMENT PROCESS:

SMART’s Transit Master Plan included extensive public outreach. The plan states that SMART will maintain a modern fleet of vehicles, procuring alternatively fueled vehicles whenever possible.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Adding two new CNG buses will allow SMART to retire two diesel buses, which are past the end of their useful life. This purchase will improve both passenger comfort and air quality.

ALTERNATIVES:

This grant has an end date approaching. If Council chooses to delay this vehicle purchase, SMART will risk losing this opportunity, and may jeopardize successful pursuit of future competitive grant funding. Staff does not recommend this alternative.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2786
 - A. Schetky NW Sales, Inc. Goods and Services Contract

RESOLUTION NO. 2786

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING SOUTH METRO AREA REGIONAL TRANSIT (SMART) TO PURCHASE TWO 21-PASSENGER COMPRESSED NATURAL GAS BUSES FROM SCHETKY NW SALES, INC.

WHEREAS, a goal of SMART (South Metro Area Regional Transit) is to transition its bus fleet to low emission alternatively fueled vehicles; and

WHEREAS, SMART has an immediate need to replace aging diesel buses; and

WHEREAS, SMART was awarded a competitive state grant specifically for the purchase of replacement buses; and

WHEREAS, staff completed the RFQ process required by the State of Oregon; and

WHEREAS, Three quotes were received; only the quote submitted by Schetky NW Sales met the minimum requirements specified in the RFQ; and

WHEREAS, the City Council has duly appointed itself as the Local Contract Review Board, and acting as the Local Contract Review Board, is authorized to award the purchase contract in accordance with State requirements as recommended by staff.

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

1. Based on the above recitals, which are incorporated herein, the City Council, acting as the Local Contract Review Board, does hereby approve and authorize SMART to award a purchase contract for two 21-passenger CNG buses to Schetky NW Sales, Inc.
2. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 3rd day of February 2020, and filed with the Wilsonville City Recorder this date.

Tim Knapp, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Linville

Councilor Lehan

Councilor West

CITY OF WILSONVILLE GOODS AND SERVICES CONTRACT

This Goods and Services Contract (“Contract”) is made and entered into on this ____ day of _____, 2020 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Schetky Northwest Sales, Inc.**, an Oregon corporation (hereinafter referred to as “Supplier”).

RECITALS

WHEREAS, the City wishes to purchase equipment that Supplier is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Supplier represents that Supplier is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Supplier is prepared to provide such services, as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

Section 1. Goods Purchased, Equipment Price, and Delivery Date

Supplier will supply to the City two (2) transit vehicles, as more particularly described in the Quote/ Scope of Equipment attached hereto as **Exhibit A** and incorporated by reference herein (“Equipment”). The price of the Equipment is TWO HUNDRED THIRTY-SIX THOUSAND SIX HUNDRED DOLLARS (\$236,600) and includes delivery to 28879 SW Boberg Road, Wilsonville, Oregon. Sale shall occur upon inspection of the Equipment by the City and acceptance of delivery at the City location shown above. The City will pay Supplier in full within 30 days of acceptance of delivery of the Equipment. Supplier will schedule a date and time for delivery. Delivery must occur on or before October 1, 2020.

Section 2. Subcontractors and Assignments

Supplier shall neither subcontract with others for any of the services prescribed herein nor assign any of Supplier’s rights acquired hereunder.

Section 3. Insurance

3.1. Business Automobile Liability Insurance. If Supplier will be using a motor vehicle in the performance of the Services herein, Supplier shall provide the City a certificate indicating that Supplier has business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than **\$2,000,000**.

3.2. Workers Compensation Insurance. Supplier and all employers providing work, labor, or materials under this Contract that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Suppliers who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than **\$500,000** each accident.

3.3. Certificates of Insurance. As evidence of the insurance coverage required by this Contract, Supplier shall furnish a Certificate of Insurance to the City. This Contract shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Supplier agrees that it will not terminate or change its coverage during the term of this Contract without giving the City at least thirty (30) days' prior advance notice and Supplier will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

3.4. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Supplier shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are "Claims Made" policies, Supplier will be required to maintain such policies in full force and effect throughout any warranty period.

Section 4. Warranties.

Equipment warranties are attached hereto as **Exhibit B**. Supplier hereby represents that Supplier will promptly and thoroughly perform all warranty work at its location in Portland, Oregon, or at another location mutually agreed upon, in writing, by the parties.

Section 5. Contract Modification; Change Orders

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Supplier.

Section 6. Notices

Any notice required or permitted under this Contract shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of Wilsonville SMART
Attn: Scott Simonton, Fleet Manager
29799 SW Town Center Loop East
Wilsonville, OR 97070-9454

To Supplier: Schetky Northwest Sales, Inc.
Attn: Mark Zollner
8430 NE Killingsworth Street
Portland, OR 97220

Section 7. Required Federal Provisions

This Contract is funded, in whole or in part, with federal funds. Supplier must therefore comply with all of the following, in addition to the provisions listed above:

7.1. **Energy Conservation.** Supplier agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7.2. **Bus Testing.** Supplier agrees to comply with the Bus Testing requirements under 49 USC § 5318(e) and the FTA's implementing regulation at 49 CFR Part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, Supplier shall obtain a copy of the bus testing report(s) from the operator of the testing facility and is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the City prior to final acceptance of the first vehicle by the City. The complete bus testing reporting requirements are provided in 49 CFR § 665.11.

7.3. **Recovered Materials.** Supplier agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended (42 USC § 6962), and U.S. Environmental Protection Agency, "Comprehensive Procurement Guideline for Products Containing Recovered Materials" (40 CFR Part 247).

7.4. **Buy America.** Supplier agrees to comply with 49 USC § 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless all steel, iron, and manufactured products used in Federal Transit Administration-funded projects are produced in the United States, unless a waiver has been granted by the FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7. Separate requirements for rolling stock are set out at 49 USC § 5323(j)(2)(C) and 49 CFR § 661.11. All steel must originate in the USA and not leave the USA at any point. Supplier shall have submitted the appropriate Buy America certification to the City before commencement of any Work. Supplier must have submitted to the City the appropriate Buy America certification with its Proposal, as proposals

that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. See **Exhibit C**.

7.5. Clean Air and Clean Water. Supplier agrees to comply with the inspection and other requirements of the Clean Air Act, as amended (42 USC § 7401 *et seq.*), and the Federal Water Pollution Control Act, as amended (33 USC § 1251 *et seq.*). Supplier agrees it will not use any violating facilities, it will report the use of facilities placed on or likely to be placed on the U.S. Environmental Protection Agency (EPA) “List of Violating Facilities,” and it will report any violation of use of prohibited facilities to the City. Supplier understands and agrees that the City will, in turn, report each violation, as required, to assure notification to the Federal Transit Administration and the appropriate EPA Regional Office.

7.6. Pre-Award and Post-Delivery Audit Requirements. Supplier agrees to comply with 49 USC § 5323(m) and the FTA’s implementing regulation at 49 CFR Part 663. Supplier shall comply with the Buy America certification submitted with its Proposal. Supplier agrees to participate and cooperate in any pre-award or post-delivery audits performed pursuant to 49 CFR Part 663 and related FTA guidance.

7.7. Access to Records. The following federal access to records requirements apply to this Contract:

7.7.1. Supplier agrees to retain complete and readily accessible records related in whole or in part to this Contract, including but not limited to documents, reports, data, statistics, subcontracts, sub-agreements, leases, arrangements, other third party agreements of any type, and supporting materials related to those records.

7.7.2. Supplier agrees to comply with the record retention requirements in accordance 2 CFR § 200.333. Supplier will maintain all books, records, accounts, and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records will be until the City, SMART, the Federal Transit Administration (FTA) Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

7.7.3. Supplier agrees to provide the City, SMART, the FTA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, sufficient access to any books, documents, papers, and records of Supplier which are related to performance of this Contract for the purposes of making audits, examinations, excerpts, and transcriptions, as reasonably may be required. Supplier also agrees to permit any of the foregoing parties (at their costs) to reproduce by any means whatsoever any excerpts and transcriptions as reasonably needed.

7.8. **Lobbying Restrictions.** Supplier certifies, to the best of its knowledge and belief, that:

7.8.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Supplier, to any person for influencing or attempting to influence an officer or employee of an 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.

7.8.2. 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 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, Supplier will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7.9. **Contract Work Hours and Safety Standards.** For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, Supplier will comply with the Contract Work Hours and Safety Standards Act (40 USC §§ 3701-3708), as supplemented by the Department of Labor regulations at 29 CFR Part 5. Under 40 USC § 3702 of the Act, Supplier will compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

7.9.1. Liquidated Damages. In the event of any violation of the requirements of this Section, Supplier will be liable for the unpaid wages. In addition, Supplier and subcontractor will be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the requirements of this Section in the sum of ten dollars (\$10) for each calendar day on which such individual was required to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by this Section.

7.9.2. Withholding. The FTA shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in this Section.

7.10. **Civil Rights Requirements.** The following civil rights and equal employment opportunity requirements apply to this Contract, and Supplier shall at all times comply with these requirements:

7.10.1. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended (42 USC § 2000d), Section 303 of the Age Discrimination Act of 1975, as amended (42 USC § 6102), Section 202 of the Americans with Disabilities Act of 1990, as amended (42 USC § 12132), and federal transit laws at 49 USC § 5332, Supplier agrees that it will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, disability, or national origin. In addition, Supplier agrees to comply with applicable federal implementing regulations and other implementing requirements the FTA may issue.

7.10.2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended (42 USC § 2000e *et seq.*), and federal transit laws at 49 USC § 5332, Supplier agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" (41 CFR Chapter 60), and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965; 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. Supplier agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Supplier agrees to comply with any implementing requirements the FTA may issue.

7.10.3. Age. In accordance with the Age Discrimination in Employment Act of 1967, as amended (29 USC §§ 621-634); U.S. Equal Employment Opportunity Commission regulations, "Age Discrimination in Employment Act" (29 CFR Part 1625); the Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*); U.S. Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal

Financial Assistance” (45 CFR Part 90); and federal transit law at 49 USC § 5332, Supplier agrees to refrain from discrimination against present and prospective employees on the basis of age. In addition, Supplier agrees to comply with any implementing requirements the FTA may issue.

7.10.4. Disabilities. In accordance with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794); the Americans with Disabilities Act of 1990, as amended (42 USC § 12101 *et seq.*); the Architectural Barriers Act of 1968, as amended (42 USC § 4151 *et seq.*); and federal transit law at 49 USC § 5332, Supplier agrees that it will not discriminate against individuals on the basis of disability. In addition, Supplier agrees to comply with any implementing requirements the FTA may issue.

7.11. **Disadvantaged Business Enterprises.** If the City must adopt a Disadvantaged Business Enterprise (DBE) program, the parties will execute a written amendment so that this Contract becomes subject to the City’s DBE program. Supplier shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Supplier shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Supplier 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 the City deems appropriate.

7.12. **Program Fraud and False or Fraudulent Statements and Related Acts.**

7.12.1. Supplier acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended (31 USC § 3801 *et seq.*), and U.S. Department of Transportation regulations, “Program Fraud Civil Remedies” (49 CFR Part 31), apply to its actions pertaining to this equipment purchase. Upon execution of this Contract, Supplier certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted equipment purchase. In addition to other penalties that may be applicable, Supplier further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Supplier to the extent the Federal Government deems appropriate.

7.12.2. Supplier also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 USC Chapter 53, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(1) on Supplier, to the extent the Federal Government deems appropriate.

7.13. **Suspension and Debarment.** Supplier will comply with and facilitate compliance with U.S. Department of Transportation regulations, “Nonprocurement Suspension and Debarment” (2 CFR Part 1200), which adopts and supplements the U.S. Office of

Management and Budget (U.S. OMB) “Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)” (2 CFR Part 180). Supplier is required to verify that its principals, affiliates, and any subcontracts are eligible to participate in this federally funded Contract and are not presently declared by any federal department or agency to be debarred, suspended, proposed for debarment, voluntarily excluded, disqualified, or declared ineligible from participation in any federally assisted award.

Supplier is required to comply with Subpart C of 2 CFR Part 180, as supplemented by 2 CFR Part 1200, and must include the requirement to comply with Subpart C of 2 CFR Part 180 in any lower tier covered transaction it enters into. By signing and submitting its Proposal, Supplier has certified as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that Supplier knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Supplier agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. Supplier further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7.14. Trafficking in Persons.

7.14.1. Supplier agrees that it and its employees that participate in the vanpool program covered under this Contract may not:

7.14.1.1. Withholding monthly progress payments;

7.14.1.2. Engage in forms of trafficking in persons during the period of time that this Contract is in effect;

7.14.1.3. Procure a commercial sex act during the period of time that this Contract is in effect; or

7.14.1.4. Use forced labor in the performance of the Contract or any subcontracts thereunder.

7.14.2. Supplier agrees to comply, and assures the compliance of each subrecipient, with federal requirements and guidance, including:

7.14.2.1. Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 USC § 7104(g); and

7.14.2.2. The terms of this Section, which have been derived from U.S. OMB regulatory guidance, “Award Term for Trafficking in Persons,” 2 CFR Part 175, per U.S. OMB’s direction.

7.14.3. Supplier agrees to, and assures that each subrecipient will:

7.14.3.1. Inform the FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in this clause; and

7.14.3.2. Include the substance of this clause in all agreements or subcontracts with recipients, subrecipients, Suppliers, and subcontractors at every tier, including this requirement to flow down the clause.

7.15. Safe Operation of Motor Vehicles. Supplier is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. Supplier agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies that ban text messaging while using an electronic device supplied by an employer and driving a vehicle the driver owns or rents, a vehicle Supplier owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Work performed under this Contract.

7.16. Federal Changes. Supplier shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in any Master Agreement between the City and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. Supplier’s failure to so comply shall constitute a material breach of this Contract.

7.17. Violation and Breach of Contract; Termination. The clauses concerning violation and breach of this Contract and termination of this Contract can be found in **Section 8**, below.

7.18. No Obligation by the Federal Government. The City and Supplier acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Supplier, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this Contract.

7.19. Federal Transit Administration (FTA) Terms Controlling. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Supplier shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.

Section 8. Early Termination; Default

8.1. This Contract may be terminated prior to the expiration of the agreed upon terms:

8.1.1. By mutual written consent of the parties;

8.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Supplier by mail or in person; or

8.1.3. By Supplier, effective upon seven (7) days' prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of Supplier, where such default is not cured within the seven (7) day period by the City. Withholding of disputed payment is not a default by the City.

8.2. If the City terminates this Contract, in whole or in part, due to default or failure of Supplier to perform Services in accordance with the Contract, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Supplier shall be liable for all costs and damages incurred by the City as a result of the default by Supplier, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Contract. This Contract shall be in full force to the extent not terminated by written notice from the City to Supplier. In the event of a default, the City will provide Supplier with written notice of the default and a period of ten (10) days to cure the default. If Supplier notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Contract and seek remedies for the default, as provided above.

8.3. If the City terminates this Contract for its own convenience not due to any default by Supplier, payment of Supplier shall be prorated to, and include the day of, termination and shall be in full satisfaction of all claims by Supplier against the City under this Contract.

8.4. Termination under any provision of this section shall not affect any right, obligation, or liability of Supplier or the City that accrued prior to such termination.

Section 9. Liquidated Damages

9.1. The City and Supplier recognize that time is of the essence of this Contract and that the City will suffer financial loss and public detriment if the bus is not delivered on time in accordance with this Contract. Both parties also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the bus is not delivered on time. Accordingly, instead of requiring any such proof, the City and Supplier agree that as Liquidated Damages for delay (but not as a penalty), Supplier shall pay the City the amount of One Hundred Dollars (\$100) per day for each and every day that expires after the agreed upon delivery date ("Liquidated Damages").

9.2. The parties further agree that this amount of Liquidated Damages is a reasonable forecast of just compensation for the harm caused by any breach and that this harm is one which is impossible or very difficult to estimate. In addition to the Liquidated Damages above, Supplier shall reimburse the City for all costs incurred by the City for inspection and project management services required beyond the time specified for final delivery of the bus. If Supplier fails to reimburse the City directly, the City will deduct the cost from Supplier's final pay request.

9.3. Supplier will not be responsible for Liquidated Damages or be deemed to be in default by reason of delays in performance due to reasons beyond Supplier's reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or actions of unrelated third parties not under Supplier's direction and control that preclude Supplier from performing under the Contract ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of Supplier's performance under the Contract will be extended accordingly and proportionately by the City, in writing. Poor weather conditions, unless extreme, lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

Section 10. Miscellaneous Provisions

10.1. Integration. This Contract, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Contract shall control.

10.2. Legal Effect and Assignment. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Contract may be enforced by an action at law or in equity.

10.3. Equal Opportunity. No person shall be discriminated against by Supplier in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City.

10.4. No Assignment. Supplier may not delegate the performance of any obligation to a third party.

10.5. Adherence to Law. Supplier shall adhere to all applicable federal and state laws, including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Supplier is required by law to obtain or maintain in order to perform the work described in this Contract shall be obtained and maintained throughout the term of this Contract.

10.6. Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual

provisions required by ORS Chapters 279A, 279B, and 279C, and related Oregon Administrative Rules, to be included in public agreements are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein.

10.7. Jurisdiction. Venue for any dispute will be in Clackamas County Circuit Court.

10.8. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Contract or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Contract, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

10.9. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Contract shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

10.10. Severability. If any provision of this Contract is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Contract shall remain in full force and effect, to the greatest extent allowed by law.

10.11. Modification. This Contract may not be modified except by written instrument executed by Supplier and the City.

10.12. Time of the Essence. Time is expressly made of the essence in the performance of this Contract.

10.13. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Contract, the first day from which the designated period of time begins to run shall not be included.

10.14. Headings. Any titles of the sections of this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

10.15. Number, Gender and Captions. In construing this Contract, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the

masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Contract.

10.16. Interpretation. As a further condition of this Contract, the City and Supplier acknowledge that this Contract shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

10.17. Entire Agreement. This Contract, all documents attached to this Contract, and all Contract Documents and laws and regulations incorporated by reference herein, represent the entire agreement between the parties.

10.18. Counterparts. This Contract may be executed in one or more counterparts, each of which shall constitute an original Contract but all of which together shall constitute one and the same instrument.

10.19. Authority. Each party signing on behalf of Supplier and the City hereby warrants actual authority to bind their respective party.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

SUPPLIER:

CITY:

SCHETKY NORTHWEST SALES, INC.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

Amanda Guile-Hinman, Asst. City Attorney
City of Wilsonville, Oregon

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REQUEST FOR TRANSIT VEHICLE PRICE QUOTE (RFQ)

This is (check appropriate):

- Initial Request for Quote** (from Requesting Agency to Vendors)
Due Date: 12/27/2019 _____
- Response to RFQ** (from Responding Vendor back to Requesting Agency)
- Grant Funded Purchase**

VENDOR (Business Name): SCHETKY NORTHWEST SALES, INC

Vendor Contact Person: CHASE SCHETKY

Phone: 503-607-3141

Email Address: CHASES@SCHETKYNW.COM

Alt Phone: 503-730-8383

Meets Buy America Standards (49 USC § 5323(j); 49 CFR part 661)

REQUESTING AGENCY INFORMATION

Agency: City of Wilsonville **Date:** 11/27/2019

Contact Person: Scott Simonton **Phone:** 503-570-1541

Email Address: _simonton@ci.wilsonville.or.us **Fax:** _____

Agency Address: _29799 SW Town Center Loop E, Wilsonville, OR 97070

The above Agency, through its Public Transit program or public transit affiliate, is requesting price quotes from Oregon State Price Agreement Contract Vendors for the purchase of the following vehicle(s):

From: Oregon State Price Agreement **No. of Vehicles Required:** _2_

PTD Vehicle Category (Check): (Please see *PTD Vehicle Descriptions and Useful Life Standards*)

Cat A Cat B Cat C Cat D Cat E _____ (select from 1 to 3)

Length (can be range): _26_ **Regular Seats:** 21 **ADA Stations/Tiedowns:** 2

Fuel Type: Gasoline Diesel Bio-fuel Hybrid CNG Propane

High Floor Low Floor Other Comment: _____

The general specification for vehicle is as follows:

A. VENDOR'S VEHICLE BASE PRICE INFORMATION	VEHICLE BASE PRICE
<i>This Section to be completed by Vendor</i>	<i>Enter base price from State , Price Agreement below</i>
Vehicle Make/Model: 2019 ELDORADO FORD E-450 AEROTECH	
Length: APPROXIMATELY 26'	\$80,194
Fuel Type: CNG	
Floor: <input checked="" type="checkbox"/> High Floor <input type="checkbox"/> Low Floor Other:	
No. of Regular Passenger Seats: 21	
No. of ADA Stations w/Tiedowns Desired: 2	
Other Special Note: ENGINE WITH HARDENED VALVES	

B. VEHICLE REQUIRED SPECIFICATIONS

<i>Requesting Agency completes Description column Vendor completes "Vendor Response" columns</i>	VENDOR RESPONSE
<i>Requesting Agency's Required Specifications Description</i>	<i>Vendor Suggestions (related to vehicle specs)</i>
Altoona Test Executive Summary	YES
Vehicle to be approximately 26 feet long w/ 176" wheelbase Ford F-450 chassis, or approved equal	YES
Braun NCL919 wheelchair lift, or approved equal. Lift to be mounted immediately aft of passenger entrance door, with a dedicated lift entry door.	YES
Vehicle to be equipped with OEM gaseous fuel prep package and Factory QVM approved CNG conversion.	YES
CNG cylinder storage capacity is to be a minimum of 40 GGE	YES
PA system w/ gooseneck mic, one aux port, and six speakers	YES
Power driver seat – driver's seat to be upholstered in vinyl, transit gray.	YES
Plexiglas driver barrier	YES
Heated/remote exterior mirrors	YES
Altro flooring, or approved equal, Altro yellow step nosing	EQUAL-GERFLOR SIRIUS

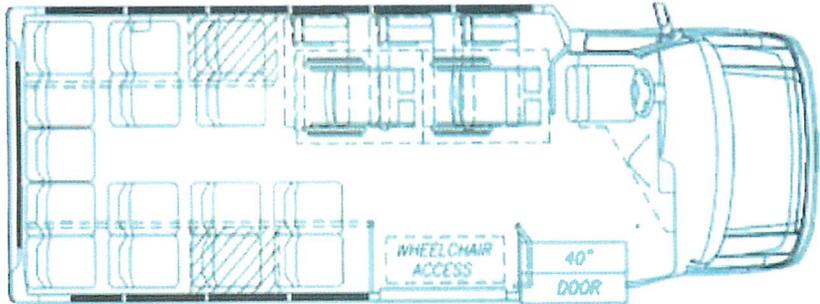
Minimum 36" electric passenger entrance door	YES- 40" DOOR
58,000 BTU A/C system. Skirt mounted condenser unit must be located fore of rear axle. Units mounted aft of rear axle will not be accepted. Roof mounted units may be considered, bidder to note additional height dimensions if proposing roof mounted units.	YES-60,000 BTU
Driver side running board	YES
Requesting Agency's Required Specifications Description (Continued)	VENDOR RESPONSE
	Vendor Suggestions (related to vehicle specs)
Emergency escape roof hatch	YES
Hanover Displays amber LED front & side destination signs w/software package, or approved equal	YES
Passenger seating to be Freedman Citi-seat, or approved equal, with vinyl upholstery, Level 1, Oxen gray. Armrests and grab rails on aisle side of passenger seating. No passenger seat seatbelts (apply credit if included in base price)	YES- CITI-SEAT
Skirt mounted battery box with sliding battery tray.	YES
Passenger signal system w/stop request sign and pull cords (no press tape). One time only chime. Stop requested light on dashboard.	YES
Exterior LED light package Skirt mounted docking lights	YES
Interior advertising rail package	YES
Upgrade to full length W/C track system for 2 stations	YES
Flush mounted or shielded LED side turn signals	
Electronic LED Yield sign	YES
REI HD800 w/6 camera 750 GB DVR system, or approved equal. System to be Wi-Fi/GPS enabled	YES
Sportworks front standoff mount, capable of accepting Apex 3 rack, or approved equal	YES
Romeo Rim rear bumper, or approved equal	YES
Motorola APX4500, or approved equal, two-way radio w/ antenna, installed	YES
Subtotal Cost of Required Options:	\$38,104
Total Vehicle Cost With All Required Options:	\$118,300
C. VEHICLE PREFERRED OPTIONS	

Requesting Agency's Preferred Options Description	Included in Base Price? YES / NO	\$Additional Cost for Option\$ (or Note Not Available)	Vendor Suggestions (related to vehicle specs)
Subtotal Cost of Preferred Options:		\$	

Vendor's Signature:  **Date Sent:** 12/27/19

Vendor's Response Back to RFQ – Please sign and date your response here.

Sample Floor plan (Attach or cut-and-paste new plan here, or attach on back)



VENDOR INFORMATION

Vendors are strongly encouraged to submit price quotes using the format provided. Vendors should specifically note if and how they meet the above specifications, and note any differences in what has been called out above, in their price quotes. This may be done on the form, or on an attached sheet. The vehicle(s) will be purchased with funding from the Oregon Department of Transportation, Public Transit Division and the Requesting Agency, and will follow applicable Federal and State procurement guidelines.

Price Quote shall be submitted to the Requesting Agency contact person named on the first page on this form.

Price Quotes may be sent by U.S. Mail, emailed, or faxed to the addresses for Requesting Agency noted on page 1 of this form.

VEHICLE SELECTION INFORMATION

Selection of the vehicle and successful price quote will be based on:

- Lowest Cost With Required Specifications (*Lifecycle costs may be considered in price determination and may affect lowest bid determination*)**
- Best Value Determination (ODOT PTD pre-approval required.)**

The Best Value Determination criteria are as follows:



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: February 3, 2020		Subject: Resolution No. 2792 Authorizing the City Manager to Amend the Professional Services Agreement with Murraysmith, Inc. for Design and Construction Engineering Services for the Memorial Park Pump Station project (CIP #2065). Staff Member: Mike Nacrelli, PE, Civil Engineer Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends that Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to approve the Consent Agenda.			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: Well-maintained infrastructure	<input checked="" type="checkbox"/> Adopted Master Plan(s): Wastewater Collection System Master Plan	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Council to consider whether to approve the amendment to the Professional Services Agreement with Murraysmith, Inc. for an additional \$19,247 for a total cost of \$679,627. Additional work includes Design and Construction Engineering Services for the Memorial Park Pump Station project (CIP #2065).

EXECUTIVE SUMMARY:

The design of the Memorial Park Pump Station is underway to increase capacity and reliability. Murraysmith, Inc. is currently providing engineering services for the design of the new submersible wastewater pump station. Additional design work and coordination with the project arborist was requested by the City during the 60% design review meeting since the site is in the vicinity of mature Douglas-fir trees. Additionally, revisions to the building architecture was needed to meet community aesthetic expectations and DRB review. Other changes include revising the site plan to include a path that extends through the site; revising the proposed fiber optic system alignment to include additional drop sites and a new alignment; and meeting with the project arborist and providing staking of the proposed building corners for the arborist to review potential tree impacts.

EXPECTED RESULTS:

The Memorial Park Pump Station project will increase capacity and reliability. The work identified in the amendment to the Professional Services Agreement will provide a more suitable alignment of the fiber optic system, preservation of trees, and improved aesthetics of the building and site landscaping.

TIMELINE:

Final Design CompleteJanuary 2020
Award Construction ContractMarch 2020
Construction CompleteMarch 2021

CURRENT YEAR BUDGET IMPACTS:

The amendment to the Professional Services Agreement with Murraysmith includes \$19,247 for additional design and construction engineering services for the Memorial Park Pump Station (CIP #2065) and can be accommodated in this fiscal year’s budget.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 1/29/2020

Adequate budget is available for this project.

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 1/29/2020

Amendment changes scope price and time frame, otherwise contract remains as written.

COMMUNITY INVOLVEMENT PROCESS:

The Memorial Park Pump Station was approved by the Development Review Board at the January 13, 2020 meeting.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

The project will benefit the community by providing needed future capacity and making it more flood and seismically resilient.

ALTERNATIVES:

Flood walls could be constructed around the existing pump station, however, that would require changes to the access road and would still not allow Public Works employees to safely access the site during a flood event or address future capacity needs.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2792
 - A. Second Amendment to Professional Services Agreement, Murraysmith, Inc. – Memorial Park Pump Station Project

RESOLUTION NO. 2792

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO AMEND A PROFESSIONAL SERVICES AGREEMENT WITH MURRAYSMITTH, INC. FOR DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR THE MEMORIAL PARK PUMP STATION PROJECT (CAPITAL IMPROVEMENT PROJECT #2065).

WHEREAS, the City has planned and budgeted for Capital Improvement Project (CIP) #2065, known as the Memorial Park Pump Station Relocation project; and

WHEREAS, the City solicited Requests for Proposals for Engineering Services from qualified consultants for the Project using the formal selection procedure that duly followed the State of Oregon Public Contracting Rules and the City of Wilsonville Municipal Code; and

WHEREAS, Murraysmith, Inc. was selected as the most qualified consultant and was awarded a contract for the Memorial Park Pump Station Relocation (CIP #2065) for design services in the amount of \$500,000.00 on December 4, 2017 via Resolution No. 2659; and

WHEREAS, the City further authorized entering into a First Amendment to the Professional Services Agreement for an additional \$160,380 on January 7, 2019 via Resolution No. 2719; and

WHEREAS, the City now needs to incorporate additional architectural changes and arborist consultation into the design of the pump station and thus requires additional design services from a qualified consultant to accommodate the added scope of work; and

WHEREAS, the City desires to further amend the Professional Services Agreement with Murraysmith, Inc. to include additional design services for the Memorial Park Pump Station Relocation project; and

WHEREAS, Oregon Administrative Rules (OAR 137-048-0200(1)(c) – “Continuation of Project with Intermediate Fee”) allows the City to utilize Murraysmith, Inc.’s engineering services without undertaking a new procurement process; and

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

1. The procurement process for the Project duly followed Oregon Public Contracting Rules.

2. The Professional Services Agreement complies Oregon Public Contracting Rules for Continuation of Project with Intermediate Fee (OAR 137-048-0200(1)(c)).
3. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, the Second Amendment to the Professional Services Agreement with Murraysmith, Inc. for a not-to-exceed amount of Nineteen thousand two hundred forty seven dollars (\$19,247.00), which Second Amendment is in substantially similar form to **Exhibit A** attached hereto.
3. This Resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 3rd day of February 2020, and filed with the Wilsonville City Recorder this date.

TIM KNAPP, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBIT:

- A. Second Amendment to Professional Services Agreement, Murraysmith, Inc. – Memorial Park Pump Station Project

**CITY OF WILSONVILLE
SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

MURRAYSMITH, INC. – MEMORIAL PARK PUMP STATION PROJECT

This Second Amendment to Professional Services Agreement (“Second Amendment”) is effective the ____ day of _____ 2020 (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (“City”), and **Murraysmith, Inc.**, an Oregon corporation (“Consultant”), upon the terms and conditions set forth below.

RECITALS

WHEREAS, the City entered into a Professional Services Agreement (“Agreement”) with Consultant on December 11, 2017 relating to the Memorial Park Pump Station Project (“Project”), which included a compensation amount guaranteed not to exceed \$500,000 (“Compensation Amount”) for the performance of the services provided therein; and

WHEREAS, on January 7, 2019, the City Council for the City approved, through Resolution No. 2719, a first amendment (“First Amendment”) to the Agreement for certain additional services, which increased the Compensation Amount by \$160,380 to a new total of \$660,380 (“Updated Compensation Amount”) and which extended the Agreement term to December 31, 2020; and

WHEREAS, the City now requires services as provided in **Exhibit A** attached hereto (“Additional Services”), which Consultant is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, the City and Consultant anticipate that additional time is also needed to complete the Additional Services described in this Second Amendment; and

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

The Agreement is amended as follows:

Section 1. Term

The term of the Agreement is hereby extended to March 31, 2021.

Section 2. Additional Services To Be Provided

Consultant will perform the Additional Services more particularly described in **Exhibit A** for the Project pursuant to all original terms of the Agreement, except as modified herein.

Section 3. Compensation

The City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed NINETEEN THOUSAND TWO HUNDRED FORTY-SEVEN DOLLARS (\$19,247) for performance of the Additional Services (“Additional Compensation Amount”) which, when totaled with the Updated Compensation Amount, equals a total not-to-exceed amount of SIX HUNDRED SEVENTY-NINE THOUSAND SIX HUNDRED TWENTY-SEVEN DOLLARS (\$679,627) for the performance of all the services, including the Additional Services, as provided in the Agreement, the First Amendment, and the Second Amendment (“Total Compensation Amount”).

Section 4. All Other Terms

All of the other terms and conditions of the Agreement shall remain in full force and effect, as therein written. Unless otherwise defined herein, the defined terms of the Agreement shall apply to this Second Amendment.

The Consultant and the City hereby agree to all provisions of this Second Amendment.

CONSULTANT:

MURRAYSMITH, INC.

By: _____

Print Name: _____

As Its: _____

Employer I.D. No. _____

CITY:

CITY OF WILSONVILLE

By: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

Amanda R. Guile-Hinman, Asst. City Attorney
City of Wilsonville, Oregon

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EXHIBIT A

AMENDMENT 2 SCOPE OF SERVICES MEMORIAL PARK PUMP STATION IMPROVEMENTS CITY OF WILSONVILLE

Project Overview and Understanding

The City of Wilsonville is improving its Memorial Park Pump Station to increase capacity and reliability. Additional design work and coordination with the City's arborist was requested by the City during the 60% design review meeting. This includes revising the proposed building architecture from the previously approved design, revising the site plan to include a path that extends through the site, revising the proposed fiber optic system alignment to include additional drop sites and a new alignment, and meeting with the City's arborist and providing staking of the proposed building corners for the City's arborist to review for potential tree impacts.

This scope of work includes the additional design phase engineering services as described below.

Scope of Services

Additional work outlined in this amendment is included as either supplemented existing subtasks or new subtasks added to the existing task list. The task affected by this amendment are listed below and followed by a detailed scope of work.

Task 7 – Final Design Documents

The Consultant will perform the following services under this amendment:

Task 7. Final Design Documents (Existing Task Amended)

Objective:

To prepare contract plans, specifications, and bidding documents for soliciting bids and constructing the project.

Activities:

7.8 Revise Site Plan to Add Path (New Task)

Services under this task include revising the site plan and landscaping plans to add a concrete walking path through the site.

7.9 Revised Fiber Alignment (New Task)

Services under this task include a site visit to walk the revised alignment to confirm the locations and identify potential construction impacts to existing structure and trees. A feasibility review for using HDD installation was also provided for sections of fiber that will traverse vegetated slopes. New fiber optics plans were prepared under this task.

7.10 Coordination with City's Arborist (New Task)

Services under this task include an on-site meeting with the City's arborist to review potential impacts from the pump station improvements on existing trees. Survey stakes of the proposed building outline, wet well, and retaining wall were provided as requested by the Arborist. Services under this task also include coordination of tree protection and erosion control measures with the City's arborist as well.

Task Deliverables

1. Revised site plan and landscaping plans to accommodate a concrete walking path.
2. Updated fiber plans for new alignment.
3. Survey hubs of proposed building, wet well, and retaining wall for City's arborist review of potential tree impacts.

Payment

Payment will be made at the billing rates for personnel working directly on the project, which will be made at the Consultant's Hourly Rates, plus Direct Expenses incurred. Billing rates are as shown in the table below. Subconsultants, when required by the Consultant, will be charged at actual costs plus a 10 percent fee to cover administration and overhead. Direct expenses will be paid at the rates shown in the table below.

Principal Engineer VI	\$245.00
Principal Engineer V	237.00
Principal Engineer IV	227.00
Principal Engineer III	218.00
Principal Engineer II	209.00
Principal Engineer I	201.00
Professional Engineer IX	193.00
Engineering Designer IX	185.00
Professional Engineer VIII	183.00
Engineering Designer VIII	176.00
Professional Engineer VII	174.00
Engineering Designer VII	167.00
Professional Engineer VI	165.00
Engineering Designer VI	159.00
Professional Engineer V	156.00
Engineering Designer V	150.00
Professional Engineer IV	146.00
Engineering Designer IV	146.00
Professional Engineer III	142.00
Engineering Designer III	142.00
Engineering Designer II	131.00
Engineering Designer I	120.00
Technician IV	141.00
Technician III	126.00
Technician II	110.00
Technician I	93.00
Administrative III	100.00
Administrative II	93.00
Administrative I	81.00

Direct Expenses

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

Computer Aided Design and Drafting.....	\$18.00/hour
GIS and Hydraulic Modeling	\$10.00/hour
Mileage.....	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging and Subsistence	At Cost

Time and Performance

The anticipated project schedule is as follows:

Consultant Notice to Proceed	December 2018
Preliminary Design Complete	December 2018
Design Complete	February 2020
Construction Complete	September 2020
Project Complete.....	December 2020

MEMORIAL PARK PUMP STATION
 CITY OF WILSONVILLE
 AMENDMENT 2 - PROPOSED FEE ESTIMATE

							ESTIMATED FEES						
	Principal Engineer II MLC \$209	Professional Engineer IX AJC \$193	Professional Engineer V EPK \$156	Engineering Designer I FC \$120	Technician IV TBD \$141	Hours	Labor	Subconsultants			Subconsultant Total	Expenses	Total
								Survey BlueDot	Land Arch GreenWorks	Build Arch MWA			
Task 7 - Final Design Documents													
Task 7.8 - Site Plan Revisions to add path	2	4	4	8	4	22	\$ 3,338			\$ 2,750	\$ 2,750	\$ 72	\$ 6,160
Task 7.9 - Revise Fiber Alignment	2	4	6	10	12	34	\$ 5,018		\$ 1,375		\$ 1,375	\$ 216	\$ 6,609
Task 7.10 - Coordination with City's Arborist		6	8	16	8	38	\$ 5,454	\$ 880			\$ 880	\$ 144	\$ 6,478
Task 7 Subtotal	4	14	18	34	24	94	\$ 13,810	\$ 880	\$ 1,375	\$ 2,750	\$ 5,005	\$ 432	\$ 19,247
TOTAL - ALL TASKS	4	14	18	34	24	94	\$ 13,810	\$ 880	\$ 1,375	\$ 2,750	\$ 5,005	\$ 432	\$ 19,247



CITY COUNCIL MEETING STAFF REPORT

<p>Meeting Date: February 3, 2020</p>	<p>Subject: Resolution No. 2785 A Resolution of the City Of Wilsonville Authorizing A Korean War Memorial Interpretive Center Agreement Between the City Of Wilsonville and the Korean War Memorial Foundation Of Oregon.</p> <p>Staff Member: Brian Stevenson, Program Manager</p> <p>Department: Parks and Recreation</p>	
<p>Action Required</p>	<p>Advisory Board/Commission Recommendation</p>	
<p><input checked="" type="checkbox"/> Motion</p> <p><input type="checkbox"/> Public Hearing Date:</p> <p><input type="checkbox"/> Ordinance 1st Reading Date:</p> <p><input type="checkbox"/> Ordinance 2nd Reading Date:</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Information or Direction</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Council Direction</p> <p><input type="checkbox"/> Consent Agenda</p>	<p><input type="checkbox"/> Approval</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> None Forwarded</p> <p><input checked="" type="checkbox"/> Not Applicable</p> <p>Comments: N/A</p>	
<p>Staff Recommendation: Staff recommends that Council adopt Resolution No. 2758.</p>		
<p>Recommended Language for Motion: I move to approve Resolution No. 2785.</p>		
<p>Project / Issue Relates To:</p>		
<p><input type="checkbox"/> Council Goals/Priorities</p>	<p><input type="checkbox"/> Adopted Master Plan(s)</p>	<p><input checked="" type="checkbox"/> Not Applicable</p>

ISSUE BEFORE COUNCIL:

Consideration of an agreement between the City of Wilsonville and the Korean War Memorial Foundation of Oregon for creation of a Korean War Interpretive Center whereby the City commits to operate and maintain the Interpretive Center and otherwise abide by all terms of the agreement.

EXECUTIVE SUMMARY:

The Korean War Memorial Foundation of Oregon (KWMFO) is interested in constructing a Korean War Memorial Interpretive Center within the City's Parks and Recreation Administration Building to display artifacts and history pertaining to the Korean War.

The City is willing to allow the KWMFO to construct the Interpretive Center within a designated area of the Parks and Recreation Administration Building (approximately 350 square feet), at KWMFO's expense, with the City's contribution being only the space.

After the Interpretive Center is fully constructed, the KWMFO will donate the Interpretive Center, including all contents and artifacts therein, to the City; hereafter the City will own, operate and maintain the Interpretive Center and otherwise abide by all terms of the agreement.

EXPECTED RESULTS:

Development of a Korean War Interpretive Center that will honor those impacted by the Korean War and educate those who visit. The Interpretive Center is expected to be of interest to those within the region as well as internationally.

TIMELINE:

Design to begin in March 2020. Construction completed no later than July 2023.

CURRENT YEAR BUDGET IMPACTS:

There are not any financial impacts to the City. The cost of design and construction will be paid for by the KWMFO.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 1/29/2020

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 1/29/2020

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Staff believes there is a benefit to the community by providing an opportunity for hands-on learning and artifact display to bring greater understanding and appreciation for those who served in, and were impacted by, the Korean War.

ALTERNATIVES:

N/A

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No 2785.
 - A. Korean War Memorial Interpretive Center Agreement

RESOLUTION NO. 2785

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING A KOREAN WAR MEMORIAL INTERPRETIVE CENTER AGREEMENT BETWEEN THE CITY OF WILSONVILLE AND THE KOREAN WAR MEMORIAL FOUNDATION OF OREGON.

WHEREAS, the City of Wilsonville (“City”) currently owns and maintains the Oregon Korean War Memorial on a portion of the City property known as Town Center Park; and

WHEREAS, Town Center Park also contains a City facility that houses the City’s Parks and Recreation Department (“Parks Building”), with a street address of 29600 Park Place Court, Wilsonville, Oregon 97070; and

WHEREAS, the Korean War Memorial Foundation of Oregon (“Foundation”) is interested in constructing a Korean War Memorial interpretive center within the Parks Building to showcase artifacts and history pertaining to the Korean War (“Interpretive Center”); and

WHEREAS, the City is willing to allow the Foundation to construct the Interpretive Center within a designated area of the Parks Building (approximately 350 square feet), at Foundation expense, with the City’s contribution being only the space; and

WHEREAS, representatives of the City and the Foundation will coordinate regularly regarding design and construction within the Parks Building for the Interpretive Center; and

WHEREAS, after the Interpretive Center is fully constructed, the Foundation will donate the Interpretive Center, including all contents and artifacts therein, to the City; and

WHEREAS, thereafter the City will own, manage, and maintain the Interpretive Center, and anticipates operating the Interpretive Center for a period of fifteen (15) years, but may extend that period at its sole discretion.

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

1. The above recitals are incorporated as if fully set forth herein.
2. The City of Wilsonville authorizes the City Manager to execute, on behalf of the City of Wilsonville, a Korean War Memorial Interpretive Center Agreement, which agreement is in substantially similar form to **Exhibit A** attached hereto.
4. This Resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 3rd day of February 2020, and filed with the Wilsonville City Recorder this date.

TIM KNAPP, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

Exhibit:

A. Korean War Memorial Interpretive Center Agreement

KOREAN WAR MEMORIAL INTERPRETIVE CENTER AGREEMENT

This Korean War Memorial Interpretive Center Agreement (“Agreement”) is entered into on this ____ day of _____ 2020 (“Effective Date”) between the CITY OF WILSONVILLE, a municipal corporation of the State of Oregon (hereinafter “the City”) and THE KOREAN WAR MEMORIAL FOUNDATION OF OREGON, an Oregon non-profit corporation (hereinafter “the Foundation”).

RECITALS

WHEREAS, the City currently owns and maintains the Oregon Korean War Memorial on a portion of the City property known as Town Center Park; and

WHEREAS, Town Center Park also contains a City facility that houses the City’s Parks and Recreation Department (“Parks Building”), with a street address of 29600 Park Place Court, Wilsonville, Oregon 97070; and

WHEREAS, the Foundation is interested in constructing a Korean War Memorial interpretive center within the Parks Building to showcase artifacts and history pertaining to the Korean War (“Interpretive Center”); and

WHEREAS, the City is willing to allow the Foundation to construct the Interpretive Center within a designated area of the Park Building (approximately 350 square feet), at Foundation expense, with the City’s contribution being only the space; and

WHEREAS, after the Interpretive Center is fully constructed, the Foundation will donate the Interpretive Center, including all contents and artifacts therein, to the City; and

WHEREAS, thereafter the City will own, manage, and maintain the Interpretive Center.

NOW, THEREFORE, incorporating the above Recitals as if fully set forth below, it is understood and agreed:

AGREEMENT

1. **Term.** The Term of this Agreement will be from the Effective Date through completion of construction and acceptance of the Interpretive Center donation from the Foundation by the City. Once construction has been completed, including successful completion of all punch list items, the Foundation will donate all improvements and Artifacts (defined below) to the City. Upon acceptance of that donation, the City will own and anticipates it will operate the Interpretive Center for a period of fifteen (15) years. This Agreement will terminate when the City accepts the donation but any unsatisfied obligation of either party shall survive termination of this Agreement. The Interpretive Center will not open to the public until the donation to the City has occurred.

2. **Transfer to the City.** Completion of construction and transfer of the Interpretive Center to the City must occur no later than June 30, 2023. As of July 1, 2023 (or sooner if construction is completed and donation has occurred), the City will own and operate the Interpretive Center pursuant to the obligations set forth herein.
3. **Interpretive Center Artifacts.** All items to be put on display in the Interpretive Center (“Artifacts”) will be obtained and catalogued by the Foundation. Names, addresses, emails, and other contact information for each donor of an Artifact(s) will be catalogued with that specific Artifact (“Donor Registry”). Once placed in the Interpretive Center, the City will own and control all Artifacts, properties, and fixtures contained therein, with full authority concerning what is displayed and how displayed, or not displayed. When Artifacts are accepted for inclusion in the Interpretive Center by the Foundation, the Foundation must obtain a written Donation Receipt from each donor, acknowledging that the Artifact is being donated and will be owned by the City of Wilsonville and the donor shall no longer have any legal right thereto. The Receipt of Donation form must be reviewed and approved by the City. If the City does not wish to retain any of the Artifacts at any time, the City will make a reasonable effort to contact the donor of the Artifact. Contact will be made by using the Donor Registry information supplied by the Foundation, by mailing and emailing (if an email is provided) the listed donor, if a donor is listed, and advising the donor that the Artifact can be reclaimed for a period of 60 days from the date of the letter. If the donor does not respond, the City will be free to dispose of the Artifact as it sees fit. If the Foundation still exists, the City will also notify the Foundation and, if the donor does not reclaim the Artifact, the Foundation may claim the Artifact.
4. **Interpretive Center Improvements/Scope of Construction.** The Foundation is responsible for all costs associated with construction of the Interpretive Center and installation of all fixtures needed for display in the Interpretive Center. The Foundation will retain a contractor responsible for the design and construction of the Interpretive Center (“Contractor”). The City will be named by the Foundation and the Contractor as an additional insured, as more particularly described below. The contract will be between the Foundation and the Contractor (“Contract”).
5. **Project Management.** The Project Managers for the Foundation are Greg Caldwell (Primary) and David Penaflor (Secondary). The Project Manager for the City is Brian Stevenson. The Contractor is employed by the Foundation but the Foundation authorizes the City’s Project Manager to speak directly to the Contractor and to issue a stop work order if the Contractor is materially violating the terms of this Agreement or is creating any health or safety violation on or about the City’s property.
6. **Communication.** The Foundation’s Project Manager shall coordinate regularly (not less than bi-weekly) with the City’s Project Manager regarding construction progress and issues encountered. At a minimum, this will consist of a telephone call but may include in-person meetings with the Contractor, as requested by the Foundation or the City. Prior to commencement of any construction, a construction kick-off meeting will be held, with the Foundation’s Contractor and architect, the Foundation’s Project Manager, and the City’s Project Manager all present.

7. **Design.** The City's Project Manager shall review and approve or reject all proposed design changes prior to those changes being made. The Foundation will forward, in electronic form, all relevant design change documents, and the City's Project Manager shall respond as soon as possible, but no later than four (4) business days beginning with the business day following the submission to the City of all relevant materials. Similarly, any other additional communications between the City and the Foundation concerning design changes shall be as timely as possible but no later than four (4) business days.
8. **Review Bid and Construction Contract.** To help ensure the Project does not exceed the agreed upon scope or time frame, the City's Project Manager will review all designs and bids prior to the commencement of construction. The Foundation will forward, in electronic form, all bid and construction documents to the City's Project Manager. The City's Project Manager will respond as soon as possible, but no later than four (4) business days beginning with the business day following the submission to the City of all relevant materials. The Foundation's Project Manager will address any questions, concerns, or issues raised by the City as soon as possible, but no later than four (4) business days beginning with the business day following the submission to the City.
9. **Review Change Orders.** Prior to the commencement of work on items requiring a change order, the Foundation's Project Manager shall submit electronically the requested change order to the City's Project Manager. The City's Project Manager shall review and approve or deny the requested change order no later than four (4) business days beginning with the day after submission to the City.
10. **All Construction Costs.** The Foundation anticipates the cost for design and construction of the Interpretive Center to be One Hundred Twenty-Six Thousand Dollars (\$126,000), but all costs, regardless of the amount, are solely the responsibility of the Foundation. The Contractor and all subcontractors must sign a full lien waiver in favor of the City prior to commencement of construction.
11. **Construction Timeline.** The Foundation shall provide the City's Project Manager with a construction timeline prior to commencing construction, for review and approval by the City's Project Manager. The Foundation will forward, in electronic form, all relevant schedule documents and the City's Project Manager shall respond as soon as possible, but no later than four (4) business days beginning with the business day following the submission to the City of all relevant materials. Similarly, any additional communications between the City and the Foundation concerning the construction timeline shall be as timely as possible but at the most four (4) business days. Any changes to the construction timeline must be approved, in writing, by the City following the same submittal requirements and review and approval timeline as the original timeline. Full lien waivers must be given to the City prior to the start of any construction. Construction work within the Parks Building cannot exceed four (4) months, measured from the first date construction begins. Construction of the Interpretive Center must be completed within that four (4) month period and no later than June 30, 2023.

12. **Permits.** The Foundation is solely responsible for obtaining all necessary permits and paying all fees, charges, and costs associated with the design and construction of the Interpretive Center.
13. **Substantial Completion.** The City and the Foundation will coordinate an inspection walk-through to create a single punch list. Substantial completion means that the Interpretive Center is constructed and is ready to use, with only minor punch list items remaining that do not significantly impact the Parks Building or the Interpretive Center or their use.
14. **Final Completion.** Unless otherwise agreed to, in writing, by both parties, the punch list items will be completed within thirty (30) days thereof, and then a final walk-through will occur by the parties to confirm all punch list items have been completed. Upon final acceptance by the City, the Interpretive Center will be owned and maintained by the City and will be open to the public.
15. **Ongoing Maintenance.** The City will maintain the Interpretive Center and its improvements in good condition, respectful of its solemn high purpose.
16. **Changes to Interpretive Center, Notification.** Before making any significant changes in the structure or operation of the Interpretive Center, the City agrees to notify and consult with the Foundation. If the Foundation ceases to function as an organization or is dissolved before making any significant changes in the structure or operation of the Interpretive Center, the City agrees to notify and consult with those past officers or members of the Foundation, not to exceed three (3) in number, whose names and addresses are furnished to the City by the Foundation. Notwithstanding the foregoing, the City's final decision shall be binding. The City anticipates it will operate the Interpretive Center for a period of fifteen (15) years but may extend that period in its sole discretion.
17. **Public Interpretive Center.** The Interpretive Center will be operated and maintained in honor of the American veterans who served during the Korean War (sometimes called "the Forgotten War"). The Interpretive Center is for the use and benefit of the public, including the Oregon veterans of the Korean War, their families and descendants. It is also for the use and benefit of the officials and dignitaries of the Republic of Korea in whose country the war was waged.
18. **Use of Interpretive Center, Regulations.** The Interpretive Center will generally be open to the public, free of charge, at all times that the Parks Building is open to the public. The City may adopt reasonable rules governing use of the Interpretive Center. The City will require the advance scheduling of special events and services at or including the Interpretive Center, and if an event or service will require special services from the City such as parking, security measures, or cleanup, the City will charge the permittee a reasonable fee for such services.
 - 18.1. **Special Events.** The Foundation may arrange, by submitting a Special Events Permit to be approved by the City, to hold events within or including the Interpretive Center. If the event will require the Parks Building to be open outside of the normal hours of

operation, the Foundation will be required to reimburse the City for its actual cost of having an individual working as a building monitor during any event outside of the Parks Building normal operating hours. The Foundation must limit the number of special events, whether within or outside normal business hours, to no more than ten (10) per year.

18.2. Field Trips. Field Trips must be coordinated and approved, in writing, by the City no less than two (2) weeks prior to the proposed date of the field trip. Field trips that occur within the Parks Building are limited to two (2) hours.

19. Default. In the event of a breach of this Agreement, the parties shall have available to them any and all remedies available at law or in equity. Failure to complete construction on or before June 30, 2023 will be a material breach of this Agreement and will result in termination of this Agreement, unless the City agrees, in its sole discretion, to extend the time for construction.

20. Miscellaneous Provisions.

20.1. Integration. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or representations.

20.2. Legal Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Agreement may be enforced by an action at law or in equity.

20.3. No Assignment. The Foundation may not assign this Agreement, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

20.4. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws.

20.5. Jurisdiction. Venue for any dispute will be in Clackamas County Circuit Court.

20.6. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Agreement shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

20.7. Severability. If any provision of this Agreement is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Agreement shall remain in full force and effect, to the greatest extent allowed by law.

- 20.8. Modification. This Agreement may not be modified except by written instrument executed by the Foundation and the City.
- 20.9. Time of the Essence. Time is expressly made of the essence in the performance of this Agreement.
- 20.10. Headings. Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- 20.11. Number, Gender and Captions. In construing this Agreement, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.
- 20.12. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement.
- 20.13. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.
- 20.14. Interpretation. As a further condition of this Agreement, the City and the Foundation acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the Agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.
- 20.15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original contract but all of which together shall constitute one and the same instrument.

20.16. Authority. Each party signing on behalf of the Foundation and the City hereby warrants actual authority to bind their respective party.

THE KOREAN WAR MEMORIAL
FOUNDATION OF OREGON

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

APPROVED AS TO FORM:

Barbara A. Jacobson, City Attorney
City of Wilsonville, Oregon



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: February 3, 2020	Subject: Resolution No. 2790 Amendment of Resolution No. 2676 of the City of Wilsonville Authorizing Acquisition of Property and Property Interests Related to Construction of the 5 th Street / Kinsman Road Extension Project (CIP #1139, 2099, 4196, and 9155). Staff Member: Zachary J. Weigel, PE, Capital Projects Engineering Manager Department: Community Development	
Action Required	Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends that Council adopt Resolution No. 2790.		
Recommended Language for Motion: I move to approve Resolution No. 2790.		
Project / Issue Relates To:		
<input checked="" type="checkbox"/> Council Goals/Priorities: A.2. Complete the preliminary work necessary to solicit bids on Phase 1 of the Boones Ferry/Brown Road project (Old Town Escape – 5 th to Kinsman project)	<input checked="" type="checkbox"/> Adopted Master Plan(s): Transportation System Plan Project RE-04	<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

A City of Wilsonville resolution amending Resolution No. 2676 updating the number of properties, amount of property, and type of purchase authorized for acquisition, with the potential for eminent domain procedures, needed to construct the extension of 5th Street from Boones Ferry Road to Arrowhead Creek Lane, Kinsman Road from Wilsonville Road to the future 5th Street, make

improvements to Boones Ferry Road between Bailey Street and 5th Street, and construct the Ice Age Tonquin Trail from Arrowhead Creek Lane to the railroad crossing at 5th Street. The amended amount of property to be acquired totals approximately 218,488 square feet (SF) for right-of-way, 48,234 SF for permanent easements, and 56,450 SF for temporary easements.

EXECUTIVE SUMMARY:

The 5th Street / Kinsman Road Extension project (Project) is identified as a high priority project in the 2013 Transportation System Plan (TSP, amended in 2019) as Project RE-04 and the Year 2000 Urban Renewal Plan. In addition, City Council Goal A.2. states, “Complete the preliminary work necessary to solicit bids on Phase 1 of the Boones Ferry/Brown Road project (Old Town Escape – 5th to Kinsman project).” Updating authorization to acquire property to construct the Project is necessary to accomplish this Council goal.

In October 2018, City Council approved Resolution 2676 authorizing acquisition of property and use of eminent domain, as necessary to construction the Project. Since that time, design of the Project has been completed and additional property has been identified for acquisition not included in the original authorization. For this reason and due to the lapse in time from the original authorization, amendment of Resolution No. 2676 is necessary.

The list of property to be acquired in order to construct the Project with **amendments in bold type** is provided in the following table.

File No.	Property Owner	Tax Lot	Acquisition Type	Approx. Area
1	Meadows 148, LLC	3 1W 23AB 01800	Fee – Right-of-Way	4,810 SF
2	ADD LLC	3 1W 23AB 01900	Easement – Permanent Easement – Temporary	181 SF 64 SF
3	Jean R. Anderson	3 1W 23AB 02000	Fee – Right-of-Way Easement – Permanent Easement – Temporary	45 SF 36 SF 584 SF
4	KWDS LLC	3 1W 23AB 02100	Easement – Permanent Easement – Temporary	117 SF 93 SF
File No.	Property Owner	Tax Lot	Acquisition Type	Approx. Area
5a	PNWP LLC #5	3 1W 23B 00100	Fee – Right-of-Way Easement - Temporary	183 SF 1,199 SF
5b	PNWP LLC #5	3 1W 23B 00101	Fee – Right-of-Way Easement – Temporary	1,459 SF 226 SF
6	Inland Empire Investments LLC	3 1W 23B 00700 -00790	Fee – Right-of-Way Easement – Permanent Easement – Temporary	11,378 SF 1,032 SF 11,387 SF
7	OTV1 LLC	3 1W 23BD 00102	Easement – Permanent Easement – Temporary	507 SF 963 SF

9	Otto Lane 104 LLC	3 1W 23BD 00104	Fee – Right-of-Way Easement – Permanent Easement – Temporary	2,025 SF 4,819 SF 4,073 SF
10a	Meadows 148 LLC	3 1W 23B 00600	Fee – Right-of-Way Easement – Permanent Easement – Temporary	100,401 SF 9,823 SF 8,113 SF
10b	Meadows 148 LLC	3 1W 23BD 00101	Fee – Right-of-Way Easement – Permanent Easement – Temporary	502 SF 5,457 SF 530 SF
10c	Meadows 148 LLC	3 1W 23BD 00200	Fee – Right-of-Way Easement – Permanent Easement – Temporary	1,338 SF 5,297 SF 782 SF
10d	Meadows 148 LLC	3 1W 23BD 00300	Fee – Right-of-Way Easement – Permanent Easement – Temporary	38,669 SF 2,828 SF 1,057 SF
11	Portland & Western Railroad Company		Easement – Permanent	1,192 SF
12	Carol Bonds Dickey Trust Dickey Family Revocable Trust	3 1W 23AC 03800	Easement – Temporary	250 SF
13	Maria Luise Lochman	3 1W 23AC 03400	Easement – Temporary	390 SF
14	Paul Missal	3 1W 23AC 04000	Easement – Temporary	332 SF
15	Toni Ardeth Bernert & David James Bernert, Trustees, Toni Ardeth Bernert Trust, et al.	3 1W 23B 00800	Fee – Right-of-Way Easement – Permanent Easement – Temporary	14,883 SF 5,756 SF 14,738 SF

File No.	Property Owner	Tax Lot	Acquisition Type	Approx. Area
16	Toni Ardeth Bernert & David James Bernert, Trustees, Toni Ardeth Bernert Trust, et al.	3 1W 23B 00900	Fee – Right-of-Way Easement – Permanent	40,490 SF 5,950 SF
17	Toni Ardeth Bernert & David James Bernert, Trustees, Toni Ardeth Bernert Trust, et al.	3 1W 23B 01300	Fee – Right-of-Way Easement – Permanent	412 SF 710 SF
18	Joe Bernert Towing Co., Inc.	3 1W 23B 01700	Fee – Right-of-Way Easement – Permanent	69 SF 192 SF
19	Thomas L. Bernert, Trustee Thomas L. Bernert Revocable Trust date May 27, 2003	3 1W 23BD 00400	Easement – Permanent Easement – Temporary	1,138 SF 5,854 SF
20	Sherilynn J. Young, et al.	3 1W 23BD 00600	Fee – Right-of-Way	1,824 SF

			Easement – Permanent	3,199 SF
			Easement – Temporary	1,602 SF
21	KJD Properties, LLC	3 1W 23B 02000	Easement - Temporary	4,213 SF

Detailed legal descriptions of the property to be acquired along with an illustrative map are included as **Exhibit A** and **Exhibit B** to Resolution No. 2790. The legal descriptions reflect the least amount of property necessary for the construction of the roads, the Ice Age Tonquin Trail, and the sanitary sewer pipeline.

The legal descriptions included in **Exhibit A** include the best estimates of areas to be acquired based on the most current design plans. They are considered to be reasonably accurate at this time, although modifications may need to occur depending on final design details and site conditions, to be approved and verified by the City Engineer.

EXPECTED RESULTS:

Upon Council authorization to begin acquisition of the amended list of property necessary to construct the Project, staff will proceed with updating appraisals and initiate negotiations with property owners. If settlement has not been achieved by the end of the mandatory 40-day consideration period, staff will notify the Council regarding the status of negotiations and any recommendations to commence with condemnation proceedings.

TIMELINE:

Property acquisition is anticipated to be completed in November 2020 with solicitation of construction bids immediately commencing thereafter. Construction is anticipated to begin in the first quarter of 2021.

CURRENT YEAR BUDGET IMPACTS:

Property acquisition costs are included in the FY 2019-20 budget and will be funded through Capital Improvement Project (CIP) 1139, 2099, and 4196.

The water portion, CIP #1139 is funded through water system development charges (SDC). The approved FY 2019-20 Wilsonville budget includes \$1,434,780 for property acquisition, contract administration, construction and overhead associated with the water system portion of the work. The property acquisition cost for the water system is estimated at \$324,000, within the total budgeted amount.

The sewer portion, CIP #2099 is funded through sewer SDC fees. The approved FY 2019-20 budget includes \$1,296,000 for property acquisition, contract administration, construction and overhead associated with the sewer system portion of the work. The property acquisition cost for the sewer system is estimated at \$295,000, within the total budgeted amount.

The road portion, CIP #4196 is funded through the Year 2000 Urban Renewal District. The approved FY 2019-20 budget includes \$6,628,435 for property acquisition, contract administration and overhead associated with the road portion of the work. The property acquisition cost for the street system is estimated at \$1,453,000, within the total budgeted amount.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 1/22/2020

The increase in acquisition costs will be covered by the current project budgets as noted above for the fiscal year.

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 1/29/2020

Condemnation action will be required on most if not at all properties, but legal will try to resolve timely.

COMMUNITY INVOLVEMENT PROCESS:

The Boones Ferry Road to Brown Road Connector Corridor Plan included an extensive community involvement process with multiple stakeholder meetings, two public meetings, an on-line survey, and hearings before both City Council and the Planning Commission.

During the 2017 design phase of the 5th Street to Kinsman Road Extension project, engagement of the community has included three public open houses, meetings with several landowners, two City Council meetings, and regular informational updates on the project website and social media.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Design and construction of the 5th Street / Kinsman Road Extension project will provide additional connectivity in south Wilsonville with a new route between Old Town and Kinsman Road that parallels Wilsonville Road and provides an alternate to using the Wilsonville Road / Boones Ferry Road intersection, which experiences frequent congestion when I-5 approaches capacity. Parcels of land will be impacted by right-of-way and easement acquisition and construction of the new roadway. This project will also provide infrastructure and access to serve future industrial and residential development in the Arrowhead Creek Planning Area.

Along with constructing the roadway, both water and sanitary sewer will be extended within the road right-of-way. The project will construct a significant segment of Ice Age Tonquin Trail providing bicycle and pedestrian connectivity between the residential neighborhoods in southwest Wilsonville to commercial businesses along Boones Ferry Road, to Boones Ferry Park and Memorial Park, and to the neighborhoods east of I-5 and south of Wilsonville Road.

ALTERNATIVES:

Council authorization to proceed with acquisition of property is necessary to construct the Project. Council could choose not to move forward with this project at this time.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2790
 - A. 5th Street / Kinsman Road Extension Property Acquisition Legal Descriptions
 - B. 5th Street / Kinsman Road Extension Property Acquisition Map

RESOLUTION NO. 2790

A RESOLUTION OF THE CITY OF WILSONVILLE AMENDING RESOLUTION NO. 2676 AUTHORIZING ACQUISITION OF PROPERTY AND PROPERTY INTERESTS RELATED TO CONSTRUCTION OF THE 5TH STREET / KINSMAN ROAD EXTENSION PROJECT THROUGH EMINENT DOMAIN.

WHEREAS, the Wilsonville City Council approved Resolution No. 2676, authorizing acquisition of property and property interests related to construction of the 5th Street / Kinsman Road Extension Project (the “Project”); and

WHEREAS, the Project is identified in the FY 2019/20 Capital Improvement Project Budget as Project No. 1139, 2099, 4196, and 9155; and

WHEREAS, design modifications to the Project have resulted in changes to the number, type, and amount of properties to be acquired, necessitating amendment to Resolution No. 2676 ; and

WHEREAS, considerable time has elapsed following the approval of Resolution No. 2676 without commencement of property acquisition work, further necessitating amendment to Resolution No. 2676 and reaffirming Wilsonville City Council authorization to acquire property for the Project through the use of eminent domain; and

WHEREAS, in order to construct the Project, the amended amount of property the City needs to acquire is approximately 218,488 square feet (SF) of right-of-way, 48,234 SF of permanent easements, and 56,450 SF of temporary easements; and

WHEREAS, the amended property interests to be acquired for the Project include, but may not be limited, to those legally described in **Exhibit A** and illustrated in **Exhibit B**, both attached hereto and incorporated herein; and

WHEREAS, although the attached amended legal descriptions and estimated areas of taking are considered to be reasonably accurate at this time, modifications may need to occur depending on final design details and site conditions, to be approved and verified by the City Engineer; and

WHEREAS, the acquisition of the amended properties generally described in **Exhibit A**, is necessary and will benefit the general public and will be used for public purposes; and

WHEREAS, the City acquires real property in accordance with guidelines set forth by

law; and

WHEREAS, the City is authorized to acquire property by any legal means, including eminent domain, to achieve the objectives of the City's Capital Improvement Program and shall conform to all statutory requirements to ensure that property owners' rights are fully respected; and

WHEREAS, ORS Chapter 35 empowers cities and agencies to acquire by condemnation real property whenever in the judgment of the City there is a public necessity for the proposed use of the property, the property is necessary for such proposed use and the proposed use planned is located in a manner which will be most compatible with the greatest public good and the least private injury; and

WHEREAS, the amended acquisitions presented herein are estimated to reflect the least amount of property interest to be acquired to ensure safe, efficient and adequate public improvements; and

WHEREAS, title to the acquired property interest shall be acquired using both City and Urban Renewal funds but title to the acquired land will vest in the name of the City of Wilsonville to provide for necessary care, maintenance and public safety authority.

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

Section 1. The Wilsonville City Council finds that:

- a. There is a public necessity for the construction of the aforementioned street improvements; and
- b. The legal descriptions for the land set forth in **Exhibit A** are necessary for the construction of said public improvements but may be modified as set forth in 3 below, as design is refined; and
- c. The proposed street and utility improvements are planned and located in a manner most compatible with the greatest public good and the least private injury.

Section 2. City staff and the City Attorney are authorized and directed to:

- a. Negotiate with the owners of the real property herein described as to the compensation to be paid for the acquisition of the property; and

- b. In the event agreement cannot be reached, to commence and prosecute to final determination such proceeding as may be necessary, including condemnation of the property through eminent domain, to acquire real property and interest therein, and that upon the filing of such proceeding may seek immediate possession of any of the real properties described in **Exhibit A** in order to meet the right-of-way certification deadline necessary to begin construction in January 2021 or after and complete the Project construction in a timely and efficient manner.

Section 3. The descriptions provided in **Exhibit A** are to the best of staff's knowledge at this time, prior to completion of final design and commencement of construction. Modifications to the legal descriptions may be required for a variety of reasons including, but not limited to, design completion or construction conditions later discovered. Therefore, in the event that legal descriptions must be reasonably modified, for any reason, as the Project moves forward, the City Engineer is hereby authorized to modify the attached legal descriptions, as necessary, to conform to final engineering design for the Project and/or field conditions.

Section 4. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 3rd day of February 2020, and filed with the Wilsonville City Recorder this date.

TIM KNAPP, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBITS:

- A. 5th Street / Kinsman Road Extension Property Acquisition Legal Descriptions
- B. 5th Street / Kinsman Road Extension Property Acquisition Map

EXHIBIT A



LEGAL DESCRIPTION

FEE
5th STREET TO KINSMAN EXTENSION
3 1W 23AB 01800

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property described in that Warranty Deed to School District #23, Clackamas County, Oregon recorded October 26, 1938, in Book 251, Page 634, Clackamas County Deed Records; said parcel being described as follows:

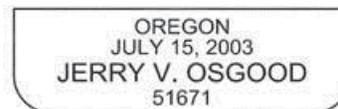
Beginning at the intersection of the southerly right of way line of Bailey Street with the westerly right of way line of Boones Ferry Road (Market Road No. 27), said point being 1,564.48 feet East and 797.24 feet South of the Northwest corner of the Thomas Bailey Donation Land Claim No. 45, and being 30.00 feet Southerly of the Bailey Street center line and 30.00 feet Westerly of the Boones Ferry Road center line when measured at right angles to said center lines; thence North 88° 28' 29" West along said southerly line of Bailey Street, a distance of 302.53 feet to the easterly right of way line of the Portland and Western Railroad as described in that Quitclaim Deed to the State of Oregon recorded September 15, 1998 as Recorder's Fee No. 98-086279, Film Records of Clackamas County; thence South 01° 33' 29" West along said easterly line of the Portland and Western Railroad, a distance of 16.00 feet; thence South 88° 28' 29" East along a line which is 16.00 feet distant from and parallel with said southerly line of Bailey Street, a distance of 298.76 feet to the said westerly line of Boones Ferry Road; thence North 14° 48' 11" East along said westerly line of Boones Ferry Road, a distance of 16.44 feet to the point of beginning.

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 4,810 square feet, more or less.



DIGITALLY SIGNED
2019.03.22 11:12:08-07'00'



RENEWS: 12/31/20

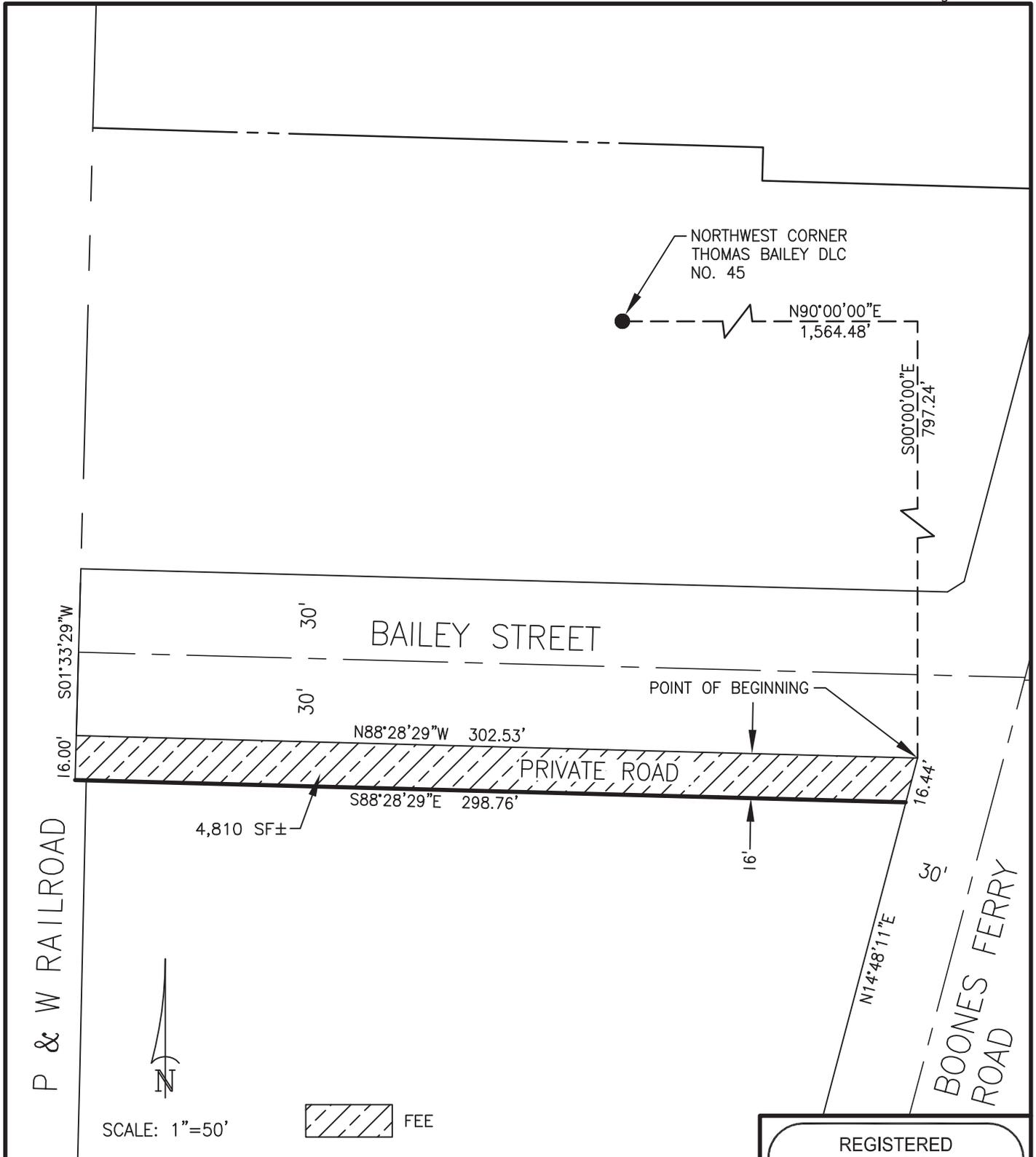
Property Vested in:

3 1W 23AB 01800

EXHIBIT B

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SKETCH TO ACCOMPANY LEGAL DESCRIPTION



Property Vested in: Fee
 5TH STREET TO KINSMAN EXTENSION
 3 IW 23AB 01800

Otak 808 SW 3rd Ave., Ste. 300
 Portland, OR 97204
 Phone: (503) 287-6825
 www.otak.com

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

DIGITALLY SIGNED
 2019.03.22 11:14:02-07'00"

OREGON
 JULY 15, 2003
 JERRY V. OSGOOD
 51671LS

RENEWS: 12/31/20

EXHIBIT A



LEGAL DESCRIPTION

PARCEL 1 - PERMANENT EASEMENT FOR SIDEWALK AND PUBLIC ACCESS
 5th STREET TO KINSMAN EXTENSION
 3 1W 23AB 01900

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property described in that Warranty Deed to ADD, LLC, recorded January 3, 2001 as Recorder’s Fee No. 2001-000395, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land variable in width, lying on the Westerly side of the center line of SW Boones Ferry Road, which center line is described as follows:

Beginning at SW Boones Ferry Road Engineer’s center line Station 24+99.70, said station being 1,354.66 feet East and 1,801.47 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence North 10° 39’ 56” East 328.72 feet; thence North 14° 48’ 11” East 1,021.58 feet to SW Boones Ferry Road Engineer’s center line Station 38+50.00.

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

Station	to	Station	Width on Westerly Side of Center Line
31+65.00		31+78.00	34.00
31+78.00		31+80.00	34.00 in a straight line to 30.00

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 39 square feet, more or less.

Property Vested in:
 ADD, LLC
 3 1W 23AB 01900

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 2 - PERMANENT EASEMENT FOR DRAINAGE FACILITIES
5th STREET TO KINSMAN EXTENSION
3 1W 23AB 01900

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property described in that Warranty Deed to ADD, LLC, recorded January 3, 2001 as Recorder's Fee No. 2001-000395, Film Records of Clackamas County; said parcel being that portion of said property lying between lines at right angles to the center line of SW Boones Ferry Road at Engineer's Stations 32+09.50 and 32+29.00 and included in a strip of land 34.00 feet in width, lying on the Westerly side of said center line, which center line is described in Parcel 1.

The above described parcel of land contains 78 square feet, more or less.

Property Vested in:

ADD, LLC
3 1W 23AB 01900

EXHIBIT A

LEGAL DESCRIPTION

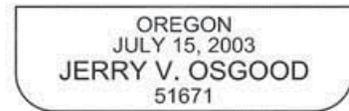
PARCEL 3 - PERMANENT EASEMENT FOR DRAINAGE FACILITIES
5th STREET TO KINSMAN EXTENSION
3 1W 23AB 01900

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property described in that Warranty Deed to ADD, LLC, recorded January 3, 2001 as Recorder's Fee No. 2001-000395, Film Records of Clackamas County; said parcel being that portion of said property lying between lines at right angles to the center line of SW Boones Ferry Road at Engineer's Stations 34+00.40 and 34+16.50 and included in a strip of land 34.00 feet in width, lying on the Westerly side of said center line, which center line is described in Parcel 1.

The above described parcel of land contains 64 square feet, more or less.



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RENEWALS: 12/31/20

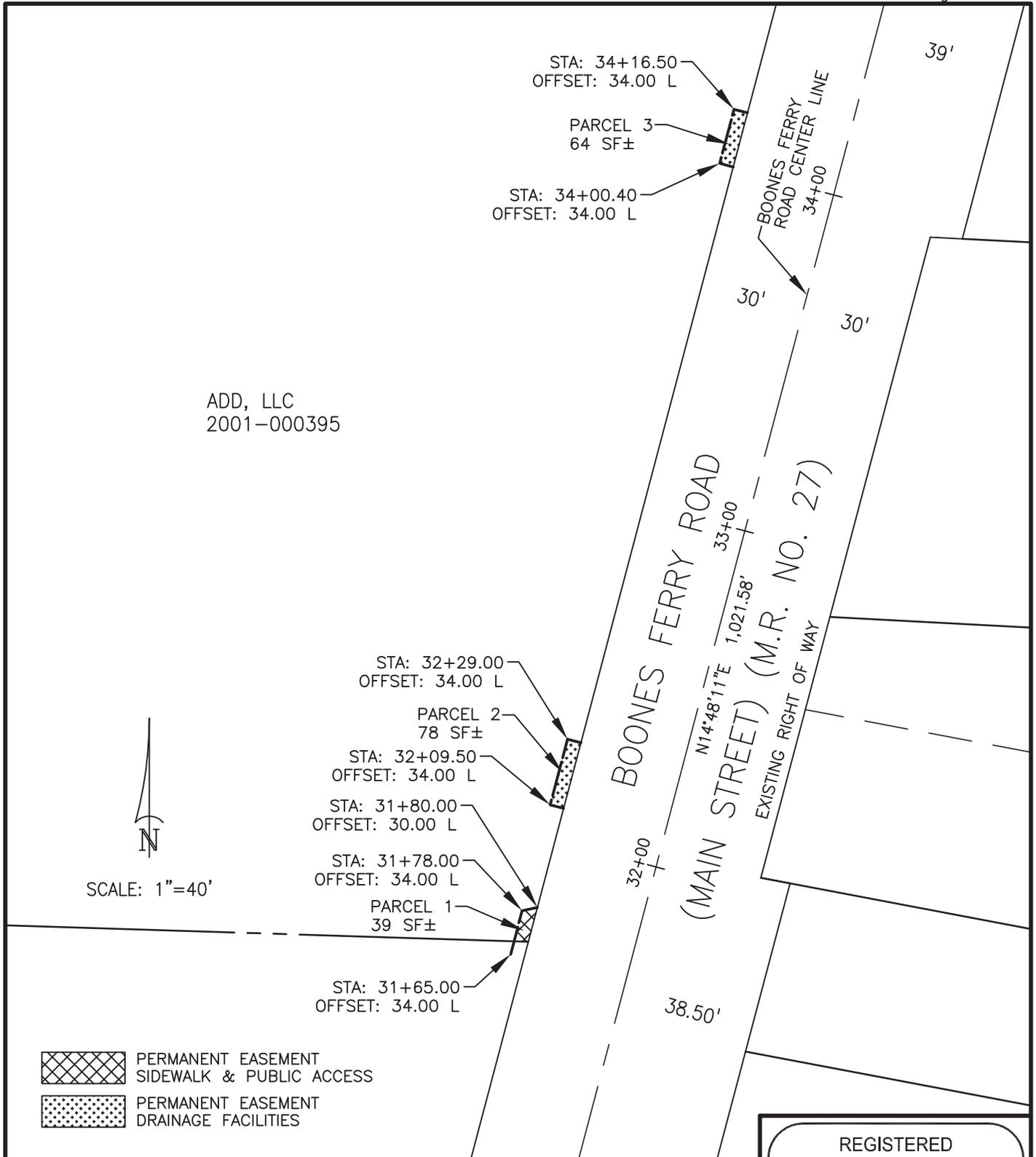
Property Vested in:

ADD, LLC
3 1W 23AB 01900

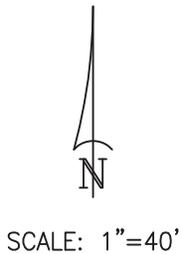
EXHIBIT B

Page 1 of 2

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



ADD, LLC
2001-000395



-  PERMANENT EASEMENT
SIDEWALK & PUBLIC ACCESS
-  PERMANENT EASEMENT
DRAINAGE FACILITIES

Permanent Easements – Drainage Facilities,
Sidewalk & Public Access
5TH STREET TO KINSMAN EXTENSION

Property Vested in:
ADD, LLC

3 IW 23AB 01900



808 SW 3rd Ave., Ste. 300
Portland, OR 97204
Phone: (503) 287-6825

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED
2019.03.22 11:36:01-07'00"

OREGON
JULY 15, 2003
JERRY V. OSGOOD
51671LS

RENEWS: 12/31/20

EXHIBIT A



808 sw third avenue, suite 300
portland, oregon 97204
503.287-6825 • fax 503.415-2304
www.otak.com

LEGAL DESCRIPTION

PARCEL 1 - TEMPORARY EASEMENT FOR CONSTRUCTION
5th STREET TO KINSMAN EXTENSION
3 1W 23AB 01900

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property described in that Warranty Deed to ADD, LLC, recorded January 3, 2001 as Recorder's Fee No. 2001-000395, Film Records of Clackamas County; said parcel being that portion of said property lying between lines at right angles to the center line of SW Boones Ferry Road at Engineer's Stations 32+05.50 and 32+33.00 and included in a strip of land 34.00 feet in width, lying on the Westerly side of said center line, which center line is described as follows:

Beginning at SW Boones Ferry Road Engineer's center line Station 24+99.70, said station being 1,354.66 feet East and 1,801.47 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence North 10° 39' 56" East 328.72 feet; thence North 14° 48' 11" East 1,021.58 feet to SW Boones Ferry Road Engineer's center line Station 38+50.00.

EXCEPT therefrom that Permanent Easement parcel concurrently acquired for this project, lying between lines at right angles to said center line at Engineer's Stations 32+09.50 and 32+29.00 and included in a strip of land 34.00 feet in width, lying on the Westerly side of said center line.

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 32 square feet, more or less.

Property Vested in:

ADD, LLC
3 1W 23AB 01900

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 2 - TEMPORARY EASEMENT FOR CONSTRUCTION
5th STREET TO KINSMAN EXTENSION
3 1W 23AB 01900

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property described in that Warranty Deed to ADD, LLC, recorded January 3, 2001 as Recorder's Fee No. 2001-000395, Film Records of Clackamas County; said parcel being that portion of said property lying between lines at right angles to the center line of SW Boones Ferry Road at Engineer's Stations 33+96.40 and 34+20.50 and included in a strip of land 34.00 feet in width, lying on the Westerly side of said center line, which center line is described in Parcel 1.

EXCEPT therefrom that Permanent Easement parcel concurrently acquired for this project, lying between lines at right angles to said center line at Engineer's Stations 34+00.40 and 34+16.50 and included in a strip of land 34.00 feet in width, lying on the Westerly side of said center line.

The above described parcel of land contains 32 square feet, more or less.



Property Vested in:
ADD, LLC
3 1W 23AB 01900

EXHIBIT A



808 sw third avenue, suite 300
portland, oregon 97204
503.287-6825 • fax 503.415-2304
www.otak.com

LEGAL DESCRIPTION

PARCEL 1 - FEE

5th STREET TO KINSMAN EXTENSION

3 1W 23AB 02000

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property described in that Statutory Warranty Deed to Jean R Anderson, recorded May 27, 2016 as Recorder's Fee No. 2016-034571, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land variable in width, lying on the Easterly side of the center line of SW Boones Ferry Road, which center line is described as follows:

Beginning at SW Boones Ferry Road Engineer's center line Station 24+99.70, said station being 1,354.66 feet East and 1,801.47 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence North 10° 39' 56" East 328.72 feet; thence North 14° 48' 11" East 1,021.58 feet to SW Boones Ferry Road Engineer's center line Station 38+50.00.

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

Station	to	Station	Width on Easterly Side of Center Line
33+65.68		34+04.00	30.00 in a straight line to 33.83

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 45 square feet, more or less.

Property Vested in:

Jean R Anderson
3 1W 23AB 02000

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 2 - PERMANENT EASEMENT FOR WALL
5th STREET TO KINSMAN EXTENSION
3 1W 23AB 02000

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property described in that Statutory Warranty Deed to Jean R Anderson, recorded May 27, 2016 as Recorder's Fee No. 2016-034571, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land variable in width, lying on the Easterly side of the center line of SW Boones Ferry Road, 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 Easterly Side of Center Line
33+55.63		34+00.00	30.00 in a straight line to 34.44

EXCEPT therefrom Parcel 1.

The above described parcel of land contains 36 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED
2019.03.22 11:54:41-07'00'

OREGON
JULY 15, 2003
JERRY V. OSGOOD
51671

RENEWS: 12/31/20

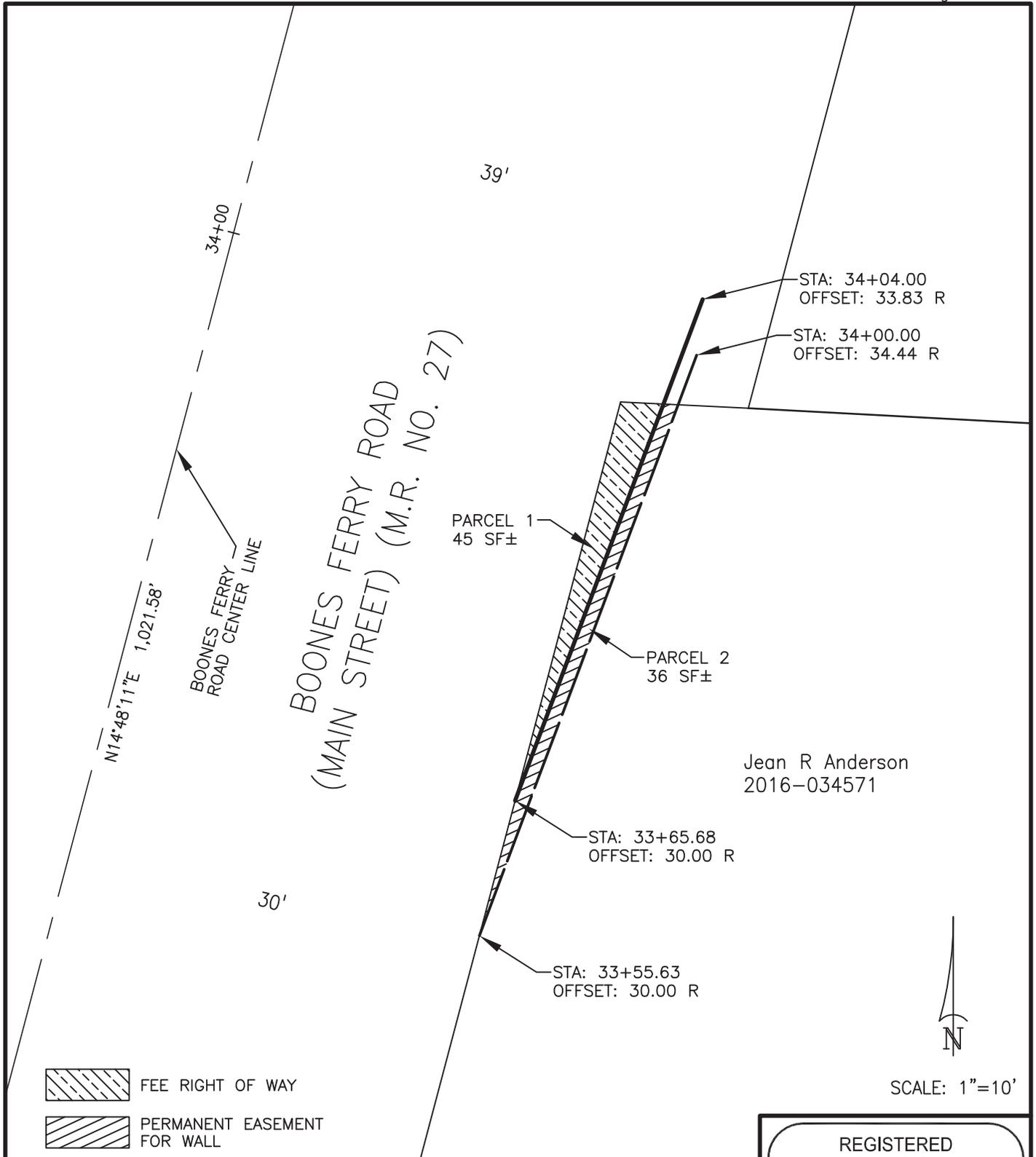
Property Vested in:

Jean R Anderson
3 1W 23AB 02000

EXHIBIT B

Page 164 of 294

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



Jean R Anderson
2016-034571

-  FEE RIGHT OF WAY
-  PERMANENT EASEMENT FOR WALL

SCALE: 1"=10'

Property Vested in:

Jean R Anderson

Fee & Permanent Easement – Wall
5TH STREET TO KINSMAN EXTENSION

3 IW 23AB 02000



808 SW 3rd Ave., Ste. 300
Portland, OR 97204
Phone: (503) 287-6825

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED
2019.03.22 11:54:05-07'00"

OREGON
JULY 15, 2003
JERRY V. OSGOOD
51671LS

RENEWS: 12/31/20

EXHIBIT A



808 sw third avenue, suite 300
portland, oregon 97204
503.287-6825 • fax 503.415-2304
www.otak.com

LEGAL DESCRIPTION TEMPORARY EASEMENT FOR CONSTRUCTION 5th STREET TO KINSMAN EXTENSION 3 1W 23AB 02000

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property described in that Statutory Warranty Deed to Jean R Anderson, recorded May 27, 2016 as Recorder's Fee No. 2016-034571, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land variable in width, lying on the Easterly side of the center line of SW Boones Ferry Road, which center line is described as follows:

Beginning at SW Boones Ferry Road Engineer's center line Station 24+99.70, said station being 1,354.66 feet East and 1,801.47 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence North 10° 39' 56" East 328.72 feet; thence North 14° 48' 11" East 1,021.58 feet to SW Boones Ferry Road Engineer's center line Station 38+50.00.

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

Station	to	Station	Width on Easterly Side of Center Line
32+75.00		33+60.00	35.00
33+60.00		34+02.00	35.00 in a straight line to 39.00

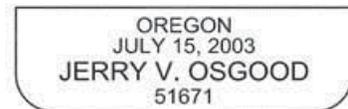
EXCEPT therefrom those Fee and Permanent Easement parcels concurrently acquired for this project.

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 584 square feet, more or less.



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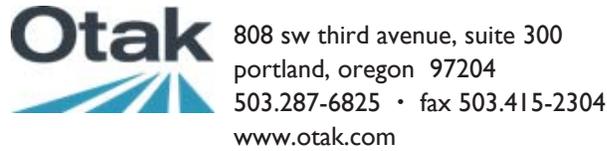


RENEWS: 12/31/20

Property Vested in:

Jean R Anderson
3 1W 23AB 02000

EXHIBIT A



LEGAL DESCRIPTION

PARCEL 1 - PERMANENT EASEMENT FOR WALL
 5th STREET TO KINSMAN EXTENSION
 3 1W 23AB 02100

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Parcel I and described in that Statutory Bargain and Sale Deed to KWDS LLC, recorded December 29, 2004 as Recorder’s Fee No. 2004-118582, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land variable in width, lying on the Easterly side of the center line of SW Boones Ferry Road, which center line is described as follows:

Beginning at SW Boones Ferry Road Engineer’s center line Station 24+99.70, said station being 1,354.66 feet East and 1,801.47 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence North 10° 39’ 56” East 328.72 feet; thence North 14° 48’ 11” East 1,021.58 feet to SW Boones Ferry Road Engineer’s center line Station 38+50.00.

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

Station	to	Station	Width on Easterly Side of Center Line
34+12.00		34+14.00	39.00 in a straight line to 40.00
34+14.00		34+52.50	40.00
34+52.50		34+55.50	40.00 in a straight line to 42.00
34+55.50		34+58.50	42.00 in a straight line to 40.00
34+58.50		35+08.00	40.00
35+08.00		35+11.10	40.00 in a straight line to 42.00

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 107 square feet, more or less.

Property Vested in:
 KWDS LLC
 3 1W 23AB 02100

EXHIBIT A

LEGAL DESCRIPTION

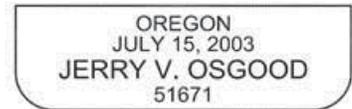
PARCEL 2 - PERMANENT EASEMENT FOR WALL
5th STREET TO KINSMAN EXTENSION
3 1W 23AB 02100

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Parcel I and described in that Statutory Bargain and Sale Deed to KWDS LLC, recorded December 29, 2004 as Recorder's Fee No. 2004-118582, Film Records of Clackamas County; said parcel being that portion of said property lying Northerly of a line at right angles to the center line of SW Boones Ferry Road at Engineer's Station 35+40.00 and included in a strip of land 62.00 feet in width, lying on the Easterly side of said center line, which center line is described in Parcel 1.

The above described parcel of land contains 10 square feet, more or less.



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2019.03.22 12:09:54-07'00'



RENEWS: 12/31/20

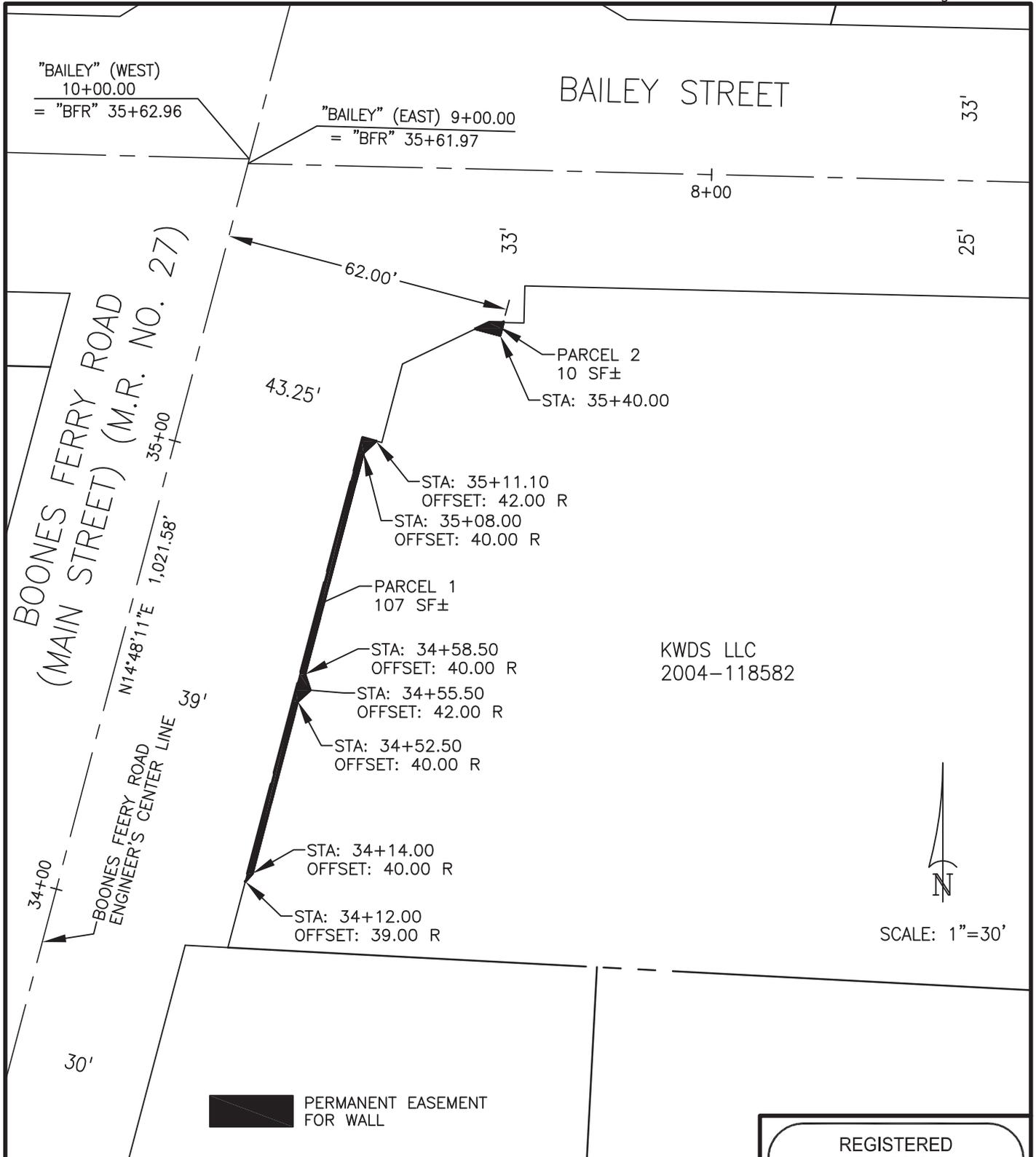
Property Vested in:

KWDS LLC
3 1W 23AB 02100

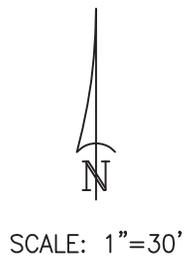
EXHIBIT B

Page 168 of 294

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



KWDS LLC
2004-118582



PERMANENT EASEMENT FOR WALL

Property Vested in:
KWDS LLC

Permanent Easement – Wall
5TH STREET TO KINSMAN EXTENSION
3 IW 23AB 02100

Otak 808 SW 3rd Ave., Ste. 300
Portland, OR 97204
Phone: (503) 287-6825

<p>REGISTERED PROFESSIONAL LAND SURVEYOR</p>
<p>DIGITALLY SIGNED 2019.03.22 12:09:25-07'00'</p>
<p>OREGON JULY 15, 2003 JERRY V. OSGOOD 51671LS</p>
<p>RENEWS: 12/31/20</p>

EXHIBIT A



808 sw third avenue, suite 300
portland, oregon 97204
503.287-6825 • fax 503.415-2304
www.otak.com

LEGAL DESCRIPTION TEMPORARY EASEMENT FOR CONSTRUCTION 5th STREET TO KINSMAN EXTENSION 3 1W 23AB 02100

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Parcel I and described in that Statutory Bargain and Sale Deed to KWDS LLC, recorded December 29, 2004 as Recorder’s Fee No. 2004-118582, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land variable in width, lying on the Easterly side of the center line of SW Boones Ferry Road, which center line is described as follows:

Beginning at SW Boones Ferry Road Engineer’s center line Station 24+99.70, said station being 1,354.66 feet East and 1,801.47 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence North 10° 39’ 56” East 328.72 feet; thence North 14° 48’ 11” East 1,021.58 feet to SW Boones Ferry Road Engineer’s center line Station 38+50.00.

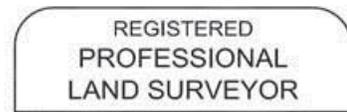
The width in feet of said strip of land is as follows:

Station	to	Station	Width on Easterly Side of Center Line
34+02.00		34+13.00	39.00 in a straight line to 45.00
34+13.00		34+25.00	45.00

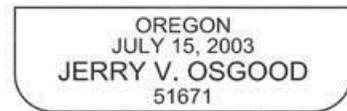
EXCEPT therefrom that Permanent Easement parcel concurrently acquired for this project.

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 93 square feet, more or less.



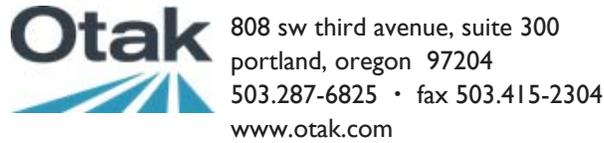
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RENEWS: 12/31/20

Property Vested in:
KWDS LLC
3 1W 23AB 02100

EXHIBIT A



LEGAL DESCRIPTION

FEE

5th STREET TO KINSMAN EXTENSION
3 1W 23B 00100

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in Parcel 1, Partition Plat No. 2012-057, City of Wilsonville, Clackamas County, Oregon; said parcel being that portion of said property included in a strip of land variable in width, lying on the Northwesterly side of the SW Kinsman Road center line, which center line is described as follows:

Beginning at SW Kinsman Road Engineer's center line Station 100+00.00, said station being 32.21 feet West and 969.23 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence North 04° 09' 58" East 460.82 feet; thence on a 475.00 foot radius curve right (the long chord of which bears North 25° 18' 51" East 342.74 feet) 350.65 feet; thence North 46° 27' 45" East 421.58 feet to SW Kinsman Road Engineer's center line Station 112+33.05, said station being equal to record Kinsman Road center line Station 4+41.38, said record center line shown on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon; thence along said record center line on a 305.00 foot radius curve left (the long chord of which bears North 23° 47' 24" East 235.13 feet) 241.38 feet; thence continuing along said record center line North 01° 07' 03" East 102.55 feet to SW Kinsman Road Engineer's center line Station 115+76.98, said station being equal to said record Kinsman Road center line Station 0+97.45.

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

Station	to	Station	Width on Northwesterly Side of Center Line
109+88.00		110+54.00	52.00 in a straight line to 49.00
110+54.00		110+65.00	49.00 in a straight line to 36.50

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 183 square feet, more or less.

Property Vested in:

PNWP LLC #5
3 1W 23B 00100

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED
2019.03.22 12:34:41-07'00'

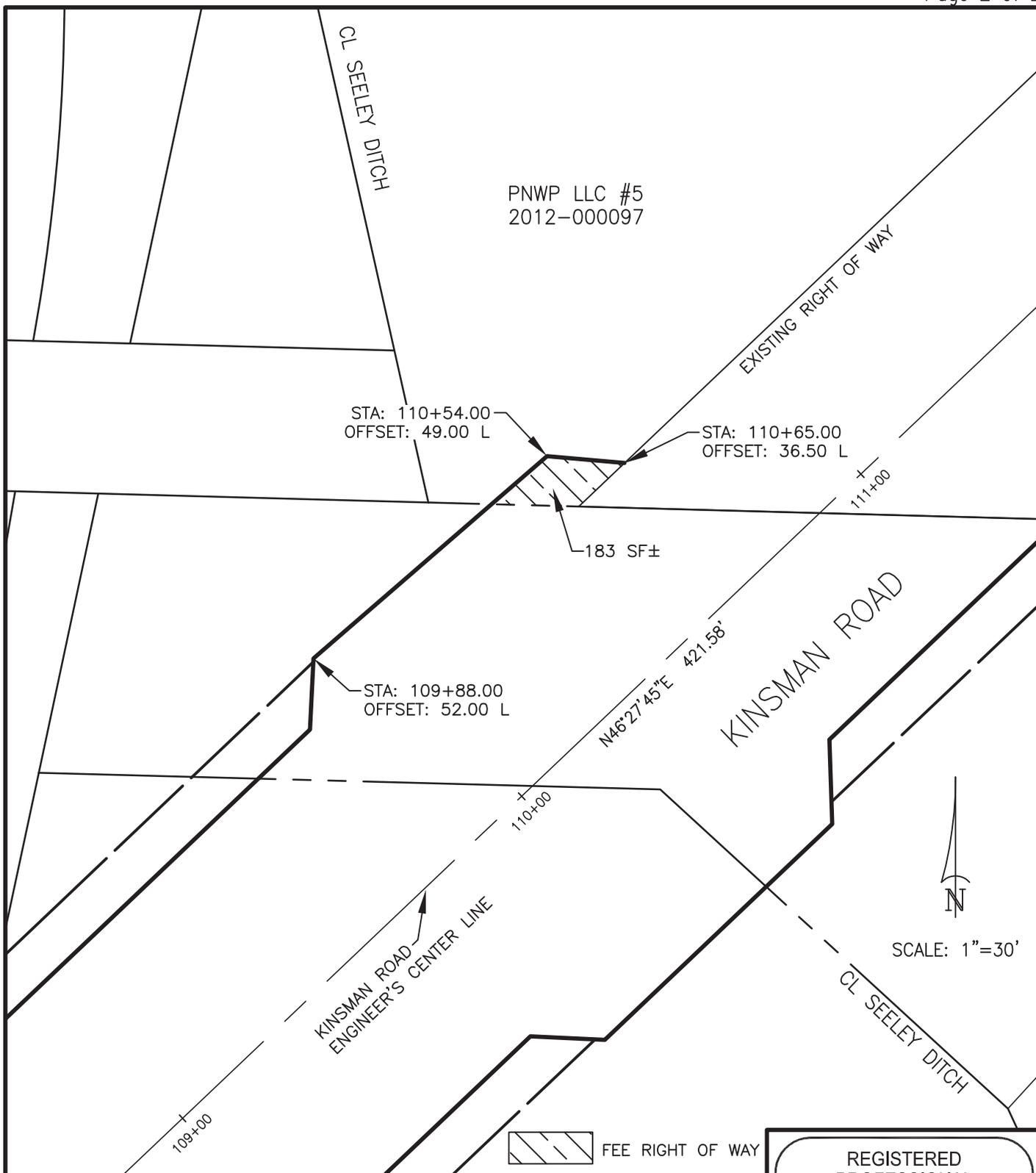
OREGON
JULY 15, 2003
JERRY V. OSGOOD
51671

RENEWES: 12/31/20

EXHIBIT B

Page 1 of 2

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



Property Vested in:

PNWP LLC #5

Fee
5TH STREET TO KINSMAN EXTENSION

3 IW 23B 00100



808 SW 3rd Ave., Ste. 300
Portland, OR 97204
Phone: (503) 287-6825

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED
2019.03.22 12:34:18-07'00"

OREGON
JULY 15, 2003
JERRY V. OSGOOD
51671LS

RENEWES: 12/31/20

EXHIBIT A



808 sw third avenue, suite 300
portland, oregon 97204
503.287-6825 • fax 503.415-2304
www.otak.com

LEGAL DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT 5th STREET TO KINSMAN EXTENSION 3 1W 23B 00100

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in Parcel 1, Partition Plat No. 2012-057, City of Wilsonville, Clackamas County, Oregon; said parcel being that portion of said property included in a strip of land variable in width, lying on the Northwesterly side of the SW Kinsman Road center line, which center line is described as follows:

Beginning at SW Kinsman Road Engineer’s center line Station 100+00.00, said station being 32.21 feet West and 969.23 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence North 04° 09’ 58” East 460.82 feet; thence on a 475.00 foot radius curve right (the long chord of which bears North 25° 18’ 51” East 342.74 feet) 350.65 feet; thence North 46° 27’ 45” East 421.58 feet to SW Kinsman Road Engineer’s center line Station 112+33.05, said station being equal to record Kinsman Road center line Station 4+41.38, said record center line shown on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon; thence along said record center line on a 305.00 foot radius curve left (the long chord of which bears North 23° 47’ 24” East 235.13 feet) 241.38 feet; thence continuing along said record center line North 01° 07’ 03” East 102.55 feet to SW Kinsman Road Engineer’s center line Station 115+76.98, said station being equal to said record Kinsman Road center line Station 0+97.45.

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

Station	to	Station	Width on Northwesterly Side of Center Line
110+20.00		110+95.00	100.00 in a straight line to 44.50

EXCEPT therefrom that Fee parcel concurrently acquired for this project.

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 1,199 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

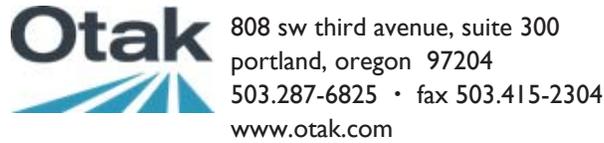
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2019.03.22 12:32:34-07'00'

OREGON
JULY 15, 2003
JERRY V. OSGOOD
51671

Property Vested in:
PNWP LLC #5
3 1W 23B 00100

RENEWS: 12/31/20

EXHIBIT A



LEGAL DESCRIPTION

FEE

5th STREET TO KINSMAN EXTENSION
3 1W 23B 00101

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in Parcel 2, Partition Plat No. 2012-057, City of Wilsonville, Clackamas County, Oregon; said parcel being that portion of said property included in a strip of land variable in width, lying on the Southeasterly side of the SW Kinsman Road center line, which center line is described as follows:

Beginning at SW Kinsman Road Engineer's center line Station 100+00.00, said station being 32.21 feet West and 969.23 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence North 04° 09' 58" East 460.82 feet; thence on a 475.00 foot radius curve right (the long chord of which bears North 25° 18' 51" East 342.74 feet) 350.65 feet; thence North 46° 27' 45" East 421.58 feet to SW Kinsman Road Engineer's center line Station 112+33.05, said station being equal to record Kinsman Road center line Station 4+41.38, said record center line shown on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon; thence along said record center line on a 305.00 foot radius curve left (the long chord of which bears North 23° 47' 24" East 235.13 feet) 241.38 feet; thence continuing along said record center line North 01° 07' 03" East 102.55 feet to SW Kinsman Road Engineer's center line Station 115+76.98, said station being equal to said record Kinsman Road center line Station 0+97.45.

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

Station	to	Station	Width on Southeasterly Side of Center Line
111+00.00		111+69.50	82.00
111+69.50		112+00.00	65.00 in a straight line to 36.50

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

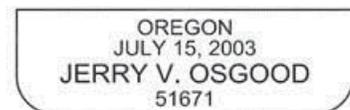
The above described parcel of land contains 1,459 square feet, more or less.

Property Vested in:

PNWP LLC #5
3 1W 23B 00101



DIGITALLY SIGNED
2019.03.22 12:42:31-07'00'

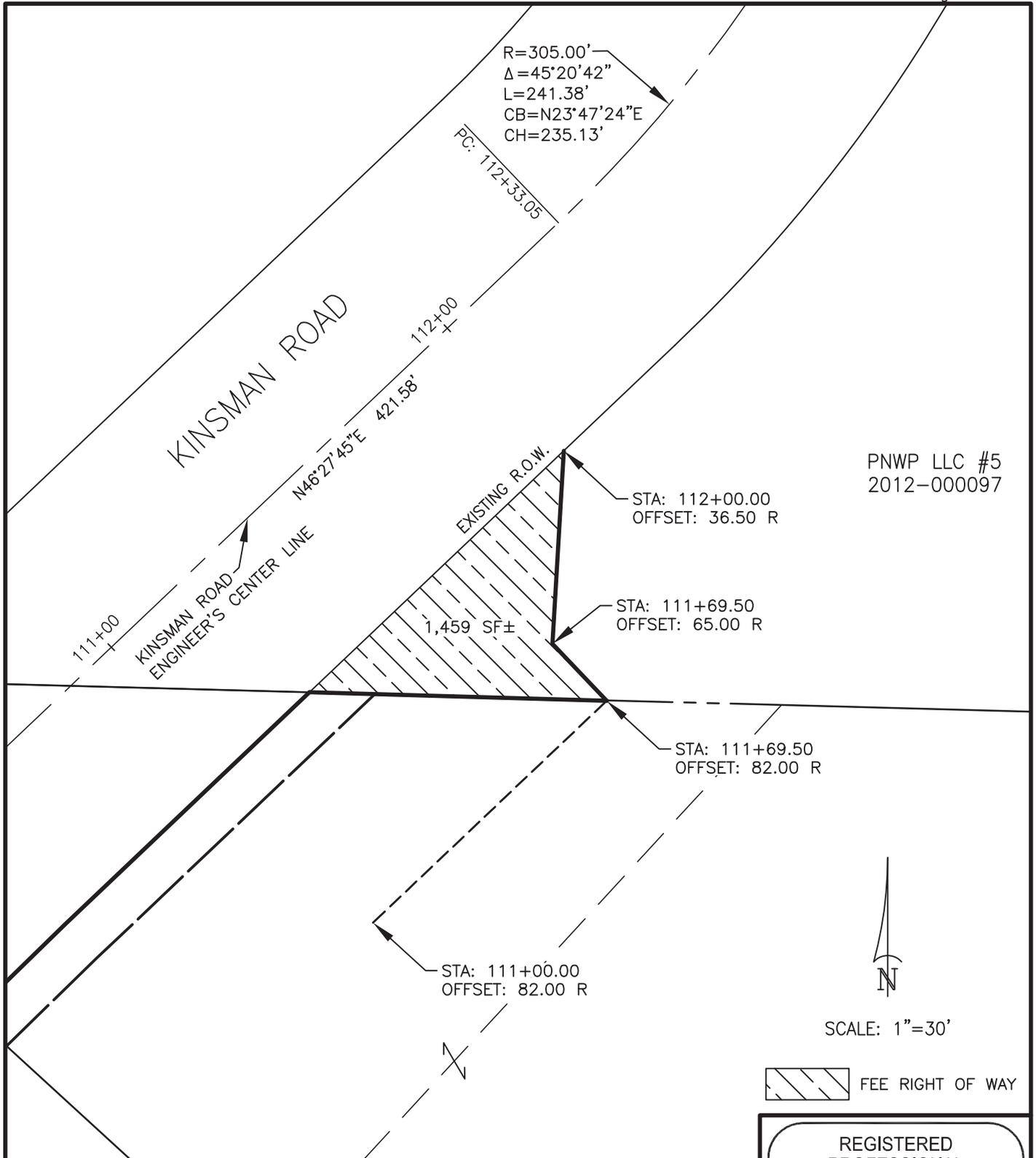


RENEWS: 12/31/20

EXHIBIT B

Page 174 of 294

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



Property Vested in:

PNWP LLC #5

Fee
 5TH STREET TO KINSMAN EXTENSION
 3 IW 23B 00101



808 SW 3rd Ave., Ste. 300
 Portland, OR 97204
 Phone: (503) 287-6825

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

DIGITALLY SIGNED
 2019.03.22 12:42:01-07'00"

OREGON
 JULY 15, 2003
 JERRY V. OSGOOD
 51671LS

RENEWS: 12/31/20

EXHIBIT A



LEGAL DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT 5th STREET TO KINSMAN EXTENSION 3 1W 23B 00101

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in Parcel 2, Partition Plat No. 2012-057, City of Wilsonville, Clackamas County, Oregon; said parcel being that portion of said property included in a strip of land variable in width, lying on the Southeasterly side of the SW Kinsman Road center line, which center line is described as follows:

Beginning at SW Kinsman Road Engineer’s center line Station 100+00.00, said station being 32.21 feet West and 969.23 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence North 04° 09’ 58” East 460.82 feet; thence on a 475.00 foot radius curve right (the long chord of which bears North 25° 18’ 51” East 342.74 feet) 350.65 feet; thence North 46° 27’ 45” East 421.58 feet to SW Kinsman Road Engineer’s center line Station 112+33.05, said station being equal to record Kinsman Road center line Station 4+41.38, said record center line shown on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon; thence along said record center line on a 305.00 foot radius curve left (the long chord of which bears North 23° 47’ 24” East 235.13 feet) 241.38 feet; thence continuing along said record center line North 01° 07’ 03” East 102.55 feet to SW Kinsman Road Engineer’s center line Station 115+76.98, said station being equal to said record Kinsman Road center line Station 0+97.45.

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

Station	to	Station	Width on Southeasterly Side of Center Line
111+63.00		111+74.00	86.00
111+74.00		111+87.00	72.00 in a straight line to 50.00
111+87.00		112+06.00	50.00 in a straight line to 36.50

EXCEPT therefrom that Fee parcel concurrently acquired for this project.

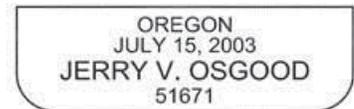
Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 226 square feet, more or less.

Property Vested in:
PNWP LLC #5
3 1W 23B 00101



DIGITALLY SIGNED
2019.03.22 12:40:54-07'00'



RENEWS: 12/31/20

EXHIBIT A



LEGAL DESCRIPTION

PARCEL 1 - FEE

5th STREET TO KINSMAN EXTENSION

3 1W 23B 00700-00790

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as TRACT I and described in that Warranty Deed to Inland Empire Investments, LLC, recorded April 24, 2006 as Recorder's Fee No. 2006-036713, Film Records of Clackamas County; said parcel being that portion of said parcel being that portion of said property included in a strip of land variable in width, lying on each side of the SW Kinsman Road center line, which center line is described as follows:

Beginning at SW Kinsman Road Engineer's center line Station 100+00.00, said station being 32.21 feet West and 969.23 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence North 04° 09' 58" East 460.82 feet; thence on a 475.00 foot radius curve right (the long chord of which bears North 25° 18' 51" East 342.74 feet) 350.65 feet; thence North 46° 27' 45" East 421.58 feet to SW Kinsman Road Engineer's center line Station 112+33.05, said station being equal to record Kinsman Road center line Station 4+41.38, said record center line shown on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon; thence along said record center line on a 305.00 foot radius curve left (the long chord of which bears North 23° 47' 24" East 235.13 feet) 241.38 feet; thence continuing along said record center line North 01° 07' 03" East 102.55 feet to SW Kinsman Road Engineer's center line Station 115+76.98, said station being equal to said record Kinsman Road center line Station 0+97.45.

Property Vested in:

Inland Empire Investments, LLC
3 1W 23B 00700-00790

EXHIBIT A

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

Station	to	Station	Width on Northwestern Side of Center Line
109+13.00		109+77.00	41.50
109+77.00		109+88.00	41.50 in a straight line to 52.00
109+88.00		110+54.00	52.00 in a straight line to 49.00
110+54.00		110+65.00	49.00 in a straight line to 36.50
110+65.00		111+00.00	36.50

Station	to	Station	Width on Southeasterly Side of Center Line
109+77.00		110+44.00	50.00
110+44.00		110+56.00	50.00 in a straight line to 36.50
110+56.00		111+50.00	36.50

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 7,659 square feet, more or less.

Property Vested in:

Inland Empire Investments, LLC
3 1W 23B 00700-00790

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 2 - FEE

5th STREET TO KINSMAN EXTENSION

3 1W 23B 00700-00790

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as TRACT I and described in that Warranty Deed to Inland Empire Investments, LLC, recorded April 24, 2006 as Recorder's Fee No. 2006-036713, Film Records of Clackamas County; said parcel being that portion of said property lying Westerly of and adjoining Parcel 1.

The above described parcel of land contains 3,719 square feet, more or less.

Property Vested in:

Inland Empire Investments, LLC

3 1W 23B 00700-00790

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 3 – PERMANENT EASEMENT FOR SLOPES AND PUBLIC UTILITIES
5th STREET TO KINSMAN EXTENSION
3 1W 23B 00700-00790

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as TRACT I and described in that Warranty Deed to Inland Empire Investments, LLC, recorded April 24, 2006 as Recorder's Fee No. 2006-036713, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land 51.50 feet in width, lying on the Northwesterly side of the SW Kinsman Road center line, which center line is described in Parcel 1.

EXCEPT therefrom Parcel 1.

The above described parcel of land contains 255 square feet, more or less. This Parcel lies entirely within Parcel 2.

Property Vested in:

Inland Empire Investments, LLC
3 1W 23B 00700-00790

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 4 – PERMANENT EASEMENT FOR SLOPES AND PUBLIC UTILITIES
5th STREET TO KINSMAN EXTENSION
3 1W 23B 00700-00790

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as TRACT I and described in that Warranty Deed to Inland Empire Investments, LLC, recorded April 24, 2006 as Recorder's Fee No. 2006-036713, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land 46.50 feet in width, lying on the Southeasterly side of the SW Kinsman Road center line, which center line is described in Parcel 1.

EXCEPT therefrom Parcel 1.

The above described parcel of land contains 777 square feet, more or less.



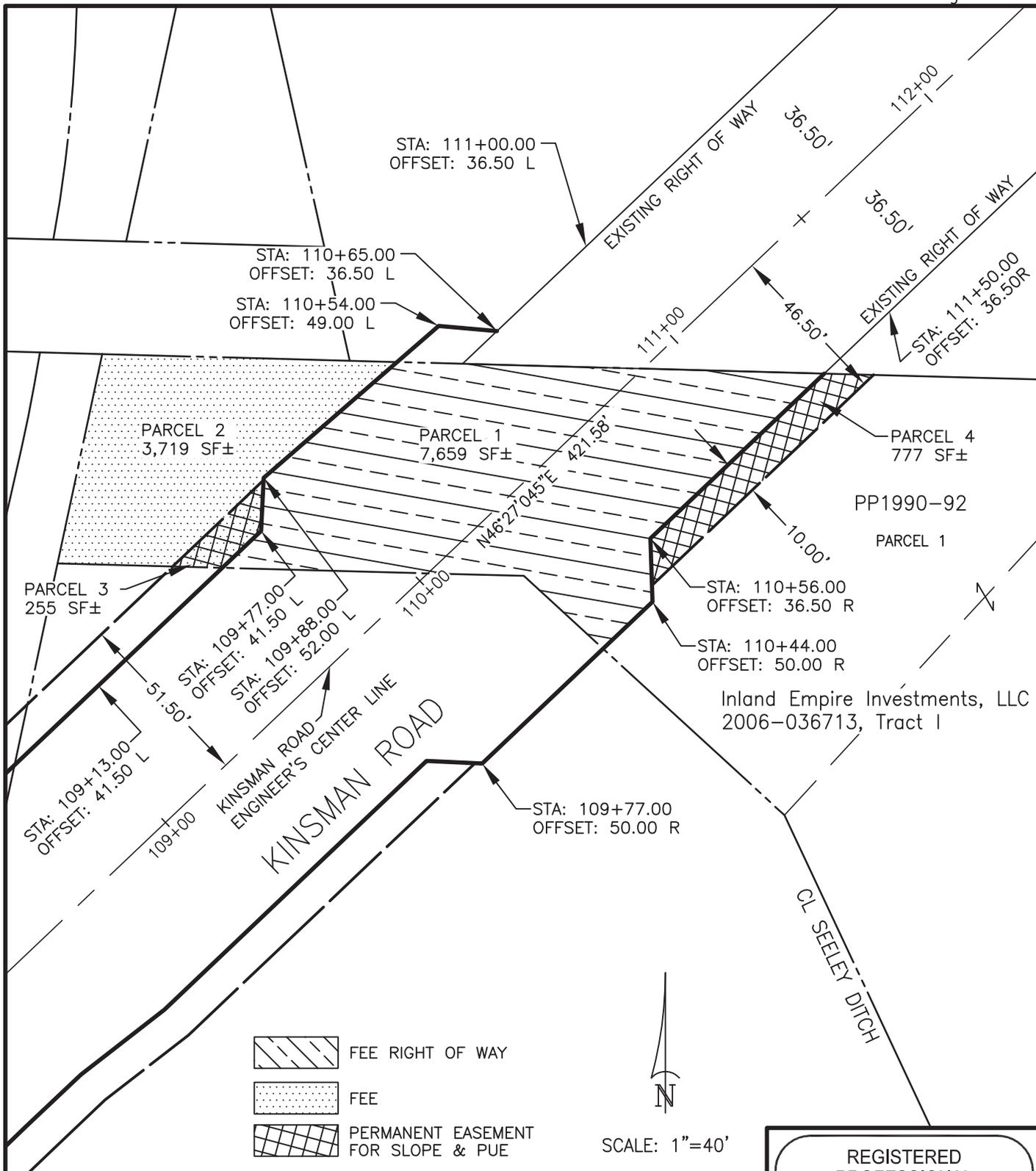
Property Vested in:

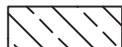
Inland Empire Investments, LLC
3 1W 23B 00700-00790

EXHIBIT B

Page 101 of 294

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



-  FEE RIGHT OF WAY
-  FEE
-  PERMANENT EASEMENT FOR SLOPE & PUE

SCALE: 1"=40'

Property Vested in:

Inland Empire Investments, LLC

Fee & Permanent Easement – Slope/PUE
5TH STREET TO KINSMAN EXTENSION

3 IW 23B 00700-00790



808 SW 3rd Ave., Ste. 300
Portland, OR 97204
Phone: (503) 287-6825

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED
2019.03.22 13:21:33-07'00"

OREGON
JULY 15, 2003
JERRY V. OSGOOD
51671LS
RENEWS: 12/31/20

EXHIBIT A



808 sw third avenue, suite 300
 portland, oregon 97204
 503.287-6825 • fax 503.415-2304
 www.otak.com

LEGAL DESCRIPTION TEMPORARY EASEMENT FOR CONSTRUCTION 5th STREET TO KINSMAN EXTENSION 3 1W 23B 00700-00790

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as TRACT I and described in that Warranty Deed to Inland Empire Investments, LLC, recorded April 24, 2006 as Recorder’s Fee No. 2006-036713, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land variable in width, lying on the Southeasterly side of the SW Kinsman Road center line, which center line is described as follows:

Beginning at SW Kinsman Road Engineer’s center line Station 100+00.00, said station being 32.21 feet West and 969.23 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence North 04° 09’ 58” East 460.82 feet; thence on a 475.00 foot radius curve right (the long chord of which bears North 25° 18’ 51” East 342.74 feet) 350.65 feet; thence North 46° 27’ 45” East 421.58 feet to SW Kinsman Road Engineer’s center line Station 112+33.05, said station being equal to record Kinsman Road center line Station 4+41.38, said record center line shown on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon; thence along said record center line on a 305.00 foot radius curve left (the long chord of which bears North 23° 47’ 24” East 235.13 feet) 241.38 feet; thence continuing along said record center line North 01° 07’ 03” East 102.55 feet to SW Kinsman Road Engineer’s center line Station 115+76.98, said station being equal to said record Kinsman Road center line Station 0+97.45.

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

Station	to	Station	Width on Southeasterly Side of Center Line
109+94.00		110+41.00	84.00
110+41.00		110+90.00	84.00 in a straight line to 72.00
110+90.00		111+40.00	72.00 in a straight line to 146.00
111+40.00		112+08.00	146.00 in a straight line to 192.00
112+08.00		112+18.00	192.00 in a straight line to 181.00

EXCEPT therefrom those Fee and Permanent Easement parcels concurrently acquired for this project.

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

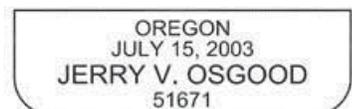
The above described parcel of land contains 11,387 square feet, more or less.

Property Vested in:

Inland Empire Investments, LLC
 3 1W 23B 00700-00790



DIGITALLY SIGNED
 2019.03.22 13:19:34-07'00'



RENEWS: 12/31/20

EXHIBIT A



808 sw third avenue, suite 300
portland, oregon 97204
503.287-6825 • fax 503.415-2304
www.otak.com

NOTE: In order to avoid potential conflicts with the drive aisle, the easement area will be reduced by approximately 40 +/- square feet

LEGAL DESCRIPTION

PERMANENT EASEMENT FOR DRAINAGE FACILITIES
5th STREET TO KINSMAN EXTENSION
3 1W 23BD 00102

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property described in that Statutory Bargain and Sale Deed to OTV 1 LLC, recorded December 30, 2005 as Recorder's Fee No. 2005-129902, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land variable in width, lying on the Westerly side of the center line of SW Boones Ferry Road, which center line is described as follows:

Beginning at SW Boones Ferry Road Engineer's center line Station 24+99.70, said station being 1,354.66 feet East and 1,801.47 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence North 10° 39' 56" East 328.72 feet; thence North 14° 48' 11" East 1,021.58 feet to SW Boones Ferry Road Engineer's center line Station 38+50.00.

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

Station	to	Station	Width on Westerly Side of Center Line
29+59.00		29+77.00	39.00
29+77.00		29+92.00	53.00

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 507 square feet, more or less. 312 square feet of this parcel lies within an existing Permanent Easement for Sidewalk and Public Utilities, recorded June 17, 2009 as Recorder's Fee No. 2009-042839, Film Records of Clackamas County.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED
2019.03.22 14:37:46-07'00'

OREGON
JULY 15, 2003
JERRY V. OSGOOD
51671

RENEWS: 12/31/20

Property Vested in:
OTV 1 LLC
3 1W 23BD 00102

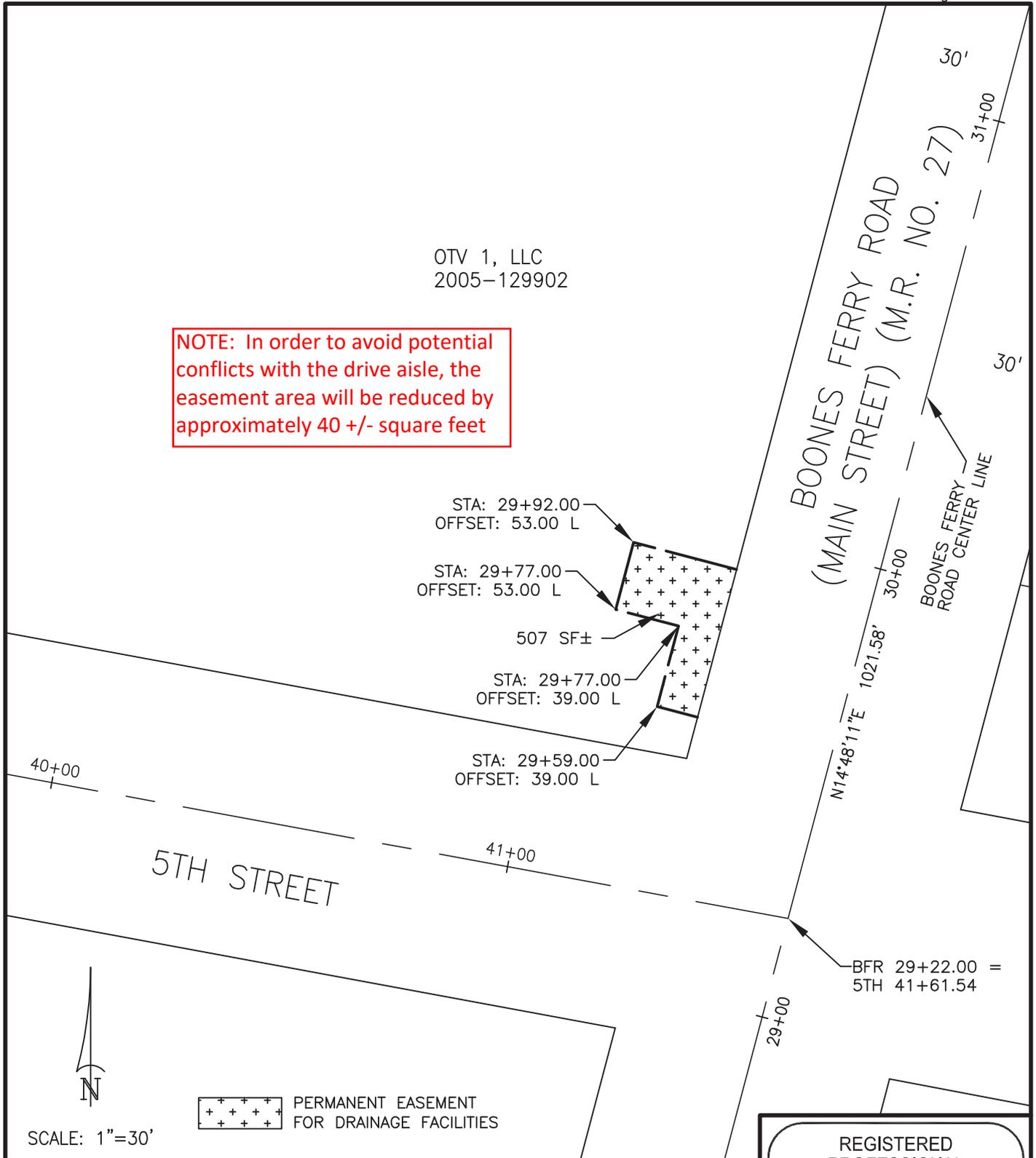
EXHIBIT B

Page 104 of 1294

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

OTV 1, LLC
2005-129902

NOTE: In order to avoid potential conflicts with the drive aisle, the easement area will be reduced by approximately 40 +/- square feet



Property Vested in:
OTV 1 LLC

Permanent Easement – Drainage Facilities
5TH STREET TO KINSMAN EXTENSION
3 1W 23BD 00102



808 SW 3rd Ave., Ste. 300
Portland, OR 97204
Phone: (503) 287-6825

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED
2019.03.22 14:37:26-07'00'

OREGON
JULY 15, 2003
JERRY V. OSGOOD
51671LS

RENEWS: 12/31/20

EXHIBIT A



808 sw third avenue, suite 300
portland, oregon 97204
503.287-6825 • fax 503.415-2304
www.otak.com

LEGAL DESCRIPTION

PARCEL 1 - TEMPORARY EASEMENT FOR CONSTRUCTION
5th STREET TO KINSMAN EXTENSION
3 1W 23BD 00102

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property described in that Statutory Bargain and Sale Deed to OTV 1 LLC, recorded December 30, 2005 as Recorder's Fee No. 2005-129902, Film Records of Clackamas County; said parcel being that portion of said property lying Northerly of a line at right angles to the center line of SW Boones Ferry Road at Engineer's Station 31+47.00 and included in a strip of land 41.00 feet in width, lying on the Westerly side of said center line, which center line is described as follows:

Beginning at SW Boones Ferry Road Engineer's center line Station 24+99.70, said station being 1,354.66 feet East and 1,801.47 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence North 10° 39' 56" East 328.72 feet; thence North 14° 48' 11" East 1,021.58 feet to SW Boones Ferry Road Engineer's center line Station 38+50.00.

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 237 square feet, more or less.

Property Vested in:

OTV 1 LLC
3 1W 23BD 00102

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 2 - TEMPORARY EASEMENT FOR CONSTRUCTION
5th STREET TO KINSMAN EXTENSION
3 1W 23BD 00102

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property described in that Statutory Bargain and Sale Deed to OTV 1 LLC, recorded December 30, 2005 as Recorder's Fee No. 2005-129902, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land variable in width, lying on the Westerly side of the center line of SW Boones Ferry Road, 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 Westerly Side of Center Line
29+45.00		29+70.00	46.00
29+70.00		30+00.00	60.00

EXCEPT therefrom that Permanent Easement parcel concurrently acquired for this project.

The above described parcel of land contains 726 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED
2019.03.22 14:36:38-07'00'

OREGON
JULY 15, 2003
JERRY V. OSGOOD
51671

RENEWS: 12/31/20

Property Vested in:

OTV 1 LLC
3 1W 23BD 00102

EXHIBIT A

February 26, 2019

Page 1 of 7



808 sw third avenue, suite 300
portland, oregon 97204
503.287-6825 • fax 503.415-2304
www.otak.com

LEGAL DESCRIPTION

PARCEL 1 - FEE

5th STREET TO KINSMAN EXTENSION

3 1W 23BD 00104

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property described in that Statutory Bargain and Sale Deed to Robert Hartford, recorded August 24, 2005 as Recorder's Fee No. 2005-081614, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land variable in width, lying on the Southerly side of the center line of SW 5th Street, which center line is described as follows:

Beginning at SW 5th Street Engineer's center line Station 21+50.00, said station being 380.37 feet West and 717.02 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence South 47° 34' 14" East 68.03 feet; thence on a 475.00 foot radius curve left (the long chord of which bears South 66° 42' 08" East 311.35 feet) 317.22 feet; thence South 85° 50' 02" East 233.06 feet; thence on a 480.00 foot radius curve right (the long chord of which bears South 60° 20' 55" East 413.07 feet) 427.01 feet to a point of reverse curvature; thence on a 475.00 foot radius curve left (the long chord of which bears South 61° 40' 18" East 428.46 feet) 444.50 feet to SW 5th Street Engineer's center line Station 36+39.82, said station being equal to record 5th Street center line Station 15+21.87, said record center line shown on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon; thence along said record center line South 88° 28' 48" East 75.72 feet; thence leaving said record center line on a 475.00 foot radius curve right (the long chord of which bears South 84° 00' 23" East 74.10 feet) 74.18 feet to SW 5th Street Engineer's center line Station 37+89.72, said station being equal to said record 5th Street center line Station 13+71.82; thence along said record center line South 79° 31' 58" East 371.82 feet to SW 5th Street Engineer's center line Station 41+61.54, said station being equal to said record 5th Street center line Station 10+00.00.

Property Vested in:

Otto Lane 104 LLC
3 1W 23BD 00104

EXHIBIT A

February 26, 2019

Page 2 of 7

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

Station	to	Station	Width on Southerly Side of Center Line
36+50.00		37+00.00	44.00 in a straight line to 44.50
37+00.00		37+50.00	44.50 in a straight line to 41.50
37+50.00		37+89.72	41.50 in a straight line to 40.50
37+89.72		39+00.00	40.50

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 2,025 square feet, more or less.

Property Vested in:

Otto Lane 104 LLC
3 1W 23BD 00104

EXHIBIT A

February 26, 2019

Page 3 of 7

LEGAL DESCRIPTION

**PARCEL 2 - PERMANENT EASEMENT FOR SLOPES
5th STREET TO KINSMAN EXTENSION
3 1W 23BD 00104**

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property described in that Statutory Bargain and Sale Deed to Robert Hartford, recorded August 24, 2005 as Recorder's Fee No. 2005-081614, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land variable in width, lying on the Southerly side of the center line of SW 5th Street, 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
36+72.00		36+95.00	48.50 in a straight line to 62.00
36+95.00		37+17.00	62.00 in a straight line to 62.00
37+17.00		37+48.00	62.00 in a straight line to 55.00
37+48.00		38+09.00	55.00 in a straight line to 57.00
38+09.00		39+00.00	57.00 in a straight line to 48.50

EXCEPT therefrom Parcel 1.

The above described parcel of land contains 2,856 square feet, more or less.

Property Vested in:

Otto Lane 104 LLC
3 1W 23BD 00104

EXHIBIT A

February 26, 2019

Page 4 of 7

LEGAL DESCRIPTION

PARCEL 3 - PERMANENT EASEMENT FOR PUBLIC UTILITIES
5th STREET TO KINSMAN EXTENSION
3 1W 23BD 00104

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property described in that Statutory Bargain and Sale Deed to Robert Hartford, recorded August 24, 2005 as Recorder's Fee No. 2005-081614, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land 48.50 feet in width, lying on the Southerly side of the center line of SW 5th Street, which center line is described in Parcel 1.

EXCEPT therefrom Parcel 1.

The above described parcel of land contains 1,349 square feet, more or less. This parcel lies entirely within Parcel 2.

Property Vested in:

Otto Lane 104 LLC
3 1W 23BD 00104

EXHIBIT A

February 26, 2019

Page 5 of 7

LEGAL DESCRIPTION

PARCEL 4 - PERMANENT EASEMENT FOR DRAINAGE FACILITIES
5th STREET TO KINSMAN EXTENSION
3 1W 23BD 00104

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property described in that Statutory Bargain and Sale Deed to Robert Hartford, recorded August 24, 2005 as Recorder's Fee No. 2005-081614, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land variable in width, lying on the Southerly side of the center line of SW 5th Street, 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
36+60.00		37+17.00	62.00 in a straight line to 62.00
37+17.00		37+20.00	62.00 in a straight line to 40.50

EXCEPT therefrom Parcel 1.

The above described parcel of land contains 614 square feet, more or less. 510 square feet of this parcel lies within Parcel 2.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED
2019.03.22 15:32:42-07'00'

OREGON
JULY 15, 2003
JERRY V. OSGOOD
51671

RENEWS: 12/31/20

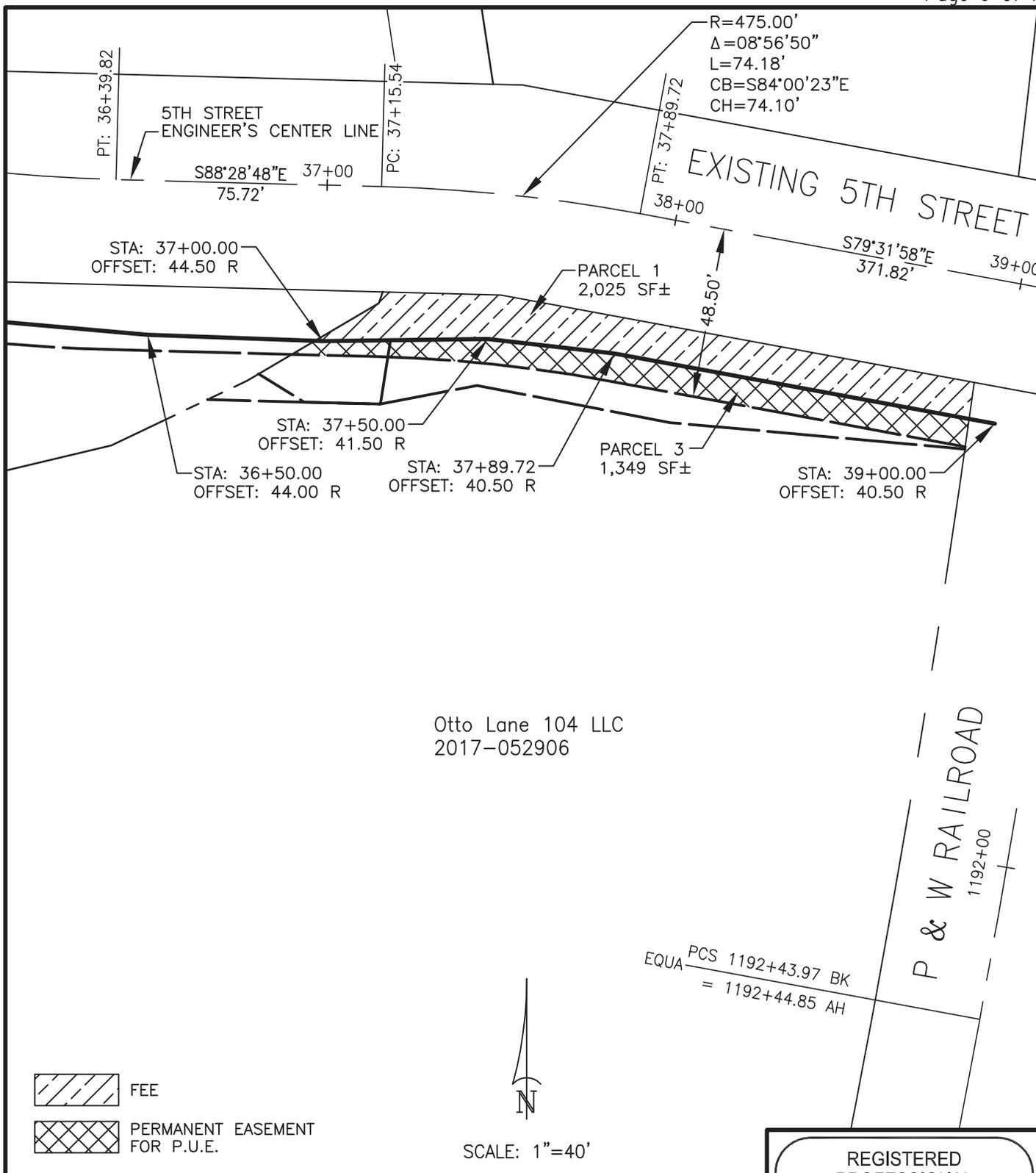
Property Vested in:

Otto Lane 104 LLC
3 1W 23BD 00104

EXHIBIT B

Page 102 of 294

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



Otto Lane 104 LLC
2017-052906

-  FEE
-  PERMANENT EASEMENT FOR P.U.E.



SCALE: 1"=40'

Property Vested in:
Otto Lane 104 LLC

Fee, Permanent Easement PUE
5TH STREET TO KINSMAN EXTENSION
3 IW 23BD 00104

Otak 808 SW 3rd Ave., Ste. 300
Portland, OR 97204
Phone: (503) 287-6825

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED
2019.03.22 15:32:12-07'00'

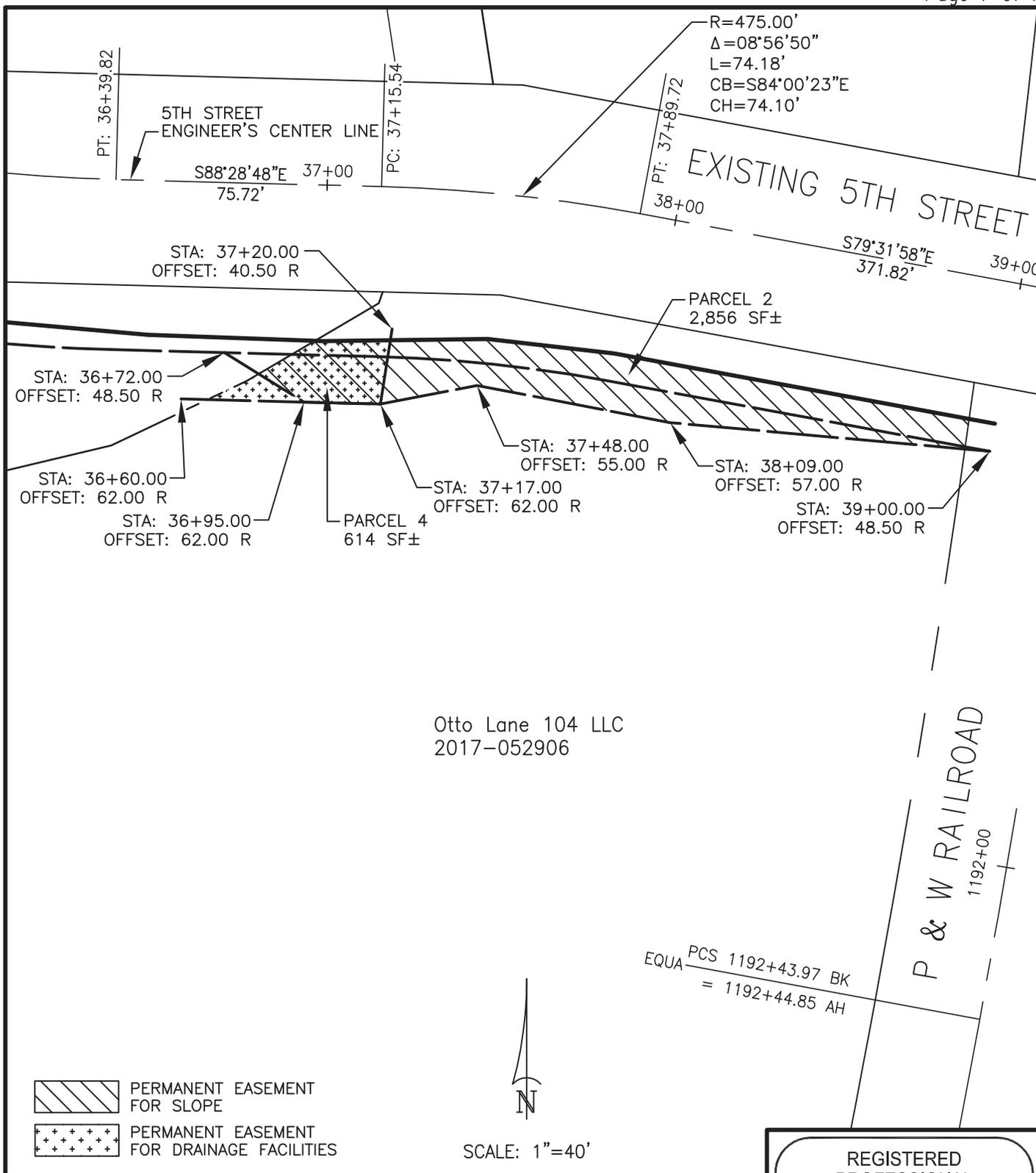
OREGON
JULY 15, 2003
JERRY V. OSGOOD
51671LS

RENEWS: 12/31/20

EXHIBIT B

Page 103 of 294

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



Property Vested in:
 Otto Lane 104 LLC

Permanent Easement Slope,
 Drainage Facilities
 5TH STREET TO KINSMAN EXTENSION

3 IW 23BD 00104



808 SW 3rd Ave., Ste. 300
 Portland, OR 97204
 Phone: (503) 287-6825

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

DIGITALLY SIGNED
 2019.03.22 15:31:55-07'00'

OREGON
 JULY 15, 2003
 JERRY V. OSGOOD
 51671LS

RENEWS: 12/31/20

EXHIBIT A

February 26, 2019

Page 1 of 2



808 sw third avenue, suite 300
portland, oregon 97204
503.287-6825 • fax 503.415-2304
www.otak.com

LEGAL DESCRIPTION TEMPORARY EASEMENT FOR CONSTRUCTION 5th STREET TO KINSMAN EXTENSION 3 1W 23BD 00104

Real property situated in the City of Wilsonville, Clackamas County, Oregon; said property being a Tract of land lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property described in that Statutory Bargain and Sale Deed to Robert Hartford, recorded August 24, 2005 as Recorder's Fee No. 2005-081614, Film Records of Clackamas County; said Tract being that portion of said property included in a strip of land variable in width, lying on the Southerly side of the center line of SW 5th Street, which center line is described as follows:

Beginning at SW 5th Street Engineer's center line Station 21+50.00, said station being 380.37 feet West and 717.02 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence South 47° 34' 14" East 68.03 feet; thence on a 475.00 foot radius curve left (the long chord of which bears South 66° 42' 08" East 311.35 feet) 317.22 feet; thence South 85° 50' 02" East 233.06 feet; thence on a 480.00 foot radius curve right (the long chord of which bears South 60° 20' 55" East 413.07 feet) 427.01 feet to a point of reverse curvature; thence on a 475.00 foot radius curve left (the long chord of which bears South 61° 40' 18" East 428.46 feet) 444.50 feet to SW 5th Street Engineer's center line Station 36+39.82, said station being equal to record 5th Street center line Station 15+21.87, said record center line shown on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon; thence along said record center line South 88° 28' 48" East 75.72 feet; thence leaving said record center line on a 475.00 foot radius curve right (the long chord of which bears South 84° 00' 23" East 74.10 feet) 74.18 feet to SW 5th Street Engineer's center line Station 37+89.72, said station being equal to said record 5th Street center line Station 13+71.82; thence along said record center line South 79° 31' 58" East 371.82 feet to SW 5th Street Engineer's center line Station 41+61.54, said station being equal to said record 5th Street center line Station 10+00.00.

Property Vested in:

Otto Lane 104 LLC
3 1W 23BD 00104

EXHIBIT A

February 26, 2019

Page 2 of 2

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

Station	to	Station	Width on Southerly Side of Center Line
36+43.00		37+17.00	69.00 in a straight line to 69.00
37+17.00		37+48.00	69.00 in a straight line to 59.00
37+48.00		38+09.00	59.00 in a straight line to 60.00
38+09.00		38+56.00	60.00 in a straight line to 117.00
38+56.00		38+83.00	117.00 in a straight line to 113.00
38+83.00		39+00.00	53.00

EXCEPT therefrom those Fee and Permanent Easement parcels concurrently acquired for this project.

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described Tract of land contains 4,073 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED
2019.03.22 15:30:52-07'00'

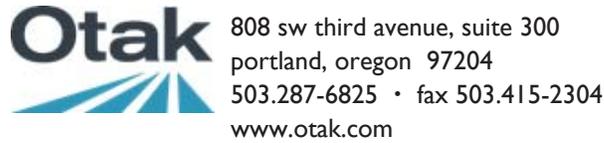
OREGON
JULY 15, 2003
JERRY V. OSGOOD
51671

RENEWS: 12/31/20

Property Vested in:

Otto Lane 104 LLC
3 1W 23BD 00104

EXHIBIT A



LEGAL DESCRIPTION

PARCEL 1 - FEE

5th STREET TO KINSMAN EXTENSION

3 1W 23B 00600

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Parcel III and described in that Statutory Warranty Deed to Meadows 148, LLC, recorded September 19, 2016 as Recorder's Fee No. 2016-063876, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land variable in width, lying on the Northerly side of the center line of SW 5th Street, which center line is described as follows:

Beginning at SW 5th Street Engineer's center line Station 21+50.00, said station being 380.37 feet West and 717.02 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence South 47° 34' 14" East 68.03 feet; thence on a 475.00 foot radius curve left (the long chord of which bears South 66° 42' 08" East 311.35 feet) 317.22 feet; thence South 85° 50' 02" East 233.06 feet; thence on a 480.00 foot radius curve right (the long chord of which bears South 60° 20' 55" East 413.07 feet) 427.01 feet to a point of reverse curvature; thence on a 475.00 foot radius curve left (the long chord of which bears South 61° 40' 18" East 428.46 feet) 444.50 feet to SW 5th Street Engineer's center line Station 36+39.82, said station being equal to record 5th Street center line Station 15+21.87, said record center line shown on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon; thence along said record center line South 88° 28' 48" East 75.72 feet; thence leaving said record center line on a 475.00 foot radius curve right (the long chord of which bears South 84° 00' 23" East 74.10 feet) 74.18 feet to SW 5th Street Engineer's center line Station 37+89.72, said station being equal to said record 5th Street center line Station 13+71.82; thence along said record center line South 79° 31' 58" East 371.82 feet to SW 5th Street Engineer's center line Station 41+61.54, said station being equal to said record 5th Street center line Station 10+00.00.

Property Vested in:

Meadows 148, LLC
3 1W 23B 00600

EXHIBIT A

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

Station	to	Station	Width on Northerly Side of Center Line
25+35.24		25+88.74	69.43
25+88.74		26+15.00	69.43 in a straight line to 40.11
26+15.00		26+74.00	40.11 in a straight line to 33.00
26+74.00		27+45.00	33.00 in a straight line to 29.50
27+45.00		29+61.00	29.50
29+61.00		29+78.00	29.50 in a straight line to 45.00
29+78.00		30+37.00	45.00 in a straight line to 48.00
30+37.00		30+55.00	48.00 in a straight line to 29.50
30+55.00		31+95.32	29.50

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 19,834 square feet, more or less.

Property Vested in:

Meadows 148, LLC

3 1W 23B 00600

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 2 - FEE

5th STREET TO KINSMAN EXTENSION

3 1W 23B 00600

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Parcel III and described in that Statutory Warranty Deed to Meadows 148, LLC, recorded September 19, 2016 as Recorder's Fee No. 2016-063876, Film Records of Clackamas County; said parcel being that portion of said property lying between the center line of SW 5th Street, which center line is described in Parcel 1, and the following described line;

Beginning at a point opposite and 43.50 feet Southerly of Engineer's Station 25+35.24 on the center line of SW 5th Street, which center line is described in Parcel 1; thence South 85° 50' 02" East 82.28 feet; thence on a 91.50 foot radius curve right (the long chord of which bears South 69° 45' 33" East 50.67 feet) 51.34 feet to a point of reverse curvature; thence on a 168.50 foot radius curve left (the long chord of which bears South 81° 37' 28" East 157.90 feet) 164.34 feet to a point of reverse curvature; thence on a 151.50 foot radius curve right (the long chord of which bears South 82° 33' 56" East 137.55 feet) 142.78 feet; thence South 55° 34' 00" East 89.41 feet; thence on a 151.50 foot radius curve right (the long chord of which bears South 30° 19' 50" East 129.18 feet) 133.46 feet to a point of reverse curvature; thence on a 108.50 foot radius curve left (the long chord of which bears South 46° 30' 47" East 143.56 feet) 156.87 feet to a point of reverse curvature; thence on a 91.50 foot radius curve right (the long chord of which bears South 72° 49' 29" East 47.69 feet) 48.25 feet to a point of reverse curvature; thence on a 512.00 foot radius curve left (the long chord of which bears South 58° 38' 06" East 16.39 feet) 16.39 feet; thence South 85° 07' 08" East 110.04 feet to Engineer's Station 35+00.00 on said center line.

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 27,058 square feet, more or less.

Property Vested in:

Meadows 148, LLC

3 1W 23B 00600

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 3 - FEE

5th STREET TO KINSMAN EXTENSION

3 1W 23B 00600

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Parcel III and described in that Statutory Warranty Deed to Meadows 148, LLC, recorded September 19, 2016 as Recorder's Fee No. 2016-063876, Film Records of Clackamas County; said parcel being that portion of said property lying Southerly of and adjoining Parcel 2.

EXCEPT therefrom that property designated as Exhibit A and described in that Lot Line Adjustment Deed to Thomas L. Bernert, Trustee, Thomas L. Bernert Revocable Trust, recorded March 14, 2017 as Recorder's Fee No. 2017-016885, Film Records of Clackamas County.

The above described parcel of land contains 37,542 square feet, more or less.

Property Vested in:

Meadows 148, LLC

3 1W 23B 00600

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 4 - FEE

5th STREET TO KINSMAN EXTENSION

3 1W 23B 00600

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Parcel III and described in that Statutory Warranty Deed to Meadows 148, LLC, recorded September 19, 2016 as Recorder's Fee No. 2016-063876, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land variable in width, lying on each side of the SW Kinsman Road center line, which center line is described as follows:

Beginning at SW Kinsman Road Engineer's center line Station 100+00.00, said station being 32.21 feet West and 969.23 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence North 04° 09' 58" East 460.82 feet; thence on a 475.00 foot radius curve right (the long chord of which bears North 25° 18' 51" East 342.74 feet) 350.65 feet; thence North 46° 27' 45" East 421.58 feet to SW Kinsman Road Engineer's center line Station 112+33.05, said station being equal to record Kinsman Road center line Station 4+41.38, said record center line shown on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon; thence along said record center line on a 305.00 foot radius curve left (the long chord of which bears North 23° 47' 24" East 235.13 feet) 241.38 feet; thence continuing along said record center line North 01° 07' 03" East 102.55 feet to SW Kinsman Road Engineer's center line Station 115+76.98, said station being equal to said record Kinsman Road center line Station 0+97.45.

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

Station	to	Station	Width on Northwestern Side of Center Line
108+11.47		109+77.00	41.50
109+77.00		109+88.00	41.50 in a straight line to 52.00
109+88.00		110+54.00	52.00 in a straight line to 49.00

Property Vested in:

Meadows 148, LLC

3 1W 23B 00600

EXHIBIT A

Station	to	Station	Width on Southeasterly Side of Center Line
107+20.00		108+33.00	35.50
108+33.00		108+63.00	35.50 in a straight line to 38.50
108+63.00		109+66.00	38.50
109+66.00		109+77.00	38.50 in a straight line to 50.00
109+77.00		110+44.00	50.00

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 14,610 square feet, more or less.

Property Vested in:

Meadows 148, LLC

3 1W 23B 00600

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 5 - FEE

5th STREET TO KINSMAN EXTENSION

3 1W 23B 00600

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Parcel III and described in that Statutory Warranty Deed to Meadows 148, LLC, recorded September 19, 2016 as Recorder's Fee No. 2016-063876, Film Records of Clackamas County; said parcel being that portion of said property lying Northwesterly of and adjoining Parcel 4.

The above described parcel of land contains 1,357 square feet, more or less.

Property Vested in:

Meadows 148, LLC

3 1W 23B 00600

EXHIBIT A**LEGAL DESCRIPTION**

**PARCEL 6 – PERMANENT EASEMENT FOR SLOPES AND PUBLIC UTILITIES
5th STREET TO KINSMAN EXTENSION
3 1W 23B 00600**

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Parcel III and described in that Statutory Warranty Deed to Meadows 148, LLC, recorded September 19, 2016 as Recorder's Fee No. 2016-063876, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land variable in width, lying on the Northerly side of the center line of SW 5th Street, 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
25+35.24		25+98.74	125.00
25+98.74		26+15.31	73.22 in a straight line to 52.00
26+15.31		26+51.00	52.00 in a straight line to 48.00
26+51.00		26+74.00	48.00 in a straight line to 41.00
26+74.00		27+45.00	41.00 in a straight line to 37.50
27+45.00		28+33.00	37.50
28+33.00		28+64.00	37.50 in a straight line to 45.00
28+64.00		29+50.00	45.00 in a straight line to 45.00
29+50.00		29+78.00	45.00 in a straight line to 45.00

EXCEPT therefrom Parcel 1.

The above described parcel of land contains 4,304 square feet, more or less.

Property Vested in:

Meadows 148, LLC
3 1W 23B 00600

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 7 – PERMANENT EASEMENT FOR SLOPES AND PUBLIC UTILITIES
 5th STREET TO KINSMAN EXTENSION
 3 1W 23B 00600

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Parcel III and described in that Statutory Warranty Deed to Meadows 148, LLC, recorded September 19, 2016 as Recorder’s Fee No. 2016-063876, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land variable in width, lying on the Northerly side of the center line of SW 5th Street, 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
30+37.00		30+55.00	48.00 in a straight line to 54.00
30+55.00		31+03.00	54.00 in a straight line to 45.00
31+03.00		31+30.00	45.00 in a straight line to 37.50
31+30.00		31+95.32	37.50

EXCEPT therefrom Parcel 1.

The above described parcel of land contains 2,015 square feet, more or less.

Property Vested in:

Meadows 148, LLC
 3 1W 23B 00600

EXHIBIT A**LEGAL DESCRIPTION**

**PARCEL 8 – PERMANENT EASEMENT FOR ELECTRICAL FACILITIES AND SLOPES
5th STREET TO KINSMAN EXTENSION
3 1W 23B 00600**

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Parcel III and described in that Statutory Warranty Deed to Meadows 148, LLC, recorded September 19, 2016 as Recorder's Fee No. 2016-063876, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land variable in width, lying on the Northerly side of the center line of SW 5th Street, 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
26+09.00		26+19.00	60.00 in a straight line to 68.00
26+19.00		26+45.00	68.00
26+45.00		26+51.00	68.00 in a straight line to 60.00

EXCEPT therefrom Parcels 1 and 6.

The above described parcel of land contains 654 square feet, more or less.

Property Vested in:

Meadows 148, LLC
3 1W 23B 00600

EXHIBIT A**LEGAL DESCRIPTION**

**PARCEL 9 – PERMANENT EASEMENT FOR SLOPES AND PUBLIC UTILITIES
5th STREET TO KINSMAN EXTENSION
3 1W 23B 00600**

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Parcel III and described in that Statutory Warranty Deed to Meadows 148, LLC, recorded September 19, 2016 as Recorder's Fee No. 2016-063876, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land variable in width, lying on the Southeasterly side of the SW Kinsman Road center line, which center line is described in Parcel 4.

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

Station	to	Station	Width on Southeasterly Side of Center Line
107+20.00		108+33.00	45.50
108+33.00		108+63.00	45.50 in a straight line to 48.50
108+63.00		110+00.00	48.50

EXCEPT therefrom Parcel 4.

The above described parcel of land contains 2,156 square feet, more or less.

Property Vested in:

Meadows 148, LLC
3 1W 23B 00600

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 10 – PERMANENT EASEMENT FOR SLOPES AND PUBLIC UTILITIES
5th STREET TO KINSMAN EXTENSION
3 1W 23B 00600

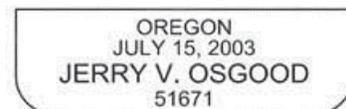
A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Parcel III and described in that Statutory Warranty Deed to Meadows 148, LLC, recorded September 19, 2016 as Recorder's Fee No. 2016-063876, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land 51.50 feet in width, lying on the Northwesterly side of the SW Kinsman Road center line, which center line is described in Parcel 4.

EXCEPT therefrom Parcel 4.

The above described parcel of land contains 694 square feet, more or less. This Parcel lies entirely within Parcel 5.



DIGITALLY SIGNED
2019.03.22 12:53:37-07'00'



RENEWS: 12/31/20

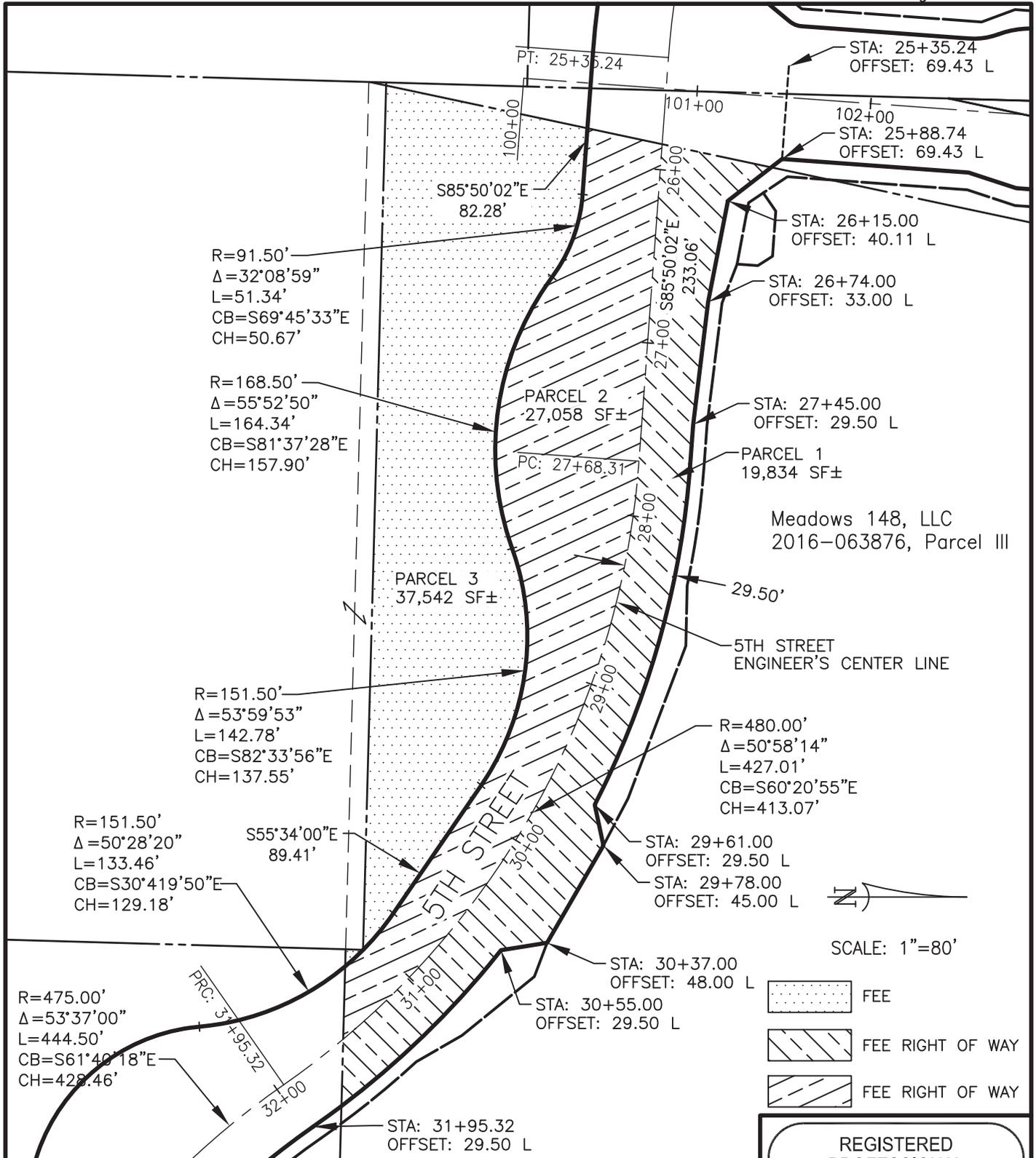
Property Vested in:

Meadows 148, LLC
3 1W 23B 00600

EXHIBIT B

Page 208 of 294

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



R=475.00'
 $\Delta=53^{\circ}37'00''$
 L=444.50'
 CB=S61°40'18"E
 CH=428.46'

PRC: 31+95.32
 32+00

R=151.50'
 $\Delta=53^{\circ}59'53''$
 L=142.78'
 CB=S82°33'56"E
 CH=137.55'

R=168.50'
 $\Delta=55^{\circ}52'50''$
 L=164.34'
 CB=S81°37'28"E
 CH=157.90'

R=91.50'
 $\Delta=32^{\circ}08'59''$
 L=51.34'
 CB=S69°45'33"E
 CH=50.67'

STA: 31+95.32
 OFFSET: 29.50 L

STA: 30+55.00
 OFFSET: 29.50 L

STA: 30+37.00
 OFFSET: 48.00 L

STA: 29+78.00
 OFFSET: 45.00 L

STA: 29+61.00
 OFFSET: 29.50 L

R=480.00'
 $\Delta=50^{\circ}58'14''$
 L=427.01'
 CB=S60°20'55"E
 CH=413.07'

5TH STREET
 ENGINEER'S CENTER LINE

PARCEL 1
 19,834 SF±

PARCEL 2
 27,058 SF±

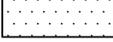
PARCEL 3
 37,542 SF±

STA: 26+15.00
 OFFSET: 40.11 L

STA: 26+74.00
 OFFSET: 33.00 L

STA: 25+88.74
 OFFSET: 69.43 L

STA: 25+35.24
 OFFSET: 69.43 L

-  FEE
-  FEE RIGHT OF WAY
-  FEE RIGHT OF WAY

SCALE: 1"=80'



Property Vested in:
 Meadows 148, LLC

Fee
 5TH STREET TO KINSMAN EXTENSION
 3 IW 23B 00600



808 SW 3rd Ave., Ste. 300
 Portland, OR 97204
 Phone: (503) 287-6825

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

DIGITALLY SIGNED
 2019.03.22 12:53:07-07'00'

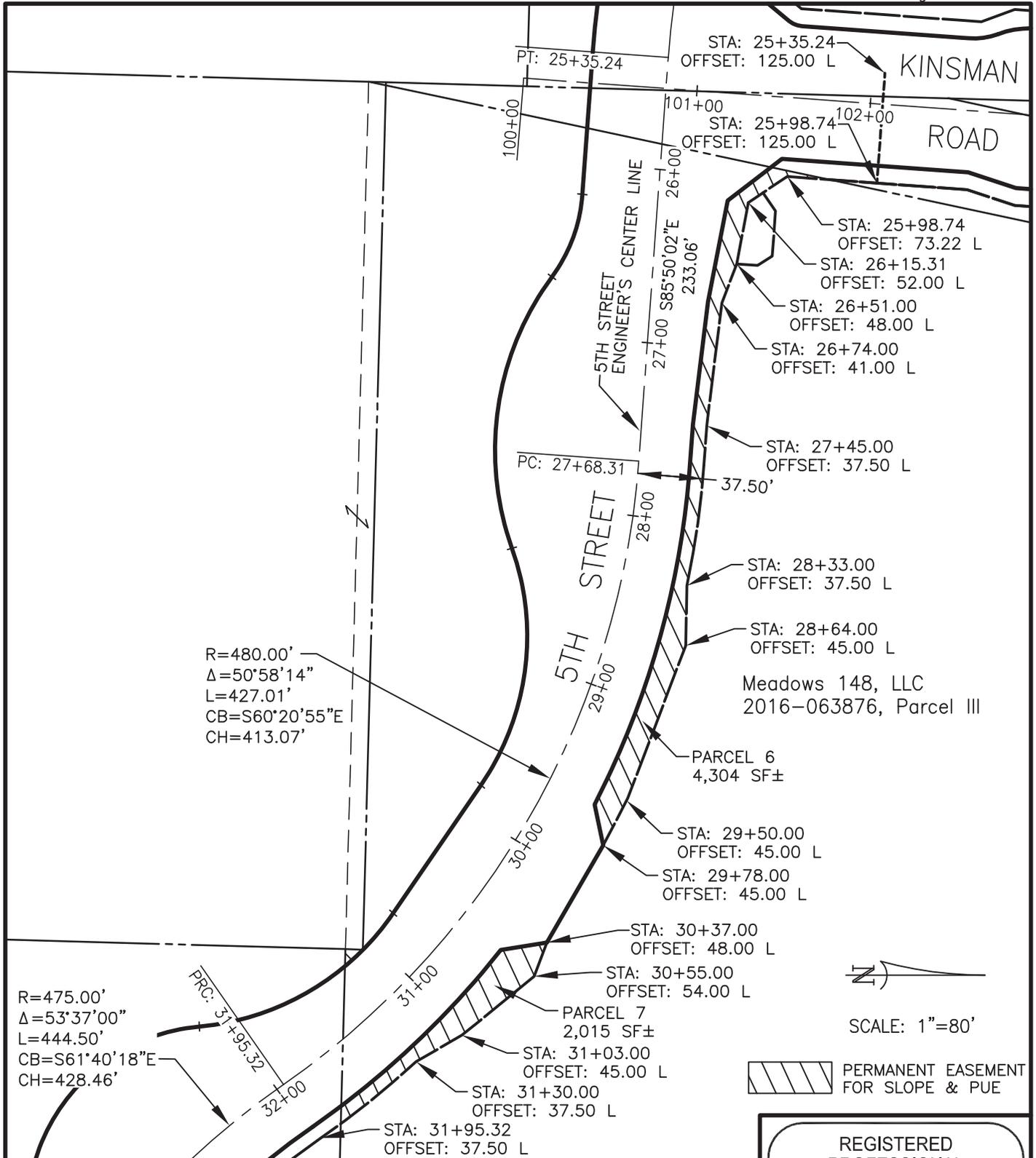
OREGON
 JULY 15, 2003
 JERRY V. OSGOOD
 51671LS

RENEWS: 12/31/20

EXHIBIT B

Page 209 of 294

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



SCALE: 1"=80'

 PERMANENT EASEMENT FOR SLOPE & PUE

Property Vested in:
Meadows 148, LLC

Permanent Easement Slope, PUE,
Sanitary Sewer Facilities
5TH STREET TO KINSMAN EXTENSION

3 IW 23B 00600



808 SW 3rd Ave., Ste. 300
Portland, OR 97204
Phone: (503) 287-6825

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED
2019.03.22 12:52:32-07'00"

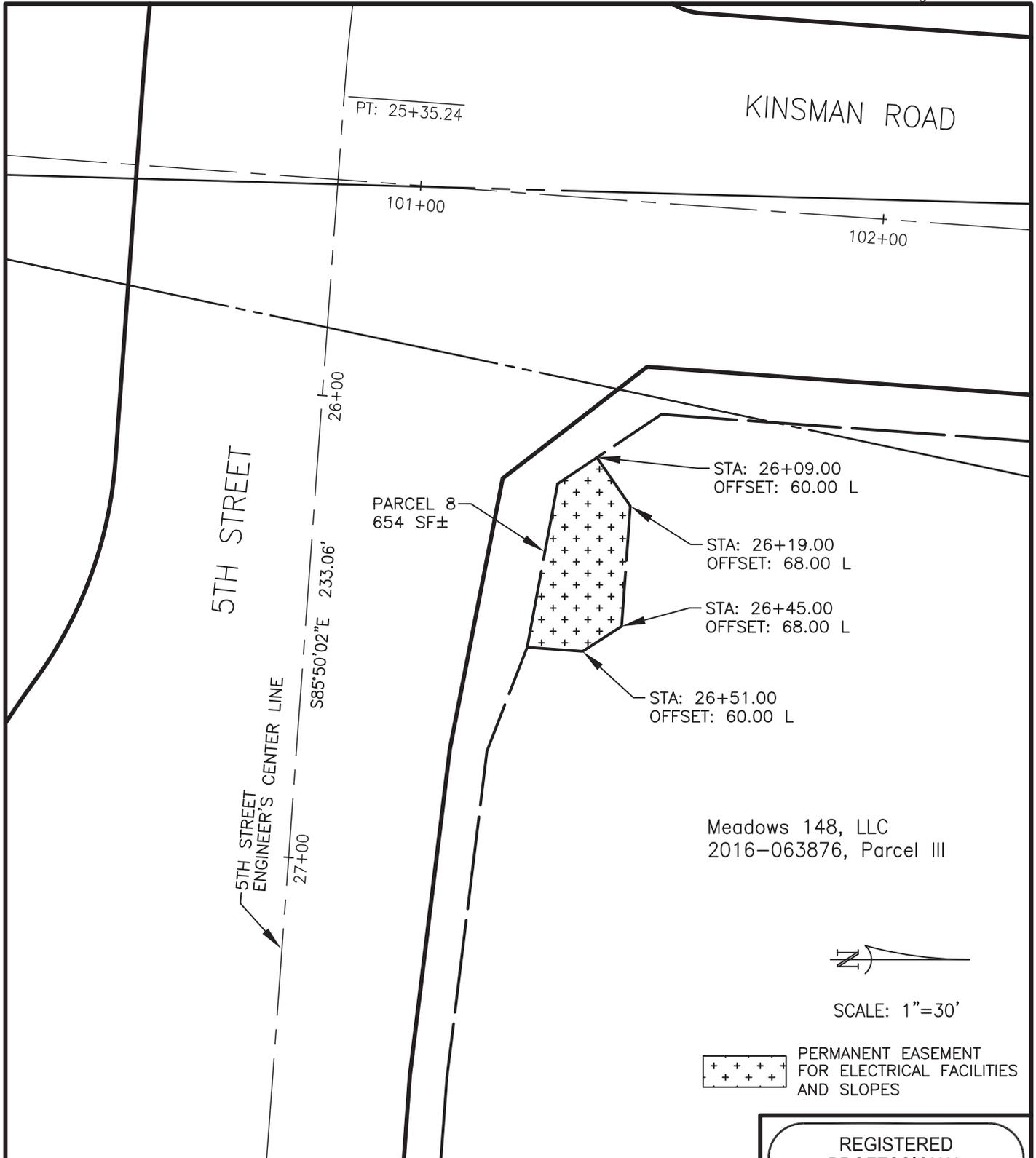
OREGON
JULY 15, 2003
JERRY V. OSGOOD
51671LS

RENEWS: 12/31/20

EXHIBIT B

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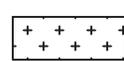
SKETCH TO ACCOMPANY LEGAL DESCRIPTION



Meadows 148, LLC
2016-063876, Parcel III



SCALE: 1"=30'



PERMANENT EASEMENT
FOR ELECTRICAL FACILITIES
AND SLOPES

Property Vested in:

Meadows 148, LLC

Permanent Easement – Electrical Facilities/Slope
5TH STREET TO KINSMAN EXTENSION

3 IW 23B 00600



808 SW 3rd Ave., Ste. 300
Portland, OR 97204
Phone: (503) 287-6825

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED
2019.03.22 12:52:04-07'00"

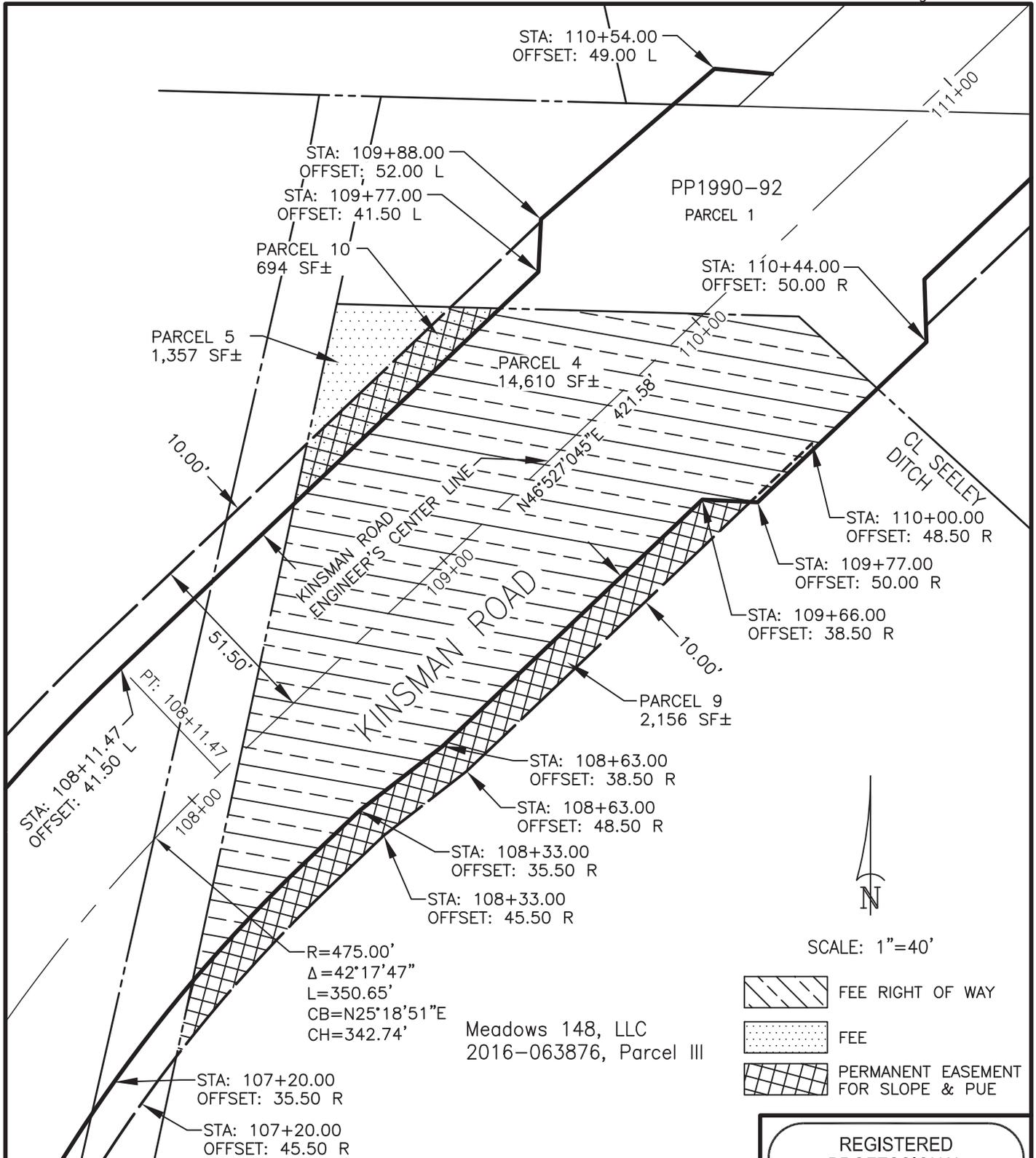
OREGON
JULY 15, 2003
JERRY V. OSGOOD
51671LS

RENEWS: 12/31/20

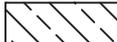
EXHIBIT B

Page 241 of 294

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



SCALE: 1"=40'

-  FEE RIGHT OF WAY
-  FEE
-  PERMANENT EASEMENT FOR SLOPE & PUE

Property Vested in:

Meadows 148, LLC

Fee & Permanent Easement – Slope/PUE
5TH STREET TO KINSMAN EXTENSION

3 IW 23B 00600



808 SW 3rd Ave., Ste. 300
Portland, OR 97204
Phone: (503) 287-6825

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED
2019.03.22 12:51:43-07'00"

OREGON
JULY 15, 2003
JERRY V. OSGOOD
51671LS

RENEWS: 12/31/20

EXHIBIT A



808 sw third avenue, suite 300
portland, oregon 97204
503.287-6825 • fax 503.415-2304
www.otak.com

LEGAL DESCRIPTION

PARCEL 1 - TEMPORARY EASEMENT FOR CONSTRUCTION 5th STREET TO KINSMAN EXTENSION 3 1W 23B 00600

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Parcel III and described in that Statutory Warranty Deed to Meadows 148, LLC, recorded September 19, 2016 as Recorder’s Fee No. 2016-063876, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land variable in width, lying on the Northerly side of the center line of SW 5th Street, which center line is described as follows:

Beginning at SW 5th Street Engineer’s center line Station 21+50.00, said station being 380.37 feet West and 717.02 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence South 47° 34’ 14” East 68.03 feet; thence on a 475.00 foot radius curve left (the long chord of which bears South 66° 42’ 08” East 311.35 feet) 317.22 feet; thence South 85° 50’ 02” East 233.06 feet; thence on a 480.00 foot radius curve right (the long chord of which bears South 60° 20’ 55” East 413.07 feet) 427.01 feet to a point of reverse curvature; thence on a 475.00 foot radius curve left (the long chord of which bears South 61° 40’ 18” East 428.46 feet) 444.50 feet to SW 5th Street Engineer’s center line Station 36+39.82, said station being equal to record 5th Street center line Station 15+21.87, said record center line shown on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon; thence along said record center line South 88° 28’ 48” East 75.72 feet; thence leaving said record center line on a 475.00 foot radius curve right (the long chord of which bears South 84° 00’ 23” East 74.10 feet) 74.18 feet to SW 5th Street Engineer’s center line Station 37+89.72, said station being equal to said record 5th Street center line Station 13+71.82; thence along said record center line South 79° 31’ 58” East 371.82 feet to SW 5th Street Engineer’s center line Station 41+61.54, said station being equal to said record 5th Street center line Station 10+00.00.

Property Vested in:
Meadows 148, LLC
3 1W 23B 00600

EXHIBIT A

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

Station	to	Station	Width on Northerly Side of Center Line
25+90.00		26+32.00	202.00 in a straight line to 133.00
26+32.00		26+52.00	133.00 in a straight line to 86.00
26+52.00		26+57.00	86.00 in a straight line to 46.00

EXCEPT therefrom those Fee and Permanent Easement parcels concurrently acquired for this project.

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 3,639 square feet, more or less.

Property Vested in:
Meadows 148, LLC
3 1W 23B 00600

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 2 - TEMPORARY EASEMENT FOR CONSTRUCTION
 5th STREET TO KINSMAN EXTENSION
 3 1W 23B 00600

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Parcel III and described in that Statutory Warranty Deed to Meadows 148, LLC, recorded September 19, 2016 as Recorder’s Fee No. 2016-063876, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land variable in width, lying on the Northerly side of the center line of SW 5th Street, 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
28+15.00		28+64.00	37.50 in a straight line to 48.00
28+64.00		29+50.00	48.00 in a straight line to 48.00
29+50.00		29+68.00	48.00 in a straight line to 65.00
29+68.00		30+03.00	65.00 in a straight line to 83.00
30+03.00		30+55.00	83.00 in a straight line to 54.00

EXCEPT therefrom those Fee and Permanent Easement parcels concurrently acquired for this project.

The above described parcel of land contains 2,926 square feet, more or less.

Property Vested in:
 Meadows 148, LLC
 3 1W 23B 00600

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 3 - TEMPORARY EASEMENT FOR CONSTRUCTION
 5th STREET TO KINSMAN EXTENSION
 3 1W 23B 00600

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Parcel III and described in that Statutory Warranty Deed to Meadows 148, LLC, recorded September 19, 2016 as Recorder's Fee No. 2016-063876, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land variable in width, lying on the Southeasterly side of the center line of SW Kinsman Road, which center line is described as follows:

Beginning at SW Kinsman Road Engineer's center line Station 100+00.00, said station being 32.21 feet West and 969.23 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence North 04° 09' 58" East 460.82 feet; thence on a 475.00 foot radius curve right (the long chord of which bears North 25° 18' 51" East 342.74 feet) 350.65 feet; thence North 46° 27' 45" East 421.58 feet to SW Kinsman Road Engineer's center line Station 112+33.05, said station being equal to record Kinsman Road center line Station 4+41.38, said record center line shown on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon; thence along said record center line on a 305.00 foot radius curve left (the long chord of which bears North 23° 47' 24" East 235.13 feet) 241.38 feet; thence continuing along said record center line North 01° 07' 03" East 102.55 feet to SW Kinsman Road Engineer's center line Station 115+76.98, said station being equal to said record Kinsman Road center line Station 0+97.45.

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

Station	to	Station	Width on Southeasterly Side of Center Line
109+66.00		109+94.00	48.50 in a straight line to 84.00
109+94.00		110+41.00	84.00

EXCEPT therefrom those Fee and Permanent Easement parcels concurrently acquired for this project.

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 1,548 square feet, more or less.



Property Vested in:
 Meadows 148, LLC
 3 1W 23B 00600

EXHIBIT A



808 sw third avenue, suite 300
portland, oregon 97204
503.287-6825 • fax 503.415-2304
www.otak.com

LEGAL DESCRIPTION

PARCEL 1 - FEE

5th STREET TO KINSMAN EXTENSION

3 1W 23BD 00101

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Parcel I and described in that Statutory Warranty Deed to Meadows 148, LLC, recorded September 19, 2016 as Recorder's Fee No. 2016-063876, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land 33.50 feet in width, lying on the Northerly side of the center line of SW 5th Street, which center line is described as follows:

Beginning at SW 5th Street Engineer's center line Station 21+50.00, said station being 380.37 feet West and 717.02 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence South 47° 34' 14" East 68.03 feet; thence on a 475.00 foot radius curve left (the long chord of which bears South 66° 42' 08" East 311.35 feet) 317.22 feet; thence South 85° 50' 02" East 233.06 feet; thence on a 480.00 foot radius curve right (the long chord of which bears South 60° 20' 55" East 413.07 feet) 427.01 feet to a point of reverse curvature; thence on a 475.00 foot radius curve left (the long chord of which bears South 61° 40' 18" East 428.46 feet) 444.50 feet to SW 5th Street Engineer's center line Station 36+39.82, said station being equal to record 5th Street center line Station 15+21.87, said record center line shown on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon; thence along said record center line South 88° 28' 48" East 75.72 feet; thence leaving said record center line on a 475.00 foot radius curve right (the long chord of which bears South 84° 00' 23" East 74.10 feet) 74.18 feet to SW 5th Street Engineer's center line Station 37+89.72, said station being equal to said record 5th Street center line Station 13+71.82; thence along said record center line South 79° 31' 58" East 371.82 feet to SW 5th Street Engineer's center line Station 41+61.54, said station being equal to said record 5th Street center line Station 10+00.00.

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 502 square feet, more or less.

Property Vested in:

Meadows 148, LLC
3 1W 23BD 00101

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 2 – PERMANENT EASEMENT FOR SLOPES
 5th STREET TO KINSMAN EXTENSION
 3 1W 23BD 00101

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Parcel I and described in that Statutory Warranty Deed to Meadows 148, LLC, recorded September 19, 2016 as Recorder’s Fee No. 2016-063876, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land variable in width, lying on the Northerly side of the center line of SW 5th Street, 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
36+78.00		37+32.00	43.00 in a straight line to 67.00
37+32.00		37+54.00	67.00 in a straight line to 51.00
37+54.00		37+85.00	51.00 in a straight line to 49.00
37+85.00		38+64.00	49.00 in a straight line to 48.00
38+64.00		39+00.00	48.00 in a straight line to 41.50

EXCEPT therefrom Parcel 1.

The above described parcel of land contains 2,400 square feet, more or less.

Property Vested in:
 Meadows 148, LLC
 3 1W 23BD 00101

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 3 – PERMANENT EASEMENT FOR PUBLIC UTILITIES
 5th STREET TO KINSMAN EXTENSION
 3 1W 23BD 00101

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Parcel I and described in that Statutory Warranty Deed to Meadows 148, LLC, recorded September 19, 2016 as Recorder’s Fee No. 2016-063876, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land variable in width, lying on the Northerly side of the center line of SW 5th Street, 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
37+15.54		37+43.00	41.50
37+43.00		37+85.00	41.50 in a straight line to 49.00
37+85.00		38+64.00	49.00 in a straight line to 48.00
38+64.00		39+00.00	48.00 in a straight line to 41.50

EXCEPT therefrom Parcel 1.

The above described parcel of land contains 2,054 square feet, more or less. This parcel lies entirely within Parcel 2.

Property Vested in:
 Meadows 148, LLC
 3 1W 23BD 00101

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 4 – PERMANENT EASEMENT FOR ELECTRICAL FACILITIES AND SLOPES
5th STREET TO KINSMAN EXTENSION
3 1W 23BD 00101

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Parcel I and described in that Statutory Warranty Deed to Meadows 148, LLC, recorded September 19, 2016 as Recorder’s Fee No. 2016-063876, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land variable in width, lying on the Northerly side of the center line of SW 5th Street, 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
38+44.00		38+53.00	59.00 in a straight line to 68.00
38+53.00		38+83.00	68.00 in a straight line to 69.00
38+83.00		39+00.00	69.00 in a straight line to 64.00

EXCEPT therefrom Parcels 1, 2 and 3.

The above described parcel of land contains 1,003 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED
2019.03.22 14:27:22-07'00'

OREGON
JULY 15, 2003
JERRY V. OSGOOD
51671

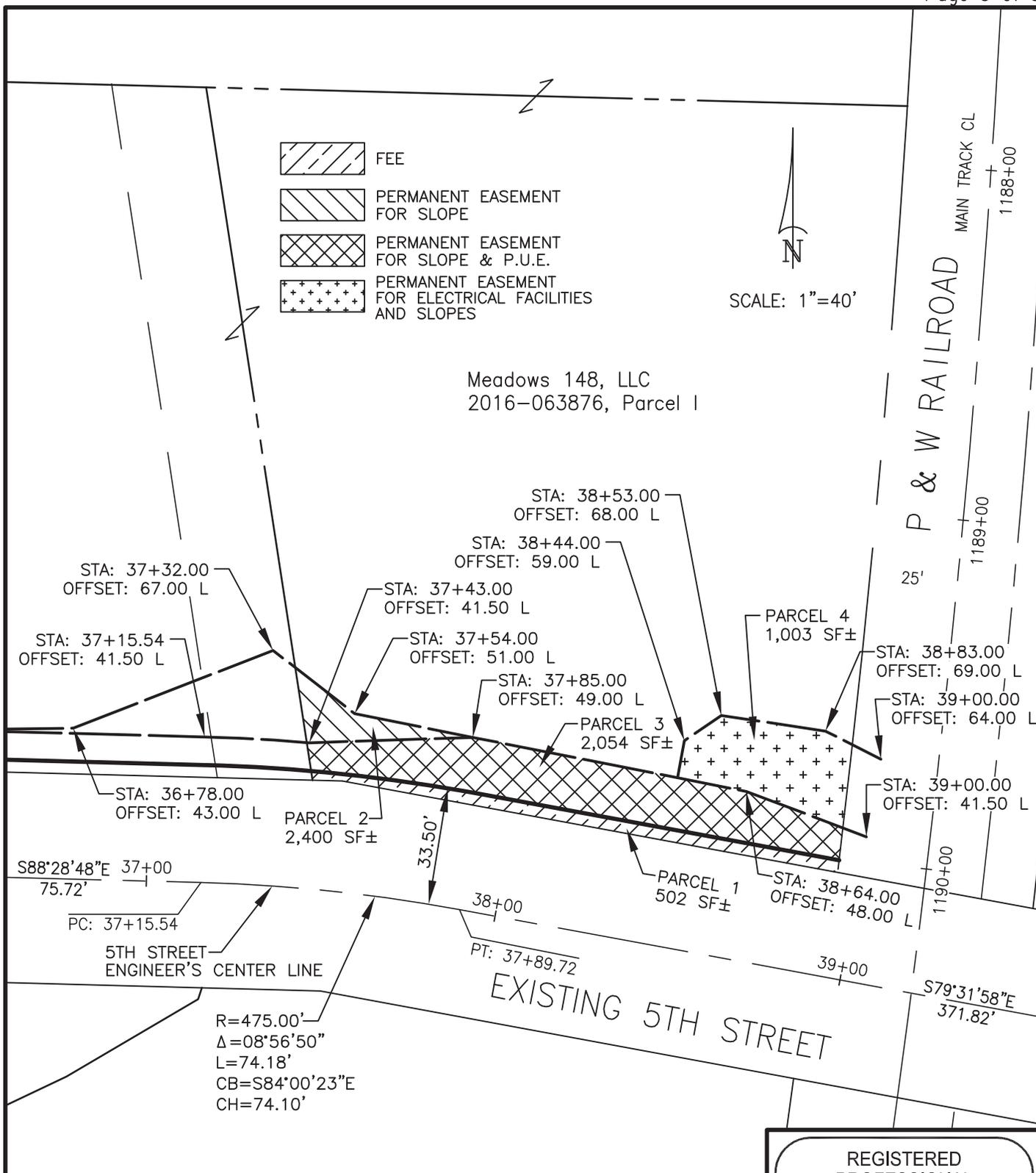
RENEWS: 12/31/20

Property Vested in:
Meadows 148, LLC
3 1W 23BD 00101

EXHIBIT B

Page 220 of 294

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



Property Vested in:
Meadows 148, LLC

Fee & Permanent Easement Slopes/PUE
5TH STREET TO KINSMAN EXTENSION
3 IW 23BD 00101



808 SW 3rd Ave., Ste. 300
Portland, OR 97204
Phone: (503) 287-6825

REGISTERED PROFESSIONAL LAND SURVEYOR

DIGITALLY SIGNED
2019.03.22 14:27:01-07'00'

OREGON
JULY 15, 2003
JERRY V. OSGOOD
51671LS

RENEWS: 12/31/20

EXHIBIT A



808 sw third avenue, suite 300
portland, oregon 97204
503.287-6825 • fax 503.415-2304
www.otak.com

LEGAL DESCRIPTION TEMPORARY EASEMENT FOR CONSTRUCTION 5th STREET TO KINSMAN EXTENSION 3 1W 23BD 00101

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Parcel I and described in that Statutory Warranty Deed to Meadows 148, LLC, recorded September 19, 2016 as Recorder's Fee No. 2016-063876, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land variable in width, lying on the Northerly side of the center line of SW 5th Street, which center line is described as follows:

Beginning at SW 5th Street Engineer's center line Station 21+50.00, said station being 380.37 feet West and 717.02 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence South 47° 34' 14" East 68.03 feet; thence on a 475.00 foot radius curve left (the long chord of which bears South 66° 42' 08" East 311.35 feet) 317.22 feet; thence South 85° 50' 02" East 233.06 feet; thence on a 480.00 foot radius curve right (the long chord of which bears South 60° 20' 55" East 413.07 feet) 427.01 feet to a point of reverse curvature; thence on a 475.00 foot radius curve left (the long chord of which bears South 61° 40' 18" East 428.46 feet) 444.50 feet to SW 5th Street Engineer's center line Station 36+39.82, said station being equal to record 5th Street center line Station 15+21.87, said record center line shown on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon; thence along said record center line South 88° 28' 48" East 75.72 feet; thence leaving said record center line on a 475.00 foot radius curve right (the long chord of which bears South 84° 00' 23" East 74.10 feet) 74.18 feet to SW 5th Street Engineer's center line Station 37+89.72, said station being equal to said record 5th Street center line Station 13+71.82; thence along said record center line South 79° 31' 58" East 371.82 feet to SW 5th Street Engineer's center line Station 41+61.54, said station being equal to said record 5th Street center line Station 10+00.00.

Property Vested in:

Meadows 148, LLC
3 1W 23BD 00101

EXHIBIT A

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

Station	to	Station	Width on Northerly Side of Center Line
36+78.00		37+11.00	46.00 in a straight line to 60.00
37+11.00		37+15.00	60.00 in a straight line to 76.00
37+15.00		37+41.00	76.00 in a straight line to 69.00
37+41.00		37+54.00	63.00 in a straight line to 54.00
37+54.00		38+41.00	54.00 in a straight line to 51.00
38+41.00		38+51.00	60.00 in a straight line to 71.00
38+51.00		38+83.00	71.00 in a straight line to 72.00
38+83.00		39+00.00	72.00 in a straight line to 64.00

EXCEPT therefrom those Fee and Permanent Easement parcels concurrently acquired for this project.

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 530 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED
2019.03.22 14:25:57-07'00'

OREGON
JULY 15, 2003
JERRY V. OSGOOD
51671

RENEWS: 12/31/20

Property Vested in:

Meadows 148, LLC
3 1W 23BD 00101

EXHIBIT A



LEGAL DESCRIPTION

PARCEL 1 - FEE

5th STREET TO KINSMAN EXTENSION

3 1W 23BD 00200

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property described in that Statutory Warranty Deed to Meadows 148, LLC, recorded March 20, 2017 as Recorder's Fee No. 2017-018340, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land variable in width, lying on the Northerly side of the center line of SW 5th Street, which center line is described as follows:

Beginning at SW 5th Street Engineer's center line Station 21+50.00, said station being 380.37 feet West and 717.02 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence South 47° 34' 14" East 68.03 feet; thence on a 475.00 foot radius curve left (the long chord of which bears South 66° 42' 08" East 311.35 feet) 317.22 feet; thence South 85° 50' 02" East 233.06 feet; thence on a 480.00 foot radius curve right (the long chord of which bears South 60° 20' 55" East 413.07 feet) 427.01 feet to a point of reverse curvature; thence on a 475.00 foot radius curve left (the long chord of which bears South 61° 40' 18" East 428.46 feet) 444.50 feet to SW 5th Street Engineer's center line Station 36+39.82, said station being equal to record 5th Street center line Station 15+21.87, said record center line shown on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon; thence along said record center line South 88° 28' 48" East 75.72 feet; thence leaving said record center line on a 475.00 foot radius curve right (the long chord of which bears South 84° 00' 23" East 74.10 feet) 74.18 feet to SW 5th Street Engineer's center line Station 37+89.72, said station being equal to said record 5th Street center line Station 13+71.82; thence along said record center line South 79° 31' 58" East 371.82 feet to SW 5th Street Engineer's center line Station 41+61.54, said station being equal to said record 5th Street center line Station 10+00.00.

Property Vested in:

Meadows 148, LLC
 3 1W 23BD 00200

EXHIBIT A

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

Station	to	Station	Width on Northerly Side of Center Line
34+50.00		35+76.12	29.50
35+76.12		36+39.82	29.50 in a straight line to 33.50
36+39.82		37+60.00	33.50

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 1,338 square feet, more or less.

Property Vested in:
Meadows 148, LLC
3 1W 23BD 00200

EXHIBIT A**LEGAL DESCRIPTION**

**PARCEL 2 – PERMANENT EASEMENT FOR SLOPES
5th STREET TO KINSMAN EXTENSION
3 1W 23BD 00200**

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property described in that Statutory Warranty Deed to Meadows 148, LLC, recorded March 20, 2017 as Recorder's Fee No. 2017-018340, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land variable in width, lying on the Northerly side of the center line of SW 5th Street, 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
34+50.00		35+75.54	37.50
35+75.54		36+39.82	37.50 in a straight line to 41.50
36+39.82		36+78.00	41.50 in a straight line to 43.00
36+78.00		37+32.00	43.00 in a straight line to 67.00
37+32.00		37+54.00	67.00 in a straight line to 51.00

EXCEPT therefrom Parcel 1.

The above described parcel of land contains 2,893 square feet, more or less.

Property Vested in:

Meadows 148, LLC
3 1W 23BD 00200

EXHIBIT A**LEGAL DESCRIPTION**

**PARCEL 3 – PERMANENT EASEMENT FOR UTILITIES
5th STREET TO KINSMAN EXTENSION
3 1W 23BD 00200**

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property described in that Statutory Warranty Deed to Meadows 148, LLC, recorded March 20, 2017 as Recorder's Fee No. 2017-018340, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land variable in width, lying on the Northerly side of the center line of SW 5th Street, 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
34+50.00		35+75.54	37.50
35+75.54		36+39.82	37.50 in a straight line to 41.50
36+39.82		37+54.00	41.50

EXCEPT therefrom Parcel 1.

The above described parcel of land contains 1,919 square feet, more or less. This parcel lies entirely within Parcel 2.

Property Vested in:

Meadows 148, LLC
3 1W 23BD 00200

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 4 – PERMANENT EASEMENT FOR DRAINAGE FACILITIES
5th STREET TO KINSMAN EXTENSION
3 1W 23BD 00200

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property described in that Statutory Warranty Deed to Meadows 148, LLC, recorded March 20, 2017 as Recorder's Fee No. 2017-018340, Film Records of Clackamas County; said parcel being that portion of said property 15.00 feet in width, lying 7.50 feet on each side of the following described line:

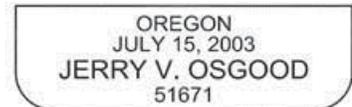
Beginning at a point opposite and 17.02 feet Northerly of Engineer's Station 37+15.54 on the center line of SW 5th Street, which center line is described in Parcel 1; thence North 16° 24' 11" East 49.35 feet to a point opposite and 64.86 feet Northerly of Engineer's Station 37+26.70 on said center line.

EXCEPT therefrom Parcel 1.

The above described parcel of land contains 485 square feet, more or less. 458 square feet of this parcel lies within Parcel 2.



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RENEWES: 12/31/20

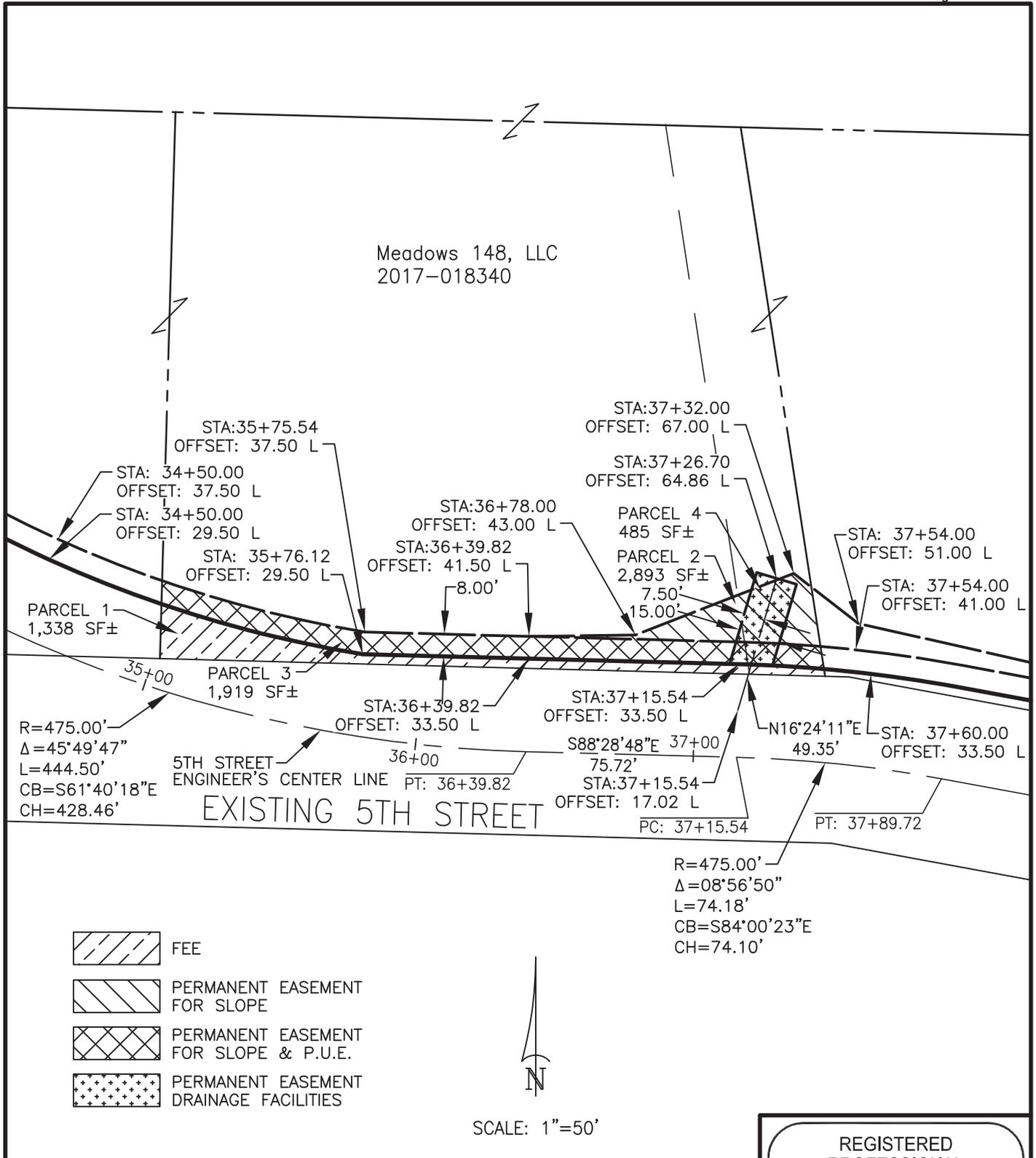
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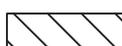
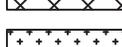
Meadows 148, LLC
3 1W 23BD 00200

EXHIBIT B

Page 228 of 294

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



-  FEE
-  PERMANENT EASEMENT FOR SLOPE
-  PERMANENT EASEMENT FOR SLOPE & P.U.E.
-  PERMANENT EASEMENT DRAINAGE FACILITIES

SCALE: 1"=50'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED
2019.03.22 15:50:13-07'00"

OREGON
JULY 15, 2003
JERRY V. OSGOOD
51671LS

RENEWS: 12/31/20

Property Vested in:
Meadows 148, LLC

Fee, Permanent Easement Slope, PUE,
Drainage Facilities
5TH STREET TO KINSMAN EXTENSION
3 IW 23BD 00200

Otak
808 SW 3rd Ave., Ste. 300
Portland, OR 97204
Phone: (503) 287-6825
www.otak.com

EXHIBIT A



808 sw third avenue, suite 300
portland, oregon 97204
503.287-6825 • fax 503.415-2304
www.otak.com

LEGAL DESCRIPTION TEMPORARY EASEMENT FOR CONSTRUCTION 5th STREET TO KINSMAN EXTENSION 3 1W 23BD 00200

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property described in that Statutory Warranty Deed to Meadows 148, LLC, recorded March 20, 2017 as Recorder's Fee No. 2017-018340, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land variable in width, lying on the Northerly side of the center line of SW 5th Street, which center line is described as follows:

Beginning at SW 5th Street Engineer's center line Station 21+50.00, said station being 380.37 feet West and 717.02 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence South 47° 34' 14" East 68.03 feet; thence on a 475.00 foot radius curve left (the long chord of which bears South 66° 42' 08" East 311.35 feet) 317.22 feet; thence South 85° 50' 02" East 233.06 feet; thence on a 480.00 foot radius curve right (the long chord of which bears South 60° 20' 55" East 413.07 feet) 427.01 feet to a point of reverse curvature; thence on a 475.00 foot radius curve left (the long chord of which bears South 61° 40' 18" East 428.46 feet) 444.50 feet to SW 5th Street Engineer's center line Station 36+39.82, said station being equal to record 5th Street center line Station 15+21.87, said record center line shown on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon; thence along said record center line South 88° 28' 48" East 75.72 feet; thence leaving said record center line on a 475.00 foot radius curve right (the long chord of which bears South 84° 00' 23" East 74.10 feet) 74.18 feet to SW 5th Street Engineer's center line Station 37+89.72, said station being equal to said record 5th Street center line Station 13+71.82; thence along said record center line South 79° 31' 58" East 371.82 feet to SW 5th Street Engineer's center line Station 41+61.54, said station being equal to said record 5th Street center line Station 10+00.00.

Property Vested in:

Meadows 148, LLC
3 1W 23BD 00200

EXHIBIT A

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

Station	to	Station	Width on Northerly Side of Center Line
35+00.00		35+90.00	37.50 in a straight line to 40.00
35+90.00		36+78.00	40.00 in a straight line to 46.00
36+78.00		37+11.00	46.00 in a straight line to 60.00
37+11.00		37+15.00	60.00 in a straight line to 76.00
37+15.00		37+41.00	76.00 in a straight line to 69.00

EXCEPT therefrom those Fee and Permanent Easement parcels concurrently acquired for this project.

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 782 square feet, more or less.



Property Vested in:
Meadows 148, LLC
3 1W 23BD 00200

EXHIBIT A



LEGAL DESCRIPTION

PARCEL 1 - FEE

5th STREET TO KINSMAN EXTENSION

3 1W 23BD 00300

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Parcel II and described in that Statutory Warranty Deed to Meadows 148, LLC, recorded September 19, 2016 as Recorder's Fee No. 2016-063876, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land 29.50 feet in width, lying on the Northeasterly side of the center line of SW 5th Street, which center line is described as follows:

Beginning at SW 5th Street Engineer's center line Station 21+50.00, said station being 380.37 feet West and 717.02 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence South 47° 34' 14" East 68.03 feet; thence on a 475.00 foot radius curve left (the long chord of which bears South 66° 42' 08" East 311.35 feet) 317.22 feet; thence South 85° 50' 02" East 233.06 feet; thence on a 480.00 foot radius curve right (the long chord of which bears South 60° 20' 55" East 413.07 feet) 427.01 feet to a point of reverse curvature; thence on a 475.00 foot radius curve left (the long chord of which bears South 61° 40' 18" East 428.46 feet) 444.50 feet to SW 5th Street Engineer's center line Station 36+39.82, said station being equal to record 5th Street center line Station 15+21.87, said record center line shown on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon; thence along said record center line South 88° 28' 48" East 75.72 feet; thence leaving said record center line on a 475.00 foot radius curve right (the long chord of which bears South 84° 00' 23" East 74.10 feet) 74.18 feet to SW 5th Street Engineer's center line Station 37+89.72, said station being equal to said record 5th Street center line Station 13+71.82; thence along said record center line South 79° 31' 58" East 371.82 feet to SW 5th Street Engineer's center line Station 41+61.54, said station being equal to said record 5th Street center line Station 10+00.00.

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 9,477 square feet, more or less.

Property Vested in:

Meadows 148, LLC
3 1W 23BD 00300

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 2 - FEE

5th STREET TO KINSMAN EXTENSION

3 1W 23BD 00300

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Parcel II and described in that Statutory Warranty Deed to Meadows 148, LLC, recorded September 19, 2016 as Recorder's Fee No. 2016-063876, Film Records of Clackamas County; said parcel being that portion of said property lying between the center line of SW 5th Street, which center line is described in Parcel 1, and the following described line;

Beginning at a point opposite and 43.50 feet Southerly of Engineer's Station 25+35.24 on the center line of SW 5th Street, which center line is described in Parcel 1; thence South 85° 50' 02" East 82.28 feet; thence on a 91.50 foot radius curve right (the long chord of which bears South 69° 45' 33" East 50.67 feet) 51.34 feet to a point of reverse curvature; thence on a 168.50 foot radius curve left (the long chord of which bears South 81° 37' 28" East 157.90 feet) 164.34 feet to a point of reverse curvature; thence on a 151.50 foot radius curve right (the long chord of which bears South 82° 33' 56" East 137.55 feet) 142.78 feet; thence South 55° 34' 00" East 89.41 feet; thence on a 151.50 foot radius curve right (the long chord of which bears South 30° 19' 50" East 129.18 feet) 133.46 feet to a point of reverse curvature; thence on a 108.50 foot radius curve left (the long chord of which bears South 46° 30' 47" East 143.56 feet) 156.87 feet to a point of reverse curvature; thence on a 91.50 foot radius curve right (the long chord of which bears South 72° 49' 29" East 47.69 feet) 48.25 feet to a point of reverse curvature; thence on a 512.00 foot radius curve left (the long chord of which bears South 58° 38' 06" East 16.39 feet) 16.39 feet; thence South 85° 07' 08" East 110.04 feet to Engineer's Station 35+00.00 on said center line.

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 16,049 square feet, more or less.

Property Vested in:

Meadows 148, LLC

3 1W 23BD 00300

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 3 - FEE

5th STREET TO KINSMAN EXTENSION

3 1W 23BD 00300

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Parcel II and described in that Statutory Warranty Deed to Meadows 148, LLC, recorded September 19, 2016 as Recorder's Fee No. 2016-063876, Film Records of Clackamas County; said parcel being that portion of said property lying Southwesterly of and adjoining Parcel 2.

The above described parcel of land contains 13,143 square feet, more or less.

Property Vested in:

Meadows 148, LLC

3 1W 23BD 00300

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 4 – PERMANENT EASEMENT FOR SLOPES AND PUBLIC UTILITIES
5th STREET TO KINSMAN EXTENSION
3 1W 23BD 00300

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Parcel II and described in that Statutory Warranty Deed to Meadows 148, LLC, recorded September 19, 2016 as Recorder’s Fee No. 2016-063876, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land variable in width, lying on the Northerly side of the center line of SW 5th Street, 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
31+30.00		33+37.00	37.50
33+37.00		33+70.00	37.50 in a straight line to 44.00
33+70.00		34+06.00	44.00 in a straight line to 44.00
34+06.00		34+48.00	44.00 in a straight line to 37.50
34+48.00		35+25.00	37.50

EXCEPT therefrom Parcel 1.

The above described parcel of land contains 2,828 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

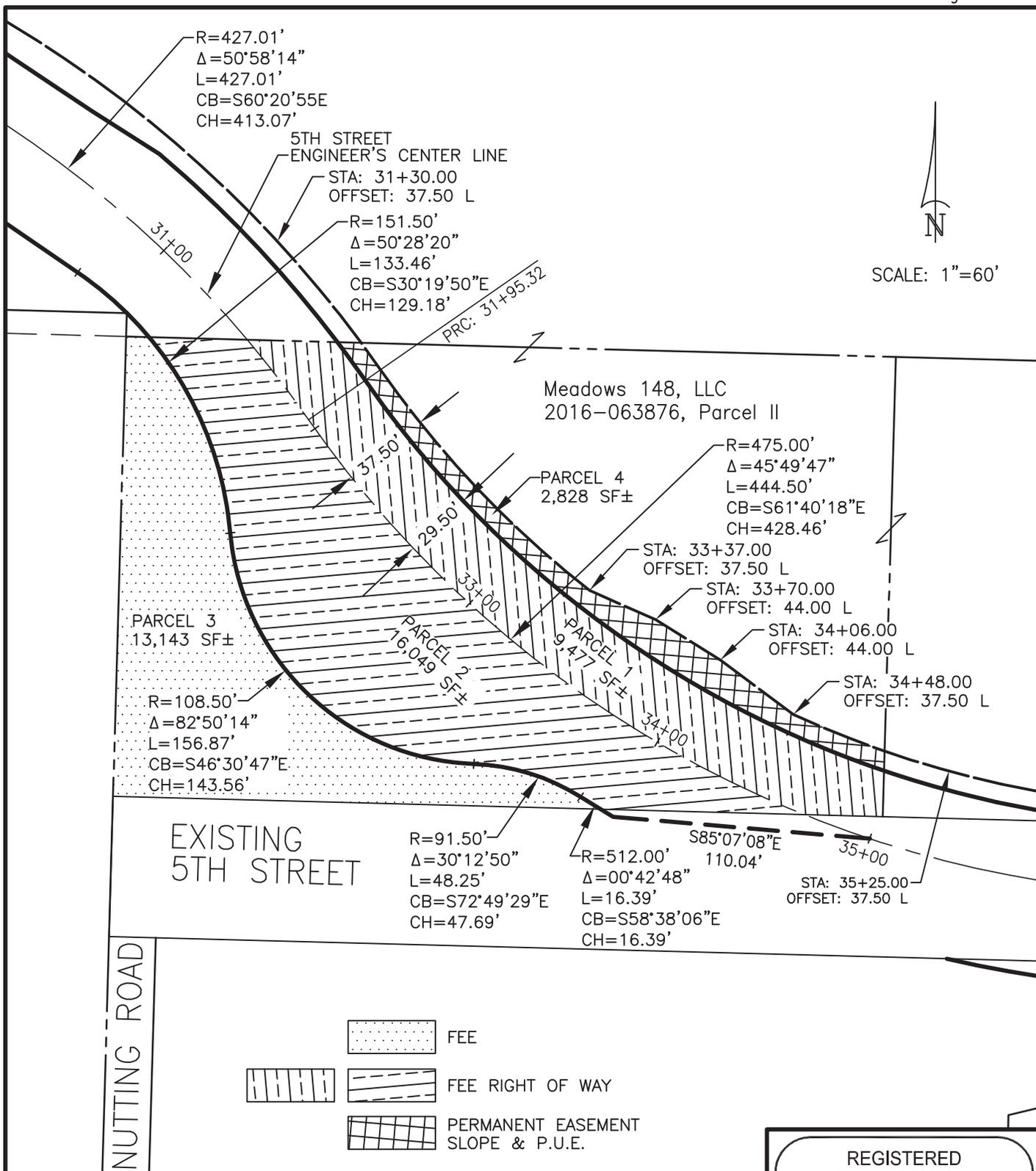
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2019.03.22 15:57:38-07'00'

OREGON
JULY 15, 2003
JERRY V. OSGOOD
51671

RENEWS: 12/31/20

Property Vested in:

Meadows 148, LLC
3 1W 23BD 00300



SCALE: 1"=60'

Property Vested in:
Meadows 148, LLC

Fee & Permanent Easement Slope/PUE
5TH STREET TO KINSMAN EXTENSION
3 IW 23BD 00300

Otak
808 SW 3rd Ave., Ste. 300
Portland, OR 97204
Phone: (503) 287-6825
www.otak.com

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED
2019.03.22 15:57:15-07'00'

OREGON
JULY 15, 2003
JERRY V. OSGOOD
51671LS

RENEWS: 12/31/20

EXHIBIT A



808 sw third avenue, suite 300
portland, oregon 97204
503.287-6825 • fax 503.415-2304
www.otak.com

LEGAL DESCRIPTION TEMPORARY EASEMENT FOR CONSTRUCTION 5th STREET TO KINSMAN EXTENSION 3 1W 23BD 00300

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Parcel II and described in that Statutory Warranty Deed to Meadows 148, LLC, recorded September 19, 2016 as Recorder's Fee No. 2016-063876, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land variable in width, lying on the Northeasterly side of the center line of SW 5th Street, which center line is described as follows:

Beginning at SW 5th Street Engineer's center line Station 21+50.00, said station being 380.37 feet West and 717.02 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence South 47° 34' 14" East 68.03 feet; thence on a 475.00 foot radius curve left (the long chord of which bears South 66° 42' 08" East 311.35 feet) 317.22 feet; thence South 85° 50' 02" East 233.06 feet; thence on a 480.00 foot radius curve right (the long chord of which bears South 60° 20' 55" East 413.07 feet) 427.01 feet to a point of reverse curvature; thence on a 475.00 foot radius curve left (the long chord of which bears South 61° 40' 18" East 428.46 feet) 444.50 feet to SW 5th Street Engineer's center line Station 36+39.82, said station being equal to record 5th Street center line Station 15+21.87, said record center line shown on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon; thence along said record center line South 88° 28' 48" East 75.72 feet; thence leaving said record center line on a 475.00 foot radius curve right (the long chord of which bears South 84° 00' 23" East 74.10 feet) 74.18 feet to SW 5th Street Engineer's center line Station 37+89.72, said station being equal to said record 5th Street center line Station 13+71.82; thence along said record center line South 79° 31' 58" East 371.82 feet to SW 5th Street Engineer's center line Station 41+61.54, said station being equal to said record 5th Street center line Station 10+00.00.

Property Vested in:

Meadows 148, LLC
3 1W 23BD 00300

EXHIBIT A

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

Station	to	Station	Width on Northeasterly Side of Center Line
33+92.00		33+95.00	44.29 in a straight line to 74.00
33+95.00		34+28.00	74.00 in a straight line to 74.00
34+28.00		34+33.00	74.00 in a straight line to 45.00
34+33.00		34+48.00	45.00 in a straight line to 37.50

EXCEPT therefrom those Fee and Permanent Easement parcels concurrently acquired for this project.

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 1,057 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED
2019.03.22 15:55:41-07'00'

OREGON
JULY 15, 2003
JERRY V. OSGOOD
51671

RENEWS: 12/31/20

Property Vested in:

Meadows 148, LLC
3 1W 23BD 00300

EXHIBIT A



808 sw third avenue, suite 300
portland, oregon 97204
503.287-6825 • fax 503.415-2304
www.otak.com

LEGAL DESCRIPTION

PERMANENT EASEMENT FOR STREET RIGHT OF WAY

5th STREET TO KINSMAN EXTENSION

3 1W 23BD - PORTLAND & WESTERN RAILROAD COMPANY

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Southeast Quarter of the Northwest Quarter Section 23, Township 3 South, Range 1 West, W.M., and being a portion of the Genesee and Wyoming Railroad right of way, currently operating as Portland and Western Railroad Company (formerly Burlington Northern and Santa Fe Railway, formerly Oregon Electric Railway), and described in Attachment 1 of that Quitclaim Deed to State of Oregon, by and through the Oregon Department of Transportation, recorded September 15, 1998 as Recorder's Fee No. 98-086279, Film Records of Clackamas County; said parcel being that portion of said right of way lying between lines at right angles to the Portland and Western Railroad center line at Engineer's Stations 1190+00.00 and 1190+78.00, which center line is shown on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon, and described as follows:

Beginning at the Portland and Western Railroad Company Engineer's center line Station 1175+00.00, said station being 2,489.63 feet East and 273.77 feet South of the Northwest corner of Section 23, Township 3 South, Range 1 West, W.M.; thence South 01° 33' 29" West 1,100.78 feet; thence on a spiral curve right (the long chord of which bears South 01° 48' 29" West 100.00 feet) 100.00 feet; thence on a 3,819.72 foot radius curve right (the long chord of which bears South 04° 49' 10" West 334.73 feet) 334.84 feet to engineer's center line Station 1190+35.62, said station being equal to record 5th Street center line Station 12+40.95, said record center line shown on said County Survey No. 2017-241; thence continuing on said 3,819.72 foot radius curve right (the long chord of which bears South 08° 53' 36" West 208.33 feet) 208.35 feet to engineer's center line Station 1192+43.97 Back equals 1192+44.85 Ahead.

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 1,192 square feet, more or less, outside the existing easement.

Property Vested in:

State of Oregon, by and through the
Oregon Department of Transportation
3 1W 23BD - Portland and Western Railroad Company

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED
2019.03.22 16:20:22-07'00'

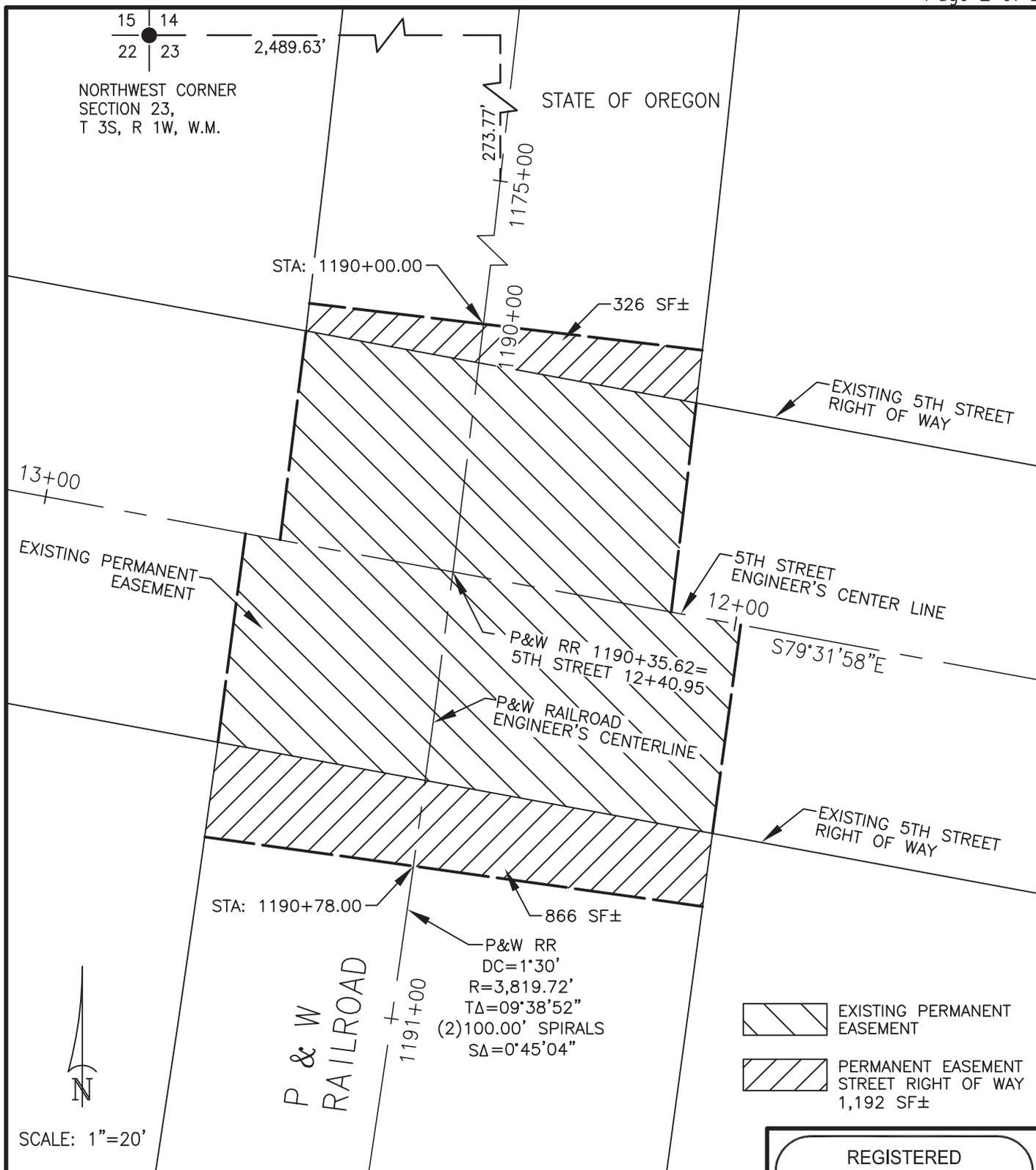
OREGON
JULY 15, 2003
JERRY V. OSGOOD
51671

RENEWS: 12/31/20

EXHIBIT B

Page 2 of 294

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED
2019.03.22 16:19:57-07'00'

OREGON
JULY 15, 2003
JERRY V. OSGOOD
51671LS

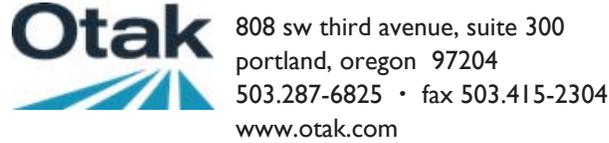
RENEWS: 12/31/20

Property Vested in:
STATE OF OREGON
PORTLAND AND
WESTERN RAILROAD,
OPERATOR

Permanent Easement – Street Right
of Way
5TH STREET TO KINSMAN EXTENSION
3 1W 23BD

Otak
808 SW 3rd Ave., Ste. 300
Portland, OR 97204
Phone: (503) 287-6825

EXHIBIT A



LEGAL DESCRIPTION TEMPORARY EASEMENT FOR CONSTRUCTION 5th STREET TO KINSMAN EXTENSION 3 1W 23AC 03800

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in Lot 3, Block A, WILSONVILLE, Clackamas County, Oregon, said parcel being that portion of said property included in a strip of land 35.00 feet in width, lying on the Easterly side of the center line of SW Boones Ferry Road, which center line is described as follows:

Beginning at SW Boones Ferry Road Engineer's center line Station 24+99.70, said station being 1,354.66 feet East and 1,801.47 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence North 10° 39' 56" East 328.72 feet; thence North 14° 48' 11" East 1,021.58 feet to SW Boones Ferry Road Engineer's center line Station 38+50.00.

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 250 square feet, more or less.



Property Vested in:

Carol Bonds Dickey, Tr.
Dickey Family Revocable Trust
3 1W 23AC 03800

EXHIBIT A



LEGAL DESCRIPTION TEMPORARY EASEMENT FOR CONSTRUCTION 5th STREET TO KINSMAN EXTENSION 3 1W 23AC 03400

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in Lots 6 and 7, Block A, WILSONVILLE, Clackamas County, Oregon, said parcel being that portion of said property included in a strip of land 35.00 feet in width, lying on the Easterly side of the center line of SW Boones Ferry Road, which center line is described as follows:

Beginning at SW Boones Ferry Road Engineer's center line Station 24+99.70, said station being 1,354.66 feet East and 1,801.47 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence North 10° 39' 56" East 328.72 feet; thence North 14° 48' 11" East 1,021.58 feet to SW Boones Ferry Road Engineer's center line Station 38+50.00.

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 390 square feet, more or less.



Property Vested in:
Maria Luise Lochmann
3 1W 23AC 03400

EXHIBIT A



808 sw third avenue, suite 300
 portland, oregon 97204
 503.287-6825 • fax 503.415-2304
 www.otak.com

LEGAL DESCRIPTION TEMPORARY EASEMENT FOR CONSTRUCTION 5th STREET TO KINSMAN EXTENSION 3 1W 23AC 04000

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in Lots 1 and 2, Block A, WILSONVILLE, Clackamas County, Oregon, said parcel being that portion of said property included in a strip of land variable in width, lying on the Easterly side of the center line of SW Boones Ferry Road, which center line is described as follows:

Beginning at SW Boones Ferry Road Engineer’s center line Station 24+99.70, said station being 1,354.66 feet East and 1,801.47 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence North 10° 39’ 56” East 328.72 feet; thence North 14° 48’ 11” East 1,021.58 feet to SW Boones Ferry Road Engineer’s center line Station 38+50.00.

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

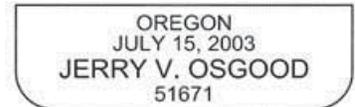
Station	to	Station	Width on Easterly Side of Center Line
30+00.00		30+13.00	40.00
30+13.00		30+21.00	40.00 in a straight line to 35.00
30+21.00		30+60.00	35.00

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 332 square feet, more or less.



DIGITALLY SIGNED
 2019.03.22 12:27:39-07'00'

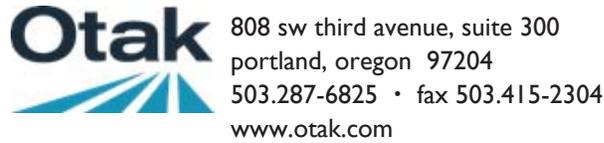


RENEWS: 12/31/20

Property Vested in:

Paul Missal
 3 1W 23AC 04000

EXHIBIT A



LEGAL DESCRIPTION

PARCEL 1 - FEE
 5th STREET TO KINSMAN EXTENSION
 3 1W 23B 00800

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Assessor’s Parcel No. 00818770 and described in that Statutory Bargain and Sale Deed to Toni Ardeth Bernert and David James Bernert, Trustees, Toni Ardeth Bernert Trust, recorded July 20, 2015 as Recorder’s Fee No. 2015-047432, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land lying on each side of the SW Kinsman Road center line, 41.50 feet in width on the Northwesterly side of said center line and 35.50 feet in width on the Southeasterly side of said center line, which center line is described as follows:

Beginning at SW Kinsman Road Engineer’s center line Station 100+00.00, said station being 32.21 feet West and 969.23 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence North 04° 09’ 58” East 460.82 feet; thence on a 475.00 foot radius curve right (the long chord of which bears North 25° 18’ 51” East 342.74 feet) 350.65 feet; thence North 46° 27’ 45” East 421.58 feet to SW Kinsman Road Engineer’s center line Station 112+33.05, said station being equal to record Kinsman Road center line Station 4+41.38, said record center line shown on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon; thence along said record center line on a 305.00 foot radius curve left (the long chord of which bears North 23° 47’ 24” East 235.13 feet) 241.38 feet; thence North 01° 07’ 03” East 102.55 feet to SW Kinsman Road Engineer’s center line Station 115+76.98, said station being equal to said record Kinsman Road center line Station 0+97.45.

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 14,811 square feet, more or less.

Property Vested in:

Toni Ardeth Bernert and David James Bernert, Trustees,
 Toni Ardeth Bernert Trust, et al.
 3 1W 23B 00800

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 2 - FEE

5th STREET TO KINSMAN EXTENSION

3 1W 23B 00800

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Assessor's Parcel No. 00818770 and described in that Statutory Bargain and Sale Deed to Toni Ardeth Bernert and David James Bernert, Trustees, Toni Ardeth Bernert Trust, recorded July 20, 2015 as Recorder's Fee No. 2015-047432, Film Records of Clackamas County; said parcel being that portion of said property lying Southeasterly of and adjoining Parcel 1.

The above described parcel of land contains 72 square feet, more or less.

Property Vested in:

Toni Ardeth Bernert and David James Bernert, Trustees,
Toni Ardeth Bernert Trust, et al.
3 1W 23B 00800

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 3 – PERMANENT EASEMENT FOR SLOPES AND PUBLIC UTILITIES
5th STREET TO KINSMAN EXTENSION
3 1W 23B 00800

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Assessor's Parcel No. 00818770 and described in that Statutory Bargain and Sale Deed to Toni Ardeth Bernert and David James Bernert, Trustees, Toni Ardeth Bernert Trust, recorded July 20, 2015 as Recorder's Fee No. 2015-047432, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land 51.50 feet in width, lying on the Northwestern side of the SW Kinsman Road center line, which center line is described in Parcel 1.

EXCEPT therefrom Parcel 1.

The above described parcel of land contains 2,706 square feet, more or less.

Property Vested in:

Toni Ardeth Bernert and David James Bernert, Trustees,
Toni Ardeth Bernert Trust, et al.
3 1W 23B 00800

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 4 – PERMANENT EASEMENT FOR SANITARY SEWER FACILITIES
5th STREET TO KINSMAN EXTENSION
3 1W 23B 00800

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Assessor’s Parcel No. 00818770 and described in that Statutory Bargain and Sale Deed to Toni Ardeth Bernert and David James Bernert, Trustees, Toni Ardeth Bernert Trust, recorded July 20, 2015 as Recorder’s Fee No. 2015-047432, Film Records of Clackamas County; said parcel being that portion of said property 15.00 feet in width, lying 7.50 feet on each side of the following described line:

Beginning at a point opposite and 11.12 feet Westerly of Engineer’s Station 106+99.65 on the center line of SW Kinsman Road, which center line is described in Parcel 1; thence North 12° 23’ 37” East 128.28 feet; thence North 00° 43’ 54” East 148.26 feet to a point opposite and 175.74 feet Northwesterly of Engineer’s Station 109+07.84 on said center line.

EXCEPT therefrom Parcel 1.

The above described parcel of land contains 3,050 square feet, more or less. 308 square feet of this parcel lies within Parcel 3.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED
2019.03.22 13:47:42-07'00'

OREGON
JULY 15, 2003
JERRY V. OSGOOD
51671

RENEWS: 12/31/20

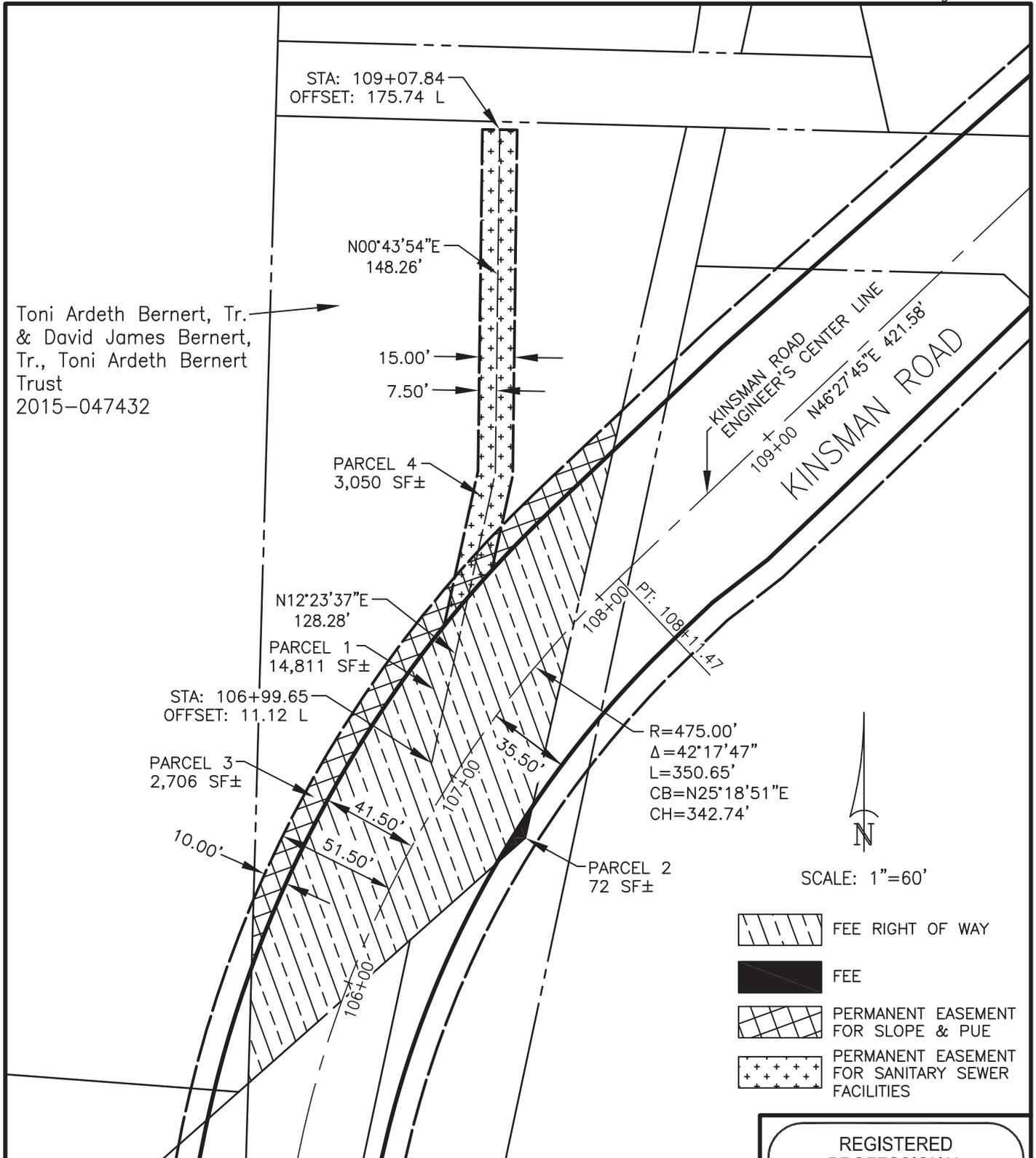
Property Vested in:

Toni Ardeth Bernert and David James Bernert, Trustees,
Toni Ardeth Bernert Trust, et al.
3 1W 23B 00800

EXHIBIT B

Page 247 of 294

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



Property Vested in:
 Toni Ardeth Bernert & David
 James Bernert, Trustees,
 Toni Ardeth Bernert Trust, et al.

Fee, Permanent Easement Slope ,PUE,
 Sanitary Sewer Facilities
 5TH STREET TO KINSMAN EXTENSION

3 IW 23B 00800



808 SW 3rd Ave., Ste. 300
 Portland, OR 97204
 Phone: (503) 287-6825
 www.otak.com

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

DIGITALLY SIGNED
 2019.03.22 13:47:09-07'00"

OREGON
 JULY 15, 2003
 JERRY V. OSGOOD
 51671LS

RENEWS: 12/31/20

EXHIBIT A



808 sw third avenue, suite 300
portland, oregon 97204
503.287-6825 • fax 503.415-2304
www.otak.com

LEGAL DESCRIPTION TEMPORARY EASEMENT FOR CONSTRUCTION 5th STREET TO KINSMAN EXTENSION 3 1W 23B 00800

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Assessor's Parcel No. 00818770 and described in that Statutory Bargain and Sale Deed to Toni Ardeth Bernert and David James Bernert, Trustees, Toni Ardeth Bernert Trust, recorded July 20, 2015 as Recorder's Fee No. 2015-047432, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land variable in width, lying on the Northwesterly side of the center line of SW Kinsman Road, which center line is described as follows:

Beginning at SW Kinsman Road Engineer's center line Station 100+00.00, said station being 32.21 feet West and 969.23 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence North 04° 09' 58" East 460.82 feet; thence on a 475.00 foot radius curve right (the long chord of which bears North 25° 18' 51" East 342.74 feet) 350.65 feet; thence North 46° 27' 45" East 421.58 feet to SW Kinsman Road Engineer's center line Station 112+33.05, said station being equal to record Kinsman Road center line Station 4+41.38, said record center line shown on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon; thence along said record center line on a 305.00 foot radius curve left (the long chord of which bears North 23° 47' 24" East 235.13 feet) 241.38 feet; thence continuing along said record center line North 01° 07' 03" East 102.55 feet to SW Kinsman Road Engineer's center line Station 115+76.98, said station being equal to said record Kinsman Road center line Station 0+97.45.

Property Vested in:

Toni Ardeth Bernert and David James Bernert, Trustees,
Toni Ardeth Bernert Trust, et al.
3 1W 23B 00800

EXHIBIT A

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

Station	to	Station	Width on Northwestern Side of Center Line
107+51.00		107+97.00	51.50 in a straight line to 81.00
107+97.00		108+49.00	81.00 in a straight line to 138.00
108+49.00		108+70.00	194.00 in a straight line to 209.00
108+70.00		109+03.00	209.00 in a straight line to 188.00
109+03.00		109+70.00	188.00 in a straight line to 121.00

EXCEPT therefrom those Fee and Permanent Easement parcels concurrently acquired for this project.

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 14,738 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED
2019.03.22 13:45:59-07'00'

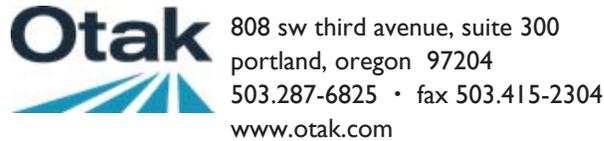
OREGON
JULY 15, 2003
JERRY V. OSGOOD
51671

RENEWS: 12/31/20

Property Vested in:

Toni Ardeth Bernert and David James Bernert, Trustees,
Toni Ardeth Bernert Trust, et al.
3 1W 23B 00800

EXHIBIT A



LEGAL DESCRIPTION

PARCEL 1, consisting of parts 1A and 1B - FEE
5th STREET TO KINSMAN EXTENSION
3 1W 23B 00900

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Assessor's Parcel No. 00818752 described in that Statutory Bargain and Sale Deed to Toni Ardeth Bernert and David James Bernert, Trustees, Toni Ardeth Bernert Trust, recorded July 20, 2015 as Recorder's Fee No. 2015-047432, Film Records of Clackamas County, lying Westerly of the most Northerly West line of PARCEL 1, PARTITION PLAT 1990-92 and the Southwesterly extension thereof, and lying Northerly of a line at right angles to the center line of SW Kinsman Road at Engineer's Station 101+51.52; said parcel being that portion of said property included in a strip of land variable in width lying on the Easterly side of said center line, which center line is described as follows:

Beginning at SW Kinsman Road Engineer's center line Station 100+00.00, said station being 32.21 feet West and 969.23 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence North 04° 09' 58" East 460.82 feet; thence on a 475.00 foot radius curve right (the long chord of which bears North 25° 18' 51" East 342.74 feet) 350.65 feet; thence North 46° 27' 45" East 421.58 feet to SW Kinsman Road Engineer's center line Station 112+33.05, said station being equal to record Kinsman Road center line Station 4+41.38, said record center line shown on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon; thence along said record center line on a 305.00 foot radius curve left (the long chord of which bears North 23° 47' 24" East 235.13 feet) 241.38 feet; thence North 01° 07' 03" East 102.55 feet to SW Kinsman Road Engineer's center line Station 115+76.98, said station being equal to said record Kinsman Road center line Station 0+97.45.

Property Vested in:

Toni Ardeth Bernert and David James Bernert, Trustees,
Toni Ardeth Bernert Trust, et al.
3 1W 23B 00900

EXHIBIT A

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

Station	to	Station	Width on Easterly Side of Center Line
101+51.52		102+59.00	35.50
102+59.00		102+87.00	35.50 in a straight line to 42.50
102+87.00		104+09.00	42.50
104+09.00		104+37.00	42.50 in a straight line to 35.50
104+37.00		108+33.00	35.50

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains a combined total of 13,434 square feet, more or less.

Property Vested in:

Toni Ardeth Bernert and David James Bernert, Trustees,
 Toni Ardeth Bernert Trust, et al.
 3 1W 23B 00900

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 2, consisting of parts 2A and 2B - FEE
5th STREET TO KINSMAN EXTENSION
3 1W 23B 00900

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Assessor's Parcel No. 00818752 described in that Statutory Bargain and Sale Deed to Toni Ardeth Bernert and David James Bernert, Trustees, Toni Ardeth Bernert Trust, recorded July 20, 2015 as Recorder's Fee No. 2015-047432, Film Records of Clackamas County, lying Westerly of the most Northerly West line of PARCEL 1, PARTITION PLAT 1990-92 and the Southwesterly extension thereof, and lying Northerly of a line at right angles to the center line of SW Kinsman Road at Engineer's Station 101+51.52; said parcel being that portion of said property included in a strip of land 41.50 feet in width lying on the Westerly side of said center line, which center line is described in Parcel 1.

The above described parcel of land contains a combined total of 1,910 square feet, more or less.

Property Vested in:

Toni Ardeth Bernert and David James Bernert, Trustees,
Toni Ardeth Bernert Trust, et al.
3 1W 23B 00900

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 3 - FEE

5th STREET TO KINSMAN EXTENSION

3 1W 23B 00900

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Assessor's Parcel No. 00818752 described in that Statutory Bargain and Sale Deed to Toni Ardeth Bernert and David James Bernert, Trustees, Toni Ardeth Bernert Trust, recorded July 20, 2015 as Recorder's Fee No. 2015-047432, Film Records of Clackamas County, lying Westerly of the most Northerly West line of PARCEL 1, PARTITION PLAT 1990-92 and the Southwesterly extension thereof; said parcel being that portion of said property lying Northwesterly of a line parallel with and 41.50 feet Northwesterly of the SW Kinsman Road center line, which center line is described in Parcel 1.

The above described parcel of land contains 2,293 square feet, more or less.

Property Vested in:

Toni Ardeth Bernert and David James Bernert, Trustees,
Toni Ardeth Bernert Trust, et al.
3 1W 23B 00900

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 4 - FEE

5th STREET TO KINSMAN EXTENSION

3 1W 23B 00900

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Assessor's Parcel No. 00818752 described in that Statutory Bargain and Sale Deed to Toni Ardeth Bernert and David James Bernert, Trustees, Toni Ardeth Bernert Trust, recorded July 20, 2015 as Recorder's Fee No. 2015-047432, Film Records of Clackamas County, lying Westerly of the most Northerly West line of PARCEL 1, PARTITION PLAT 1990-92 and the Southwesterly extension thereof, and lying Northerly of a line at right angles to the center line of SW Kinsman Road at Engineer's Station 101+51.52, which center line is described in Parcel 1; said parcel being that portion of said property lying Easterly of and adjoining Parcel 1.

ALSO that portion of said property lying Westerly of the most Northerly West line of PARCEL 1, PARTITION PLAT 1990-92 and the Southwesterly extension thereof, lying Southerly of a line at right angles to said center line of SW Kinsman Road at Engineer's Station 101+51.52, and lying Northeasterly of the following described line: Beginning at a point opposite and 61.76 feet Easterly of Engineer's Station 101+22.19 on said center line of SW Kinsman Road; thence Northwesterly in a straight line to a point opposite and 35.50 feet Easterly of Engineer's Station 101+51.52 on said center line.

The above described parcel of land contains 17,643 square feet, more or less.

Property Vested in:

Toni Ardeth Bernert and David James Bernert, Trustees,
Toni Ardeth Bernert Trust, et al.
3 1W 23B 00900

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 5 - FEE

5th STREET TO KINSMAN EXTENSION

3 1W 23B 00900

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Assessor's Parcel No. 00818752 described in that Statutory Bargain and Sale Deed to Toni Ardeth Bernert and David James Bernert, Trustees, Toni Ardeth Bernert Trust, recorded July 20, 2015 as Recorder's Fee No. 2015-047432, Film Records of Clackamas County, lying Westerly of the most Northerly West line of PARCEL 1, PARTITION PLAT 1990-92 and the Southwesterly extension thereof; said parcel being that portion of said property included in a strip of land 69.43 feet in width, lying on the Northerly side of the center line of SW 5th Street, which center line is described as follows:

Beginning at SW 5th Street Engineer's center line Station 21+50.00, said station being 380.37 feet West and 717.02 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence South 47° 34' 14" East 68.03 feet; thence on a 475.00 foot radius curve left (the long chord of which bears South 66° 42' 08" East 311.35 feet) 317.22 feet; thence South 85° 50' 02" East 233.06 feet; thence on a 480.00 foot radius curve right (the long chord of which bears South 60° 20' 55" East 413.07 feet) 427.01 feet to a point of reverse curvature; thence on a 475.00 foot radius curve left (the long chord of which bears South 61° 40' 18" East 428.46 feet) 444.50 feet to SW 5th Street Engineer's center line Station 36+39.82, said station being equal to record 5th Street center line Station 15+21.87, said record center line shown on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon; thence along said record center line South 88° 28' 48" East 75.72 feet; thence leaving said record center line on a 475.00 foot radius curve right (the long chord of which bears South 84° 00' 23" East 74.10 feet) 74.18 feet to SW 5th Street Engineer's center line Station 37+89.72, said station being equal to said record 5th Street center line Station 13+71.82; thence along said record center line South 79° 31' 58" East 371.82 feet to SW 5th Street Engineer's center line Station 41+61.54, said station being equal to said record 5th Street center line Station 10+00.00.

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

EXCEPT therefrom Parcel 4.

The above described parcel of land contains 2,573 square feet, more or less.

Property Vested in:

Toni Ardeth Bernert and David James Bernert, Trustees,
Toni Ardeth Bernert Trust, et al.
3 1W 23B 00900

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 6 - FEE

5th STREET TO KINSMAN EXTENSION

3 1W 23B 00900

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Assessor's Parcel No. 00818752 described in that Statutory Bargain and Sale Deed to Toni Ardeth Bernert and David James Bernert, Trustees, Toni Ardeth Bernert Trust, recorded July 20, 2015 as Recorder's Fee No. 2015-047432, Film Records of Clackamas County, lying Westerly of the most Northerly West line of PARCEL 1, PARTITION PLAT 1990-92 and the Southwesterly extension thereof; said parcel being that portion of said property included in a strip of land 43.50 feet in width, lying on the Southerly side of the center line of SW 5th Street, which center line is described in Parcel 5.

The above described parcel of land contains 1,176 square feet, more or less.

Property Vested in:

Toni Ardeth Bernert and David James Bernert, Trustees,
Toni Ardeth Bernert Trust, et al.
3 1W 23B 00900

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 7 - FEE

5th STREET TO KINSMAN EXTENSION

3 1W 23B 00900

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Assessor's Parcel No. 00818752 described in that Statutory Bargain and Sale Deed to Toni Ardeth Bernert and David James Bernert, Trustees, Toni Ardeth Bernert Trust, recorded July 20, 2015 as Recorder's Fee No. 2015-047432, Film Records of Clackamas County, lying Westerly of the most Northerly West line of PARCEL 1, PARTITION PLAT 1990-92 and the Southwesterly extension thereof; said parcel being that portion of said property lying Southerly of and adjoining Parcel 6.

The above described parcel of land contains 1,461 square feet, more or less.

Property Vested in:

Toni Ardeth Bernert and David James Bernert, Trustees,
Toni Ardeth Bernert Trust, et al.
3 1W 23B 00900

EXHIBIT A**LEGAL DESCRIPTION**

**PARCEL 8 – PERMANENT EASEMENT FOR SLOPES AND PUBLIC UTILITIES
5th STREET TO KINSMAN EXTENSION
3 1W 23B 00900**

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Assessor's Parcel No. 00818752 described in that Statutory Bargain and Sale Deed to Toni Ardeth Bernert and David James Bernert, Trustees, Toni Ardeth Bernert Trust, recorded July 20, 2015 as Recorder's Fee No. 2015-047432, Film Records of Clackamas County, lying Westerly of the most Northerly West line of PARCEL 1, PARTITION PLAT 1990-92 and the Southwesterly extension thereof; said parcel being that portion of said property included in a strip of land variable in width lying on the Easterly side of the SW Kinsman Road center line, which center line is described in Parcel 1.

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

Station	to	Station	Width on Easterly Side of Center Line
101+29.81		101+55.31	65.41 in a straight line to 45.50
101+55.31		102+59.00	45.50
102+59.00		102+87.00	45.50 in a straight line to 52.50
102+87.00		104+09.00	52.50
104+09.00		104+37.00	52.50 in a straight line to 45.50
104+37.00		108+33.00	45.50

EXCEPT therefrom Parcels 1A, 1B, and 5.

The above described parcel of land contains 5,627 square feet, more or less. Parcel 8 lies entirely within Parcel 4.

Property Vested in:

Toni Ardeth Bernert and David James Bernert, Trustees,
Toni Ardeth Bernert Trust, et al.
3 1W 23B 00900

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 9 – PERMANENT EASEMENT FOR SLOPES AND PUBLIC UTILITIES
5th STREET TO KINSMAN EXTENSION
3 1W 23B 00900

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Assessor’s Parcel No. 00818752 described in that Statutory Bargain and Sale Deed to Toni Ardeth Bernert and David James Bernert, Trustees, Toni Ardeth Bernert Trust, recorded July 20, 2015 as Recorder’s Fee No. 2015-047432, Film Records of Clackamas County, lying Westerly of the most Northerly West line of PARCEL 1, PARTITION PLAT 1990-92 and the Southwesterly extension thereof, and lying Northerly of a line at right angles to the center line of SW Kinsman Road at Engineer’s Station 107+00.00; said parcel being that portion of said property included in a strip of land 51.50 feet in width lying on the Westerly side of said center line, which center line is described in Parcel 1.

EXCEPT therefrom Parcel 2B.

The above described parcel of land contains 323 square feet, more or less. This Parcel lies entirely within Parcel 3.



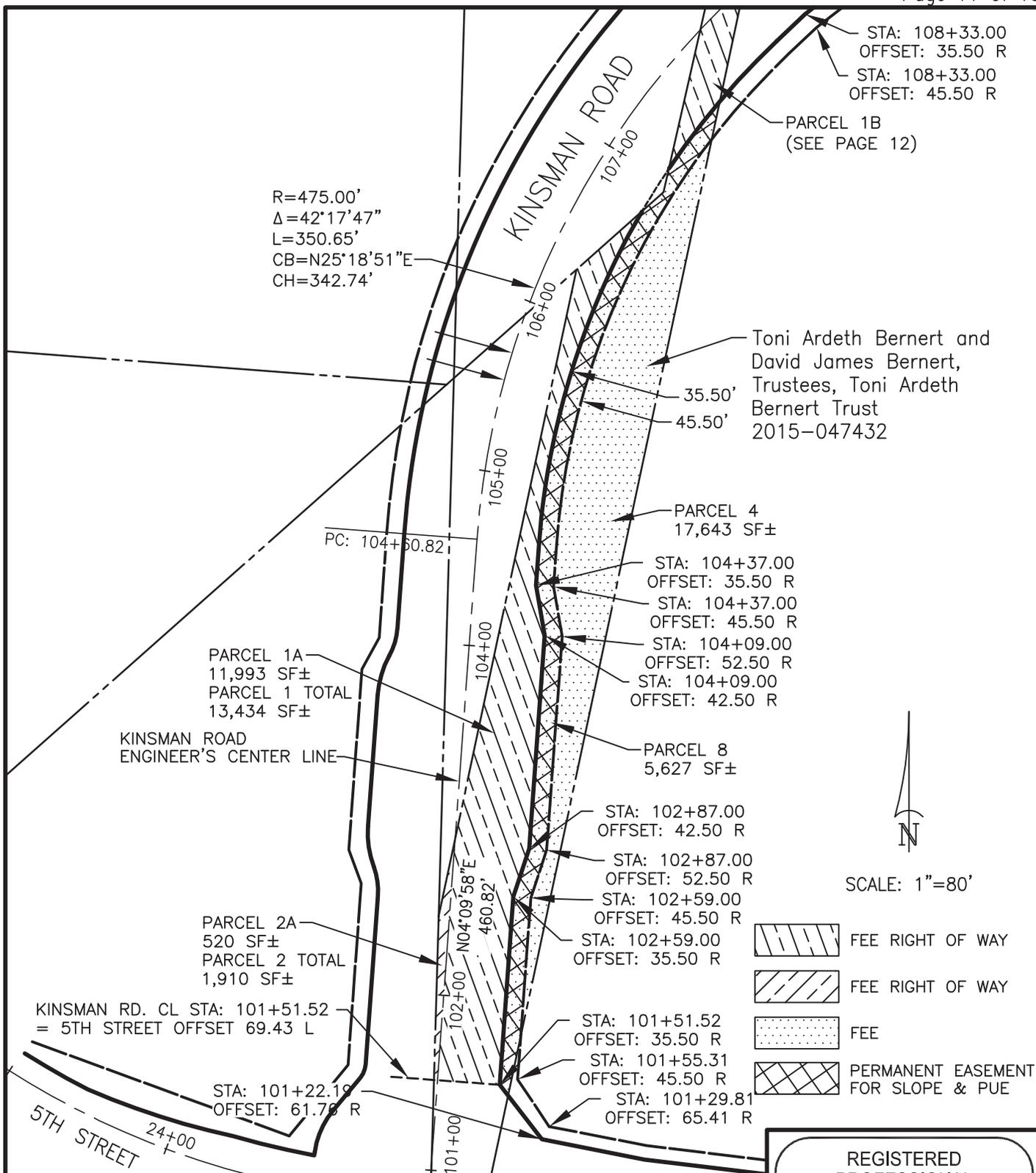
Property Vested in:

Toni Ardeth Bernert and David James Bernert, Trustees,
Toni Ardeth Bernert Trust, et al.
3 1W 23B 00900

EXHIBIT B

Page 260 of 294

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



Property Vested in:
 Toni Ardeth Bernert & David
 James Bernert, Trustees,
 Toni Ardeth Bernert Trust, et al.

Fee & Permanent Easement – Slope/PUE
 5TH STREET TO KINSMAN EXTENSION

3 IW 23B 00900



808 SW 3rd Ave., Ste. 300
 Portland, OR 97204
 Phone: (503) 287-6825

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

DIGITALLY SIGNED
 2019.03.22 13:55:24-07'00'

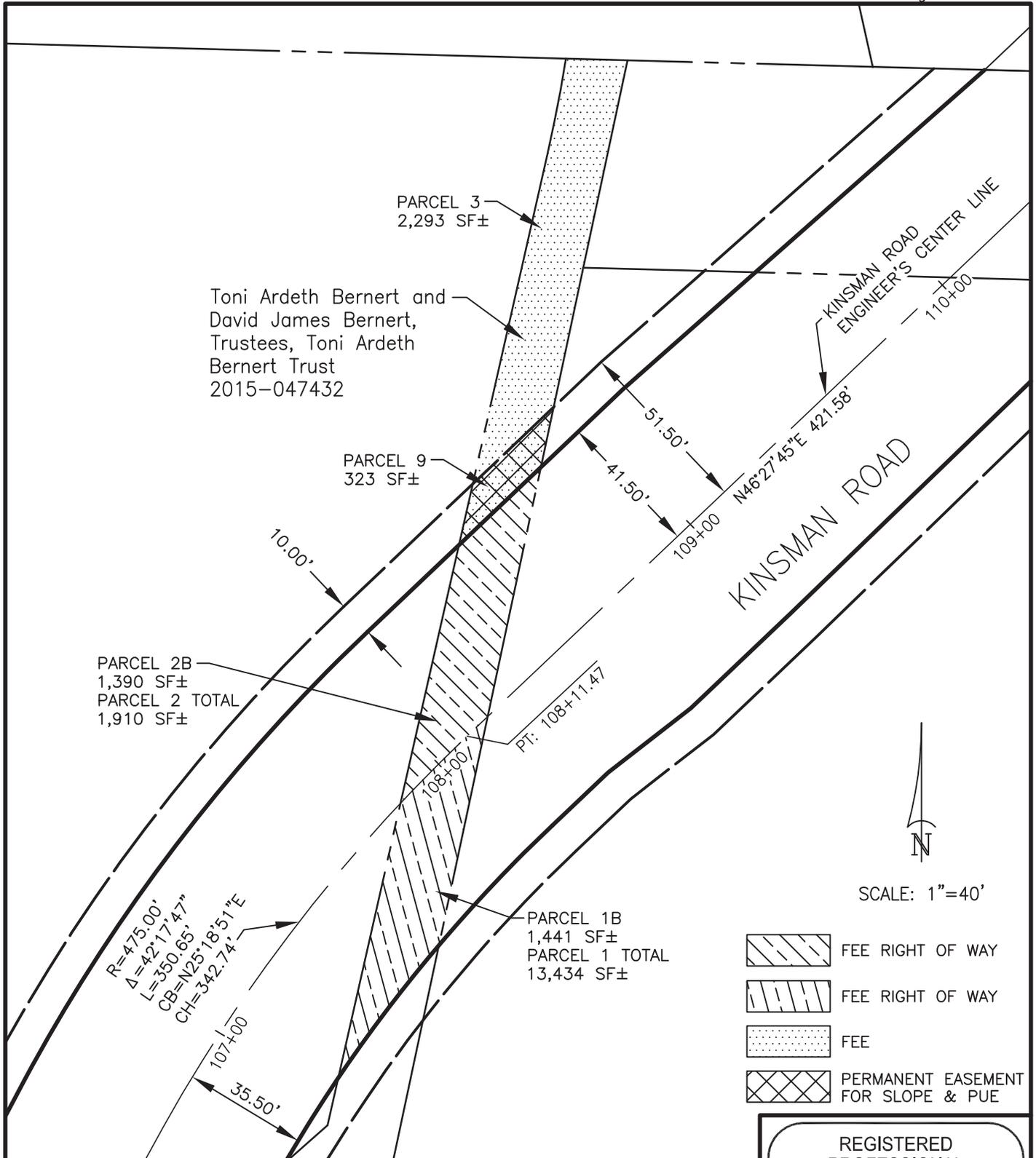
OREGON
 JULY 15, 2003
 JERRY V. OSGOOD
 51671LS

RENEWS: 12/31/20

EXHIBIT B

Page 2 of 294

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



SCALE: 1"=40'

- [Diagonal lines] FEE RIGHT OF WAY
- [Cross-hatch] FEE RIGHT OF WAY
- [Dotted] FEE
- [X-hatch] PERMANENT EASEMENT FOR SLOPE & PUE

Property Vested in: Fee & Permanent Easement – Slope/PUE
5TH STREET TO KINSMAN EXTENSION

Toni Ardeth Bernert & David James Bernert, Trustees,
Toni Ardeth Bernert Trust, et al.

3 IW 23B 00900

Otak 808 SW 3rd Ave., Ste. 300
Portland, OR 97204
Phone: (503) 287-6825

REGISTERED PROFESSIONAL LAND SURVEYOR

DIGITALLY SIGNED
2019.03.22 13:55:00-07'00'

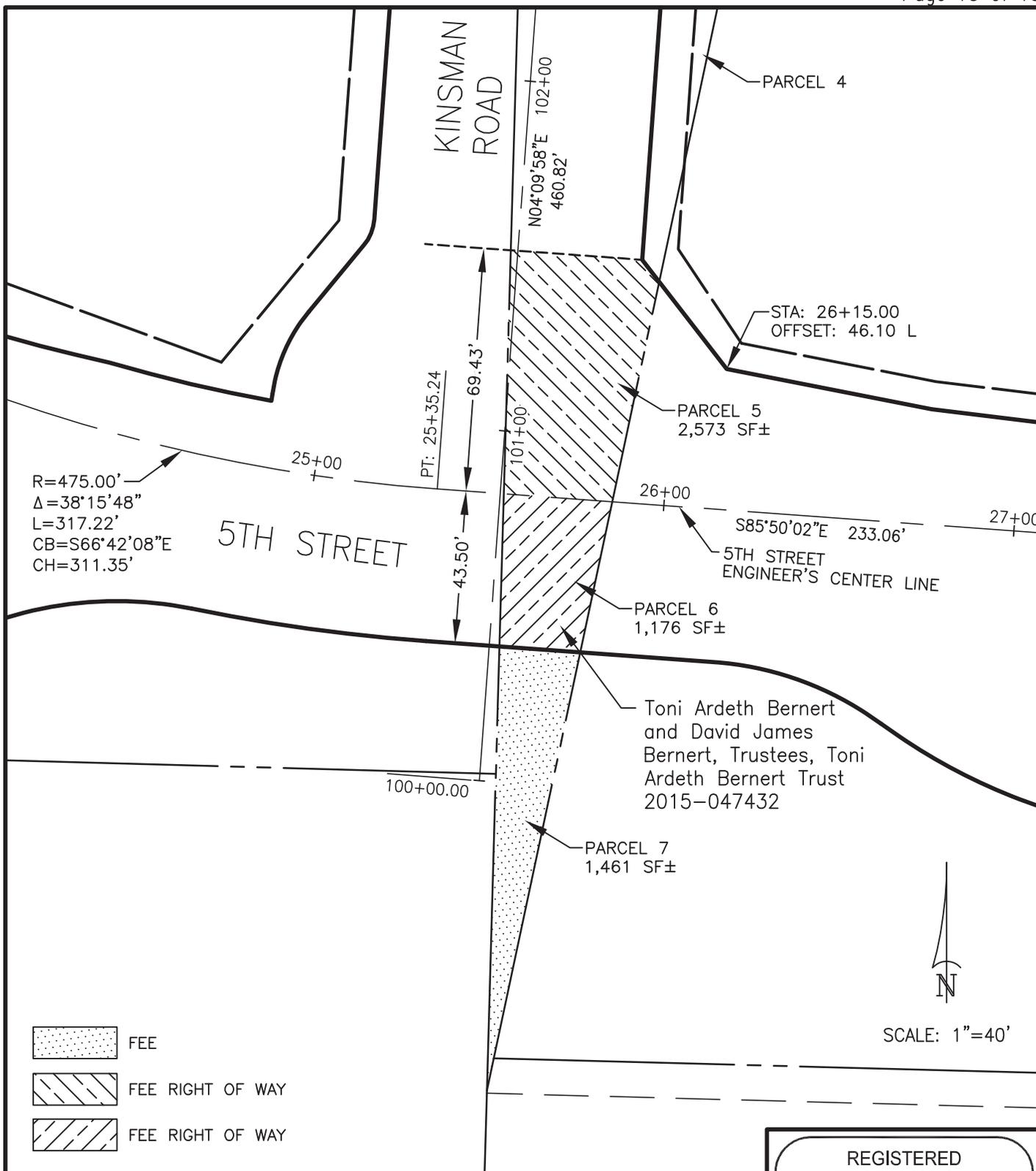
OREGON
JULY 15, 2003
JERRY V. OSGOOD
51671LS

RENEWS: 12/31/20

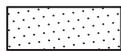
EXHIBIT B

Page 262 of 294

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



$R=475.00'$
 $\Delta=38^{\circ}15'48''$
 $L=317.22'$
 $CB=S66^{\circ}42'08''E$
 $CH=311.35'$

-  FEE
-  FEE RIGHT OF WAY
-  FEE RIGHT OF WAY



SCALE: 1"=40'

Property Vested in:
 Toni Ardeth Bernert & David
 James Bernert, Trustees,
 Toni Ardeth Bernert Trust, et al.

Fee
 5TH STREET TO KINSMAN EXTENSION
 3 IW 23B 00900



808 SW 3rd Ave., Ste. 300
 Portland, OR 97204
 Phone: (503) 287-6825

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

DIGITALLY SIGNED
 2019.03.22 13:54:33-07'00'

OREGON
 JULY 15, 2003
 JERRY V. OSGOOD
 51671LS

RENEWS: 12/31/20

EXHIBIT A



LEGAL DESCRIPTION

PARCEL 1 - FEE

5th STREET TO KINSMAN EXTENSION

3 1W 23B 01300

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Robert V. Short Donation Land Claim No. 46, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Tract B and described in that Warranty Deed to Toni Ardeth Bernert and David James Bernert, Trustees, Toni Ardeth Bernert Trust, recorded September 28, 2009 as Recorder's Fee No. 2009-068141, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land 41.50 feet in width, lying on the Westerly side of the SW Kinsman Road center line, which center line is described as follows:

Beginning at SW Kinsman Road Engineer's center line Station 100+00.00, said station being 32.21 feet West and 969.23 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence North 04° 09' 58" East 460.82 feet; thence on a 475.00 foot radius curve right (the long chord of which bears North 25° 18' 51" East 342.74 feet) 350.65 feet; thence North 46° 27' 45" East 421.58 feet to SW Kinsman Road Engineer's center line Station 112+33.05, said station being equal to record Kinsman Road center line Station 4+41.38, said record center line shown on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon; thence along said record center line on a 305.00 foot radius curve left (the long chord of which bears North 23° 47' 24" East 235.13 feet) 241.38 feet; thence North 01° 07' 03" East 102.55 feet to SW Kinsman Road Engineer's center line Station 115+76.98, said station being equal to said record Kinsman Road center line Station 0+97.45.

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 412 square feet, more or less.

Property Vested in:

Toni Ardeth Bernert and David James Bernert, Trustees,
Toni Ardeth Bernert Trust, et al.
3 1W 23B 01300

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 2 – PERMANENT EASEMENT FOR SLOPES AND PUBLIC UTILITIES
5th STREET TO KINSMAN EXTENSION
3 1W 23B 01300

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Robert V. Short Donation Land Claim No. 46, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Tract B and described in that Warranty Deed to Toni Ardeth Bernert and David James Bernert, Trustees, Toni Ardeth Bernert Trust, recorded September 28, 2009 as Recorder's Fee No. 2009-068141, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land 51.50 feet in width, lying on the Westerly side of the SW Kinsman Road center line, which center line is described in Parcel 1.

EXCEPT therefrom Parcel 1.

The above described parcel of land contains 710 square feet, more or less.



Property Vested in:

Toni Ardeth Bernert and David James Bernert, Trustees,
Toni Ardeth Bernert Trust, et al.
3 1W 23B 01300

EXHIBIT B

Page 265 of 294

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

Toni Ardeth Bernert &
David James Bernert, Trustees,
Toni Ardeth Bernert Trust, et al.

$R=475.00'$
 $\Delta=42^{\circ}17'47''$
 $L=350.65'$
 $CB=N25^{\circ}18'51''E$
 $CH=342.74'$

10.00'

41.50'

PARCEL 1
412 SF±

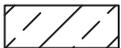
PARCEL 2
710 SF±

KINSMAN ROAD

KINSMAN ROAD
ENGINEER'S CENTER LINE



SCALE: 1"=30'



FEE



PERMANENT EASEMENT
FOR SLOPE & PUE

Property Vested in:

Fee & Permanent Easement – Slope/PUE
5TH STREET TO KINSMAN EXTENSION

3 IW 23B 01300

Toni Ardeth Bernert & David
James Bernert, Trustees,
Toni Ardeth Bernert Trust, et al.



808 SW 3rd Ave., Ste. 300
Portland, OR 97204
Phone: (503) 287-6825

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED
2019.03.22 14:03:56-07'00'

OREGON
JULY 15, 2003
JERRY V. OSGOOD
51671LS

RENEWS: 12/31/20

EXHIBIT A



LEGAL DESCRIPTION

PARCEL 1 - FEE

5th STREET TO KINSMAN EXTENSION

3 1W 23B 01700

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Robert V. Short Donation Land Claim No. 46, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Tract D and described in that Quit Claim Deed to Joe Bernert Towing Co., Inc., Recorder's Fee No. 87-57703, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land 41.50 feet in width, lying on the Westerly side of the SW Kinsman Road center line, which center line is described as follows:

Beginning at SW Kinsman Road Engineer's center line Station 100+00.00, said station being 32.21 feet West and 969.23 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence North 04° 09' 58" East 460.82 feet; thence on a 475.00 foot radius curve right (the long chord of which bears North 25° 18' 51" East 342.74 feet) 350.65 feet; thence North 46° 27' 45" East 421.58 feet to SW Kinsman Road Engineer's center line Station 112+33.05, said station being equal to record Kinsman Road center line Station 4+41.38, said record center line shown on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon; thence along said record center line on a 305.00 foot radius curve left (the long chord of which bears North 23° 47' 24" East 235.13 feet) 241.38 feet; thence North 01° 07' 03" East 102.55 feet to SW Kinsman Road Engineer's center line Station 115+76.98, said station being equal to said record Kinsman Road center line Station 0+97.45.

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 69 square feet, more or less.

Property Vested in:

Joe Bernert Towing Co., Inc.
3 1W 23B 01700

EXHIBIT A

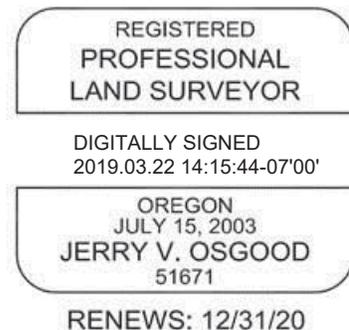
LEGAL DESCRIPTION

PARCEL 2 – PERMANENT EASEMENT FOR SLOPES AND PUBLIC UTILITIES
5th STREET TO KINSMAN EXTENSION
3 1W 23B 01700

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Robert V. Short Donation Land Claim No. 46, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Tract D and described in that Quit Claim Deed to Joe Bernert Towing Co., Inc., Recorder's Fee No. 87-57703, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land 51.50 feet in width, lying on the Westerly side of the SW Kinsman Road center line, which center line is described in Parcel 1.

EXCEPT therefrom Parcel 1.

The above described parcel of land contains 192 square feet, more or less.



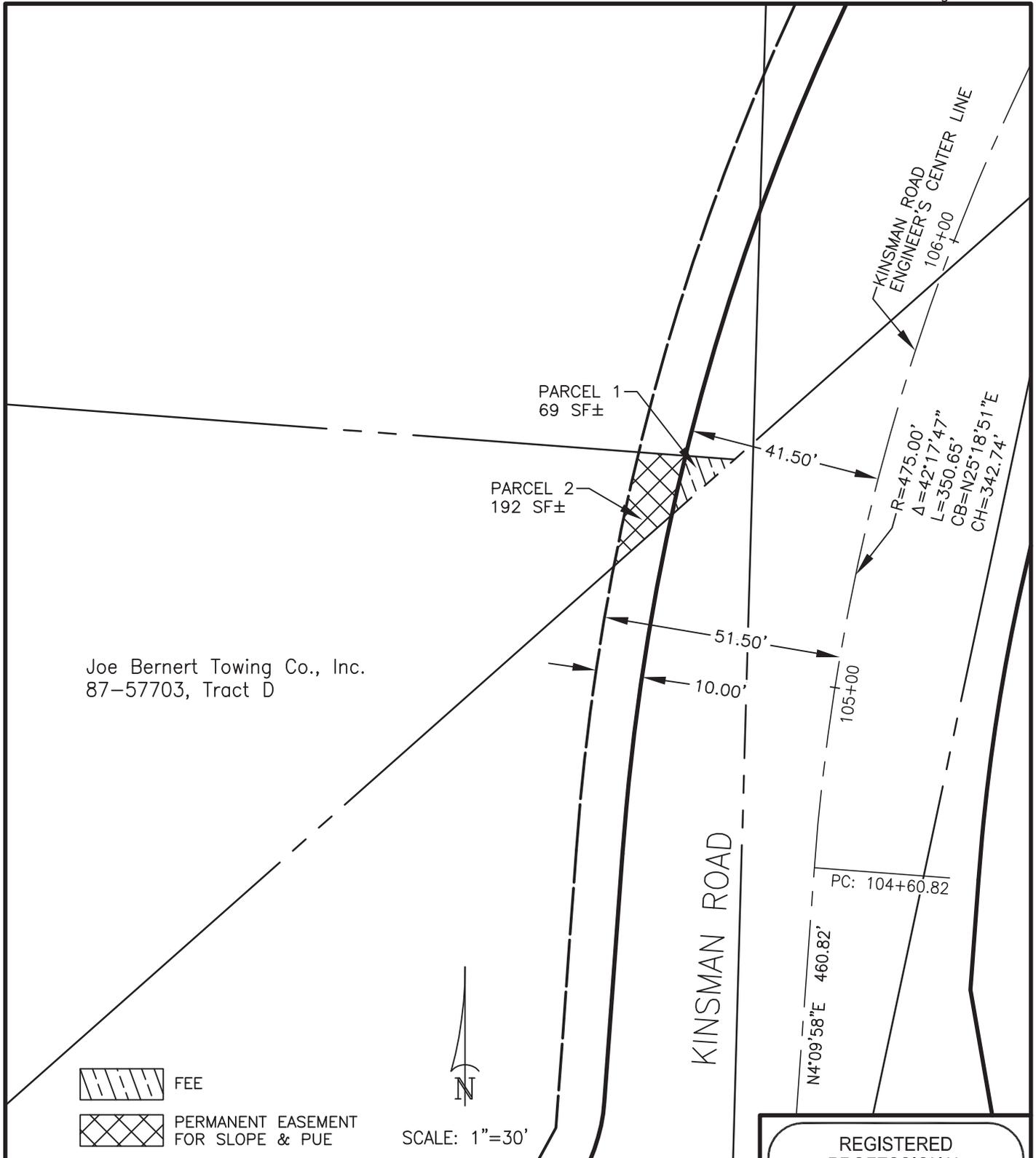
Property Vested in:

Joe Bernert Towing Co., Inc.
3 1W 23B 01700

EXHIBIT B

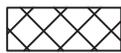
Page 288 of 294

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



Joe Bernert Towing Co., Inc.
87-57703, Tract D

 FEE

 PERMANENT EASEMENT
FOR SLOPE & PUE



SCALE: 1"=30'

Property Vested in:

JOE BERNERT TOWING CO., INC

Fee & Permanent Easement – Slope/PUE
5TH STREET TO KINSMAN EXTENSION

3 1W 23B 01700



808 SW 3rd Ave., Ste. 300
Portland, OR 97204
Phone: (503) 287-6825

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED
2019.03.22 14:15:21-07'00'

OREGON
JULY 15, 2003
JERRY V. OSGOOD
51671LS

RENEWS: 12/31/20

EXHIBIT A



LEGAL DESCRIPTION

**PARCEL 1 – PERMANENT EASEMENT FOR SLOPES
 5th STREET TO KINSMAN EXTENSION
 3 1W 23BD 00400**

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property described in Exhibit C of that Lot Line Adjustment Deed to Thomas L. Bernert, Trustee, Thomas L. Bernert Revocable Trust dated May 27, 2003, recorded March 14, 2017 as Recorder’s Fee No. 2017-016885, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land 61.00 feet in width, lying on the Southwesterly side of the center line of SW 5th Street, which center line is described as follows:

Beginning at SW 5th Street Engineer’s center line Station 21+50.00, said station being 380.37 feet West and 717.02 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence South 47° 34’ 14” East 68.03 feet; thence on a 475.00 foot radius curve left (the long chord of which bears South 66° 42’ 08” East 311.35 feet) 317.22 feet; thence South 85° 50’ 02” East 233.06 feet; thence on a 480.00 foot radius curve right (the long chord of which bears South 60° 20’ 55” East 413.07 feet) 427.01 feet to a point of reverse curvature; thence on a 475.00 foot radius curve left (the long chord of which bears South 61° 40’ 18” East 428.46 feet) 444.50 feet to SW 5th Street Engineer’s center line Station 36+39.82, said station being equal to record 5th Street center line Station 15+21.87, said record center line shown on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon; thence along said record center line South 88° 28’ 48” East 75.72 feet; thence leaving said record center line on a 475.00 foot radius curve right (the long chord of which bears South 84° 00’ 23” East 74.10 feet) 74.18 feet to SW 5th Street Engineer’s center line Station 37+89.72, said station being equal to said record 5th Street center line Station 13+71.82; thence along said record center line South 79° 31’ 58” East 371.82 feet to SW 5th Street Engineer’s center line Station 41+61.54, said station being equal to said record 5th Street center line Station 10+00.00.

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 976 square feet, more or less.

Property Vested in:

Thomas L. Bernert, Trustee
 Thomas L. Bernert Revocable Trust date May 27, 2003
 3 1W 23BD 00400

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 2 – PERMANENT EASEMENT FOR DRAINAGE FACILITIES
5th STREET TO KINSMAN EXTENSION
3 1W 23BD 00400

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property described in Exhibit C of that Lot Line Adjustment Deed to Thomas L. Bernert, Trustee, Thomas L. Bernert Revocable Trust dated May 27, 2003, recorded March 14, 2017 as Recorder's Fee No. 2017-016885, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land variable in width, lying on the Southwesterly side of the center line of SW 5th Street, 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
30+85.00		31+26.00	45.00 in a straight line to 40.00

The above described parcel of land contains 162 square feet, more or less. This parcel lies entirely within Parcel 1.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED
2019.03.22 16:04:55-07'00'

OREGON
JULY 15, 2003
JERRY V. OSGOOD
51671

RENEWS: 12/31/20

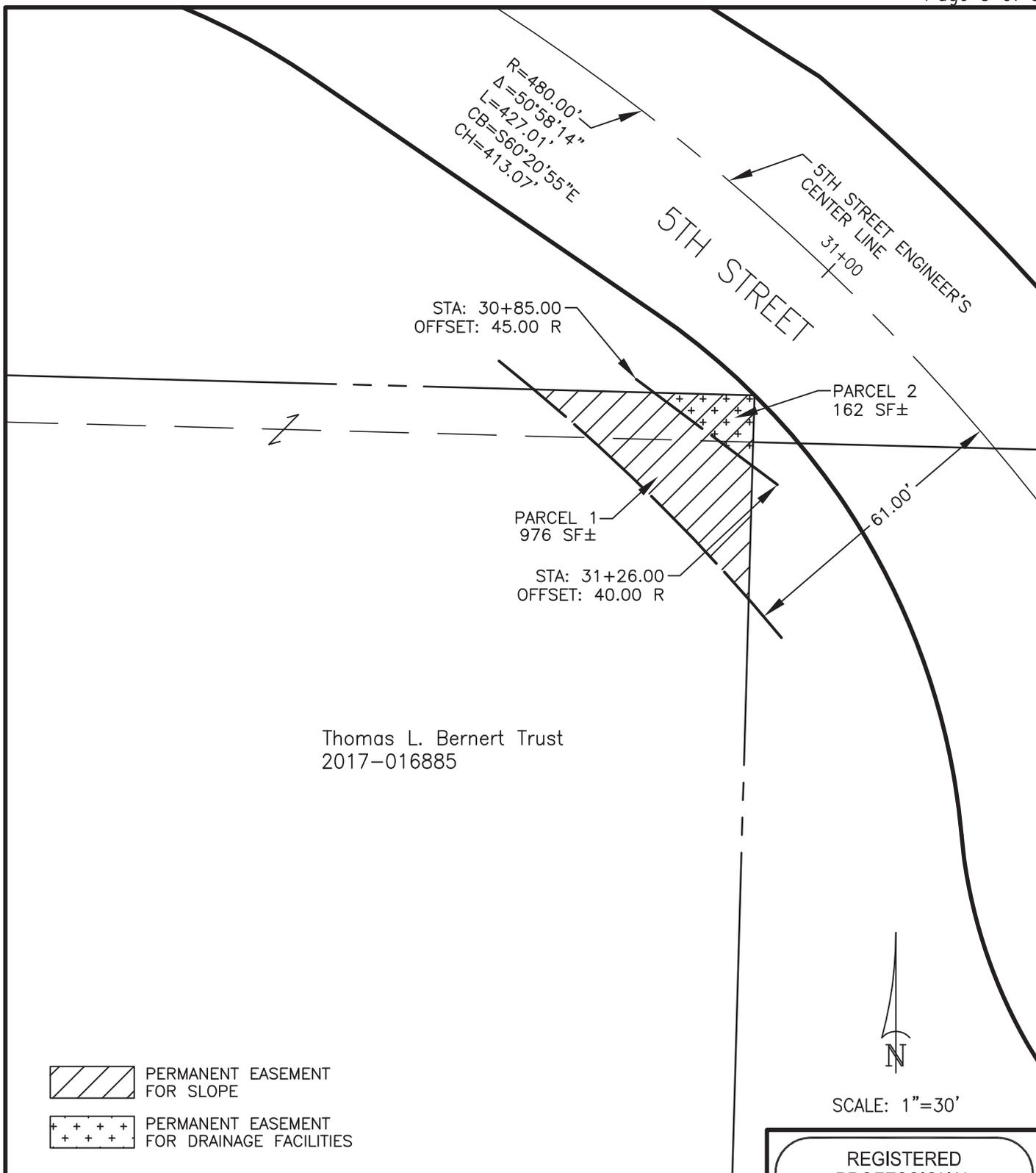
Property Vested in:

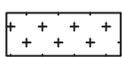
Thomas L. Bernert, Trustee
Thomas L. Bernert Revocable Trust date May 27, 2003
3 1W 23BD 00400

EXHIBIT B

Page 271 of 294

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



-  PERMANENT EASEMENT FOR SLOPE
-  PERMANENT EASEMENT FOR DRAINAGE FACILITIES

Property Vested in: Permanent Easement – Slopes
5TH STREET TO KINSMAN EXTENSION
3 1W 23BD 00400

Thomas L. Bernert, Trustee
Thomas L. Bernert Revocable
Trust Dated May 27, 2003

Otak 808 SW 3rd Ave., Ste. 300
Portland, OR 97204
Phone: (503) 287-6825

REGISTERED PROFESSIONAL LAND SURVEYOR

DIGITALLY SIGNED
2019.03.22 16:04:31-07'00'

OREGON
JULY 15, 2003
JERRY V. OSGOOD
51671LS
RENEWS: 12/31/20

EXHIBIT A



808 sw third avenue, suite 300
portland, oregon 97204
503.287-6825 • fax 503.415-2304
www.otak.com

LEGAL DESCRIPTION

TEMPORARY EASEMENT FOR ACCESS AND CONSTRUCTION

5th STREET TO KINSMAN EXTENSION

3 1W 23BD 00400

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property described in Exhibit C of that Lot Line Adjustment Deed to Thomas L. Bernert, Trustee, Thomas L. Bernert Revocable Trust dated May 27, 2003, recorded March 14, 2017 as Recorder's Fee No. 2017-016885, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land variable in width, lying on the Southwesterly side of the center line of SW 5th Street, which center line is described as follows:

Beginning at SW 5th Street Engineer's center line Station 21+50.00, said station being 380.37 feet West and 717.02 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence South 47° 34' 14" East 68.03 feet; thence on a 475.00 foot radius curve left (the long chord of which bears South 66° 42' 08" East 311.35 feet) 317.22 feet; thence South 85° 50' 02" East 233.06 feet; thence on a 480.00 foot radius curve right (the long chord of which bears South 60° 20' 55" East 413.07 feet) 427.01 feet to a point of reverse curvature; thence on a 475.00 foot radius curve left (the long chord of which bears South 61° 40' 18" East 428.46 feet) 444.50 feet to SW 5th Street Engineer's center line Station 36+39.82, said station being equal to record 5th Street center line Station 15+21.87, said record center line shown on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon; thence along said record center line South 88° 28' 48" East 75.72 feet; thence leaving said record center line on a 475.00 foot radius curve right (the long chord of which bears South 84° 00' 23" East 74.10 feet) 74.18 feet to SW 5th Street Engineer's center line Station 37+89.72, said station being equal to said record 5th Street center line Station 13+71.82; thence along said record center line South 79° 31' 58" East 371.82 feet to SW 5th Street Engineer's center line Station 41+61.54, said station being equal to said record 5th Street center line Station 10+00.00.

Property Vested in:

Thomas L. Bernert, Trustee
Thomas L. Bernert Revocable Trust date May 27, 2003
3 1W 23BD 00400

EXHIBIT A

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

Station	to	Station	Width on Southwesterly Side of Center Line
30+44.00		30+59.00	75.00 in a straight line to 91.00
30+59.00		30+72.00	91.00 in a straight line to 83.00
30+72.00		31+16.00	83.00 in a straight line to 77.00
31+16.00		31+35.00	77.00 in a straight line to 85.00
31+35.00		32+39.00	85.00 in a straight line to 176.00
32+39.00		32+56.00	176.00 in a straight line to 191.00
32+56.00		32+88.00	191.00 in a straight line to 207.00

EXCEPT therefrom that Permanent Easement parcel concurrently acquired for this project.

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 5,854 square feet, more or less.



Property Vested in:

Thomas L. Bernert, Trustee

Thomas L. Bernert Revocable Trust date May 27, 2003

3 1W 23BD 00400

EXHIBIT A

February 26, 2019

Page 1 of 7

**LEGAL DESCRIPTION**

PARCEL 1 - FEE

5th STREET TO KINSMAN EXTENSION

3 1W 23BD 00600

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Parcel II and described in that Deed of Personal Representative to Sherilynn J. Young, et al., recorded March 20, 2017 as Recorder's Fee No. 2017-018676, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land variable in width, lying on the Southerly side of the center line of SW 5th Street, which center line is described as follows:

Beginning at SW 5th Street Engineer's center line Station 21+50.00, said station being 380.37 feet West and 717.02 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence South 47° 34' 14" East 68.03 feet; thence on a 475.00 foot radius curve left (the long chord of which bears South 66° 42' 08" East 311.35 feet) 317.22 feet; thence South 85° 50' 02" East 233.06 feet; thence on a 480.00 foot radius curve right (the long chord of which bears South 60° 20' 55" East 413.07 feet) 427.01 feet to a point of reverse curvature; thence on a 475.00 foot radius curve left (the long chord of which bears South 61° 40' 18" East 428.46 feet) 444.50 feet to SW 5th Street Engineer's center line Station 36+39.82, said station being equal to record 5th Street center line Station 15+21.87, said record center line shown on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon; thence along said record center line South 88° 28' 48" East 75.72 feet; thence leaving said record center line on a 475.00 foot radius curve right (the long chord of which bears South 84° 00' 23" East 74.10 feet) 74.18 feet to SW 5th Street Engineer's center line Station 37+89.72, said station being equal to said record 5th Street center line Station 13+71.82; thence along said record center line South 79° 31' 58" East 371.82 feet to SW 5th Street Engineer's center line Station 41+61.54, said station being equal to said record 5th Street center line Station 10+00.00.

Property Vested in:

Sherilynn J. Young, et al.

3 1W 23BD 00600

EXHIBIT A

February 26, 2019

Page 2 of 7

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

Station	to	Station	Width on Southerly Side of Center Line
35+00.00		35+50.00	38.00 in a straight line to 40.50
35+50.00		36+00.00	40.50 in a straight line to 42.50
36+00.00		36+50.00	42.50 in a straight line to 44.00
36+50.00		37+00.00	44.00 in a straight line to 44.50
37+00.00		37+50.00	44.50 in a straight line to 41.50

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 1,824 square feet, more or less.

Property Vested in:

Sherilynn J. Young, et al.

3 1W 23BD 00600

EXHIBIT A

February 26, 2019

Page 3 of 7

LEGAL DESCRIPTION
PARCEL 2 - PERMANENT EASEMENT FOR SLOPES
5th STREET TO KINSMAN EXTENSION
3 1W 23BD 00600

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Parcel II and described in that Deed of Personal Representative to Sherilynn J. Young, et al., recorded March 20, 2017 as Recorder's Fee No. 2017-018676, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land variable in width, lying on the Southerly side of the center line of SW 5th Street, 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
35+00.00		35+69.00	48.50
35+69.00		35+94.00	48.50 in a straight line to 51.00
35+94.00		36+11.00	51.00 in a straight line to 65.00
36+11.00		36+22.00	65.00 in a straight line to 48.50
36+22.00		36+72.00	48.50
36+72.00		36+95.00	48.50 in a straight line to 62.00
36+95.00		37+17.00	62.00

EXCEPT therefrom Parcel 1.

The above described parcel of land contains 1,466 square feet , more or less.

Property Vested in:

Sherilynn J. Young, et al.

3 1W 23BD 00600

EXHIBIT A

February 26, 2019

Page 4 of 7

LEGAL DESCRIPTION

PARCEL 3 - PERMANENT EASEMENT FOR PUBLIC UTILITIES
5th STREET TO KINSMAN EXTENSION
3 1W 23BD 00600

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Parcel II and described in that Deed of Personal Representative to Sherilynn J. Young, et al., recorded March 20, 2017 as Recorder's Fee No. 2017-018676, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land 48.50 feet in width, lying on the Southerly side of the center line of SW 5th Street, which center line is described in Parcel 1.

EXCEPT therefrom Parcel 1.

The above described parcel of land contains 1,101 square feet, more or less. This parcel lies entirely within Parcel 2.

Property Vested in:

Sherilynn J. Young, et al.

3 1W 23BD 00600

EXHIBIT A

February 26, 2019

Page 5 of 7

LEGAL DESCRIPTION

PARCEL 4 - PERMANENT EASEMENT FOR DRAINAGE FACILITIES
5th STREET TO KINSMAN EXTENSION
3 1W 23BD 00600

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Parcel II and described in that Deed of Personal Representative to Sherilynn J. Young, et al., recorded March 20, 2017 as Recorder's Fee No. 2017-018676, Film Records of Clackamas County; said parcel being that portion of said property 15.00 feet in width, lying 7.50 feet on each side of the following described line:

Beginning at a point opposite and 17.48 feet Southerly of Engineer's Station 35+79.58 on the center line of SW 5th Street, which center line is described in Parcel 1; thence South 36° 43' 47" East 76.71 feet to a point opposite and 73.96 feet Southerly of Engineer's Station 36+27.01 on said center line.

EXCEPT therefrom Parcel 1.

The above described parcel of land contains 632 square feet, more or less. 325 square feet of this parcel lies within Parcel 2.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED
2019.03.22 16:12:18-07'00'

OREGON
JULY 15, 2003
JERRY V. OSGOOD
51671

RENEWS: 12/31/20

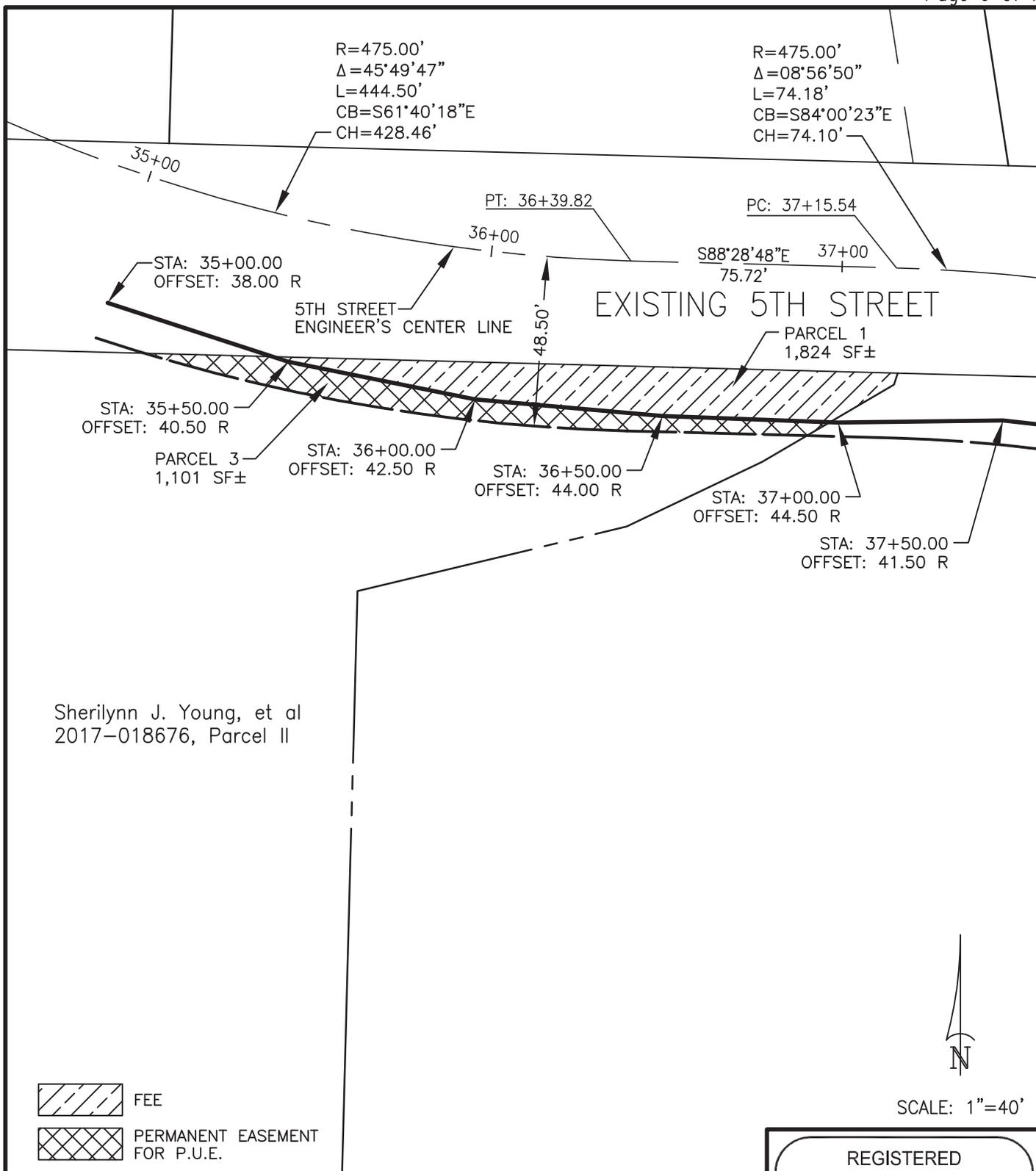
Property Vested in:

Sherilynn J. Young, et al.
3 1W 23BD 00600

EXHIBIT B

Page 270 of 294

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



Property Vested in:

Sherilynn J. Young, et al.

Fee, Permanent Easement PUE
5TH STREET TO KINSMAN EXTENSION

3 1W 23BD 00600



808 SW 3rd Ave., Ste. 300
Portland, OR 97204
Phone: (503) 287-6825

REGISTERED
PROFESSIONAL
LAND SURVEYOR

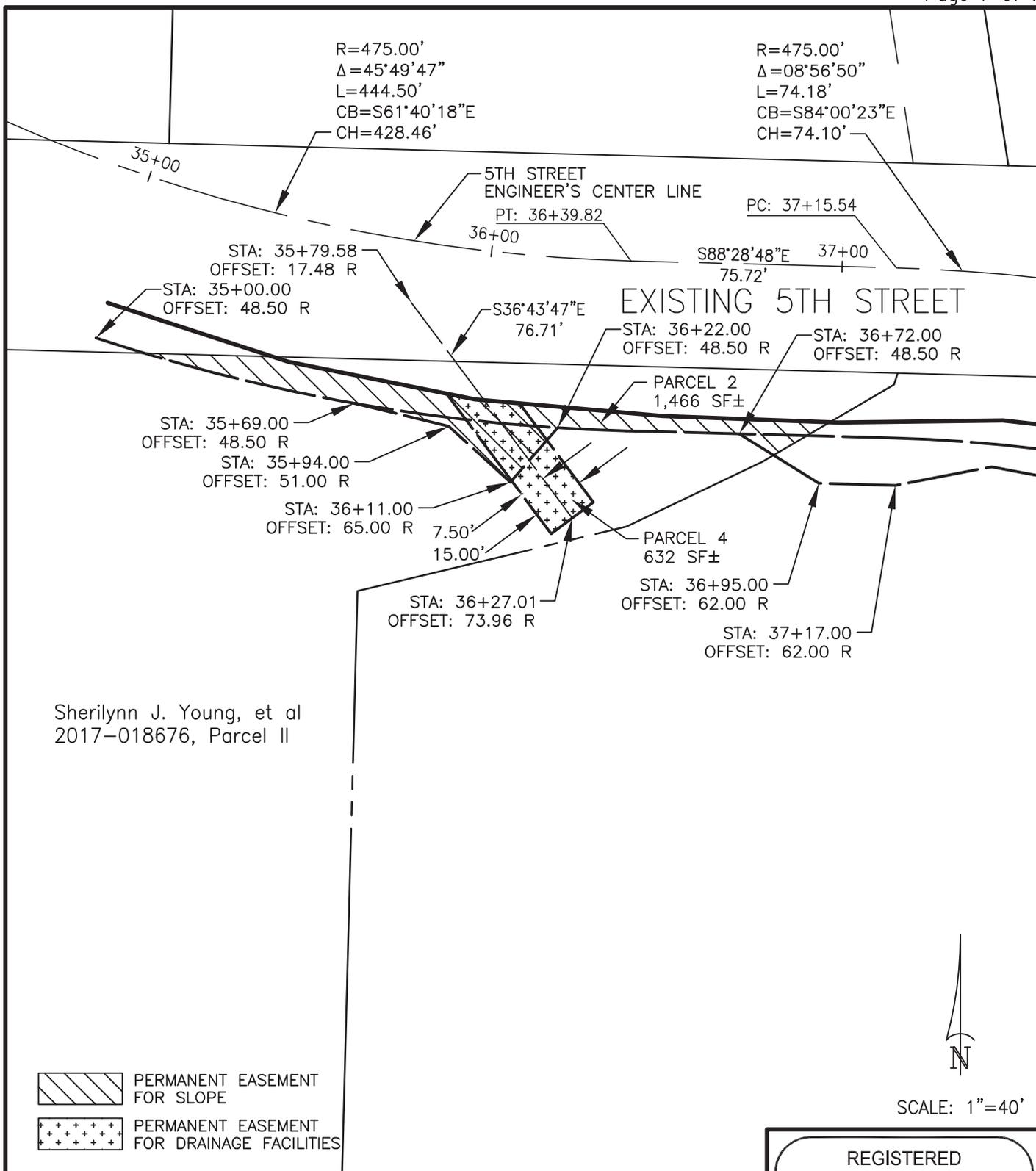
DIGITALLY SIGNED
2019.03.22 16:11:43-07'00'

OREGON
JULY 15, 2003
JERRY V. OSGOOD
51671LS
RENEWS: 12/31/20

EXHIBIT B

Page 290 of 294

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



Sherilynn J. Young, et al
2017-018676, Parcel II



SCALE: 1"=40'

Property Vested in:

Sherilynn J. Young, et al.

Permanent Easement Slope,
Drainage Facilities
5TH STREET TO KINSMAN EXTENSION

3 1W 23BD 00600



808 SW 3rd Ave., Ste. 300
Portland, OR 97204
Phone: (503) 287-6825

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED
2019.03.22 16:11:18-07'00'

OREGON
JULY 15, 2003
JERRY V. OSGOOD
51671LS

RENEWS: 12/31/20

EXHIBIT A

February 26, 2019

Page 1 of 2



808 sw third avenue, suite 300
portland, oregon 97204
503.287-6825 • fax 503.415-2304
www.otak.com

LEGAL DESCRIPTION TEMPORARY EASEMENT FOR CONSTRUCTION 5th STREET TO KINSMAN EXTENSION 3 1W 23BD 00600

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Thomas Bailey Donation Land Claim No. 45, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Parcel II and described in that Deed of Personal Representative to Sherilynn J. Young, et al., recorded March 20, 2017 as Recorder's Fee No. 2017-018676, Film Records of Clackamas County; said parcel being that portion of said property included in a strip of land variable in width, lying on the Southerly side of the center line of SW 5th Street, which center line is described as follows:

Beginning at SW 5th Street Engineer's center line Station 21+50.00, said station being 380.37 feet West and 717.02 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence South 47° 34' 14" East 68.03 feet; thence on a 475.00 foot radius curve left (the long chord of which bears South 66° 42' 08" East 311.35 feet) 317.22 feet; thence South 85° 50' 02" East 233.06 feet; thence on a 480.00 foot radius curve right (the long chord of which bears South 60° 20' 55" East 413.07 feet) 427.01 feet to a point of reverse curvature; thence on a 475.00 foot radius curve left (the long chord of which bears South 61° 40' 18" East 428.46 feet) 444.50 feet to SW 5th Street Engineer's center line Station 36+39.82, said station being equal to record 5th Street center line Station 15+21.87, said record center line shown on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon; thence along said record center line South 88° 28' 48" East 75.72 feet; thence leaving said record center line on a 475.00 foot radius curve right (the long chord of which bears South 84° 00' 23" East 74.10 feet) 74.18 feet to SW 5th Street Engineer's center line Station 37+89.72, said station being equal to said record 5th Street center line Station 13+71.82; thence along said record center line South 79° 31' 58" East 371.82 feet to SW 5th Street Engineer's center line Station 41+61.54, said station being equal to said record 5th Street center line Station 10+00.00.

Property Vested in:

Sherilynn J. Young, et al.
3 1W 23BD 00600

EXHIBIT A

February 26, 2019

Page 2 of 2

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

Station	to	Station	Width on Southerly Side of Center Line
35+44.00		35+94.00	48.50 in a straight line to 56.00
35+94.00		36+21.00	56.00 in a straight line to 89.00
36+21.00		36+95.00	89.00 in a straight line to 62.00

EXCEPT therefrom those Fee and Permanent Easement parcels concurrently acquired for this project.

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 1,602 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED
2019.03.22 16:10:08-07'00'

OREGON
JULY 15, 2003
JERRY V. OSGOOD
51671

RENEWS: 12/31/20

Property Vested in:

Sherilynn J. Young, et al.

3 1W 23BD 00600

EXHIBIT A



808 sw third avenue, suite 300
portland, oregon 97204
503.287-6825 • fax 503.415-2304
www.otak.com

LEGAL DESCRIPTION TEMPORARY EASEMENT FOR CONSTRUCTION 5th STREET TO KINSMAN EXTENSION 3 1W 23B 02000

A parcel of land in the City of Wilsonville, Clackamas County, Oregon, lying in the Robert V. Short Donation Land Claim No. 46, Township 3 South, Range 1 West, W.M., and being a portion of that property designated as Parcel II, Tract I, and described in that Warranty Deed to KJD Properties, LLC, recorded February 14, 2011 as Recorder’s Fee No. 2011-010492, Film Records of Clackamas County; said parcel being that portion of said property lying Easterly of the following described line:

Beginning at a point opposite and 64.00 feet Southerly of Engineer’s Station 25+33.00 on the center line of SW 5th Street; thence Southwesterly in a straight line to a point opposite and 189.00 feet Southerly of Engineer’s Station 25+22.00 on said center line; thence Southeasterly in a straight line to a point opposite and 203.00 feet Southerly of Engineer’s Station 25+77.00 on said center line.

The SW 5th Street center line referred to herein is described as follows:

Beginning at SW 5th Street Engineer’s center line Station 21+50.00, said station being 380.37 feet West and 717.02 feet South of the Northwest corner of the Thomas Bailey D.L.C. No. 45, Township 3 South, Range 1 West, W.M.; thence South 47° 34’ 14” East 68.03 feet; thence on a 475.00 foot radius curve left (the long chord of which bears South 66° 42’ 08” East 311.35 feet) 317.22 feet; thence South 85° 50’ 02” East 233.06 feet to SW 5th Street Engineer’s center line Station 41+61.54.

Bearings are based on County Survey No. 2017-241, filed October 26, 2017, Clackamas County, Oregon.

The above described parcel of land contains 4,213 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED
2019.03.22 14:17:28-07'00'

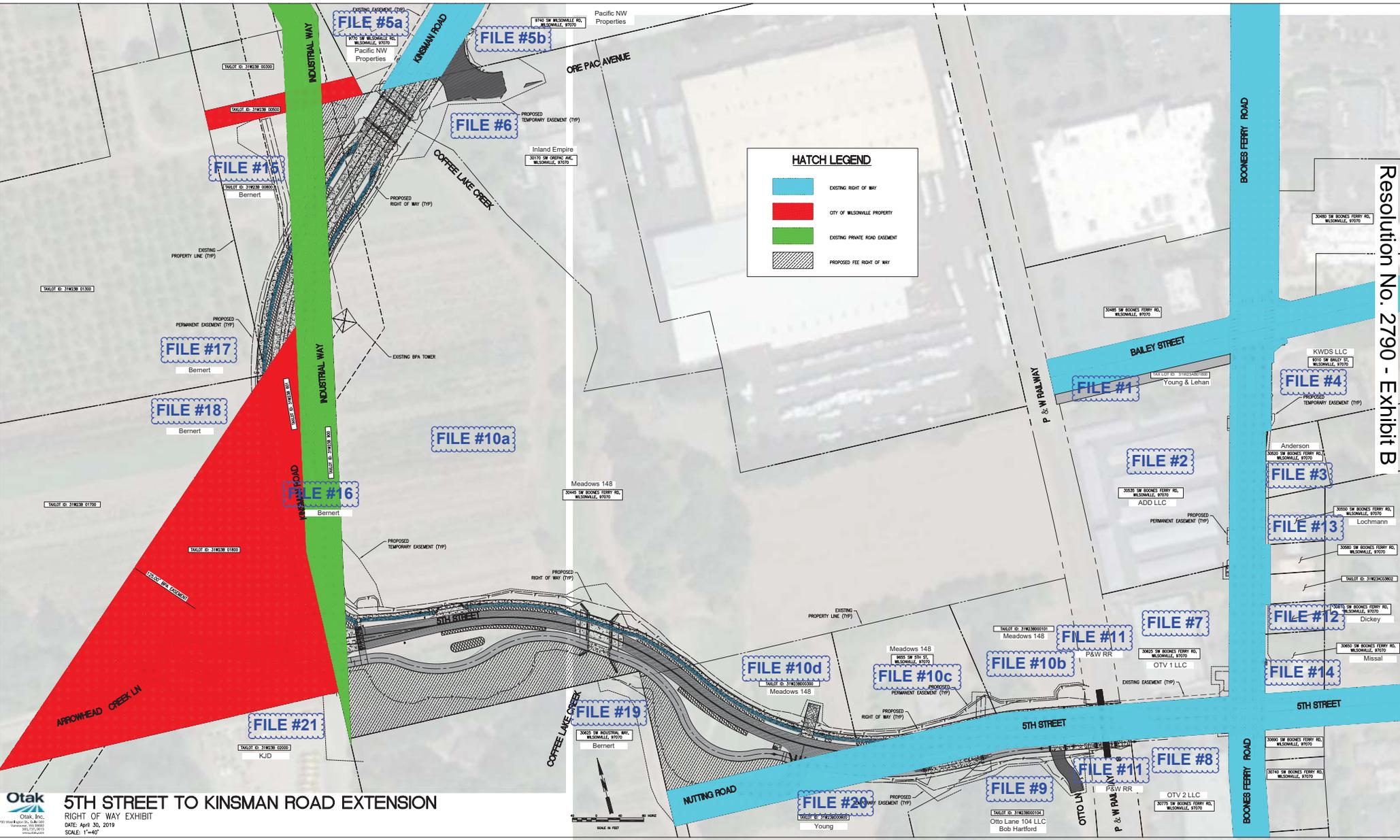
OREGON
JULY 15, 2003
JERRY V. OSGOOD
51671

RENEWS: 12/31/20

Property Vested in:
KJD Properties, LLC
3 1W 23B 02000

HATCH LEGEND

	EXISTING RIGHT OF WAY
	CITY OF WILSONVILLE PROPERTY
	EXISTING PRIVATE ROAD EASEMENT
	PROPOSED FEE RIGHT OF WAY





CITY COUNCIL MEETING STAFF REPORT

Meeting Date: February 3, 2020	Subject: Resolution No. 2791 & Ordinance No. 840 Term Limits Initiative Petition Staff Members: Barbara Jacobson, City Attorney; Bryan Cosgrove, City Manager and Kimberly Veliz, City Recorder Department: Legal/Administration	
Action Required	Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: February 3, 2020 <input checked="" type="checkbox"/> Ordinance 1 st Reading Date: February 3, 2020 <input checked="" type="checkbox"/> Ordinance 2 nd Reading Date: February 18, 2020 <input checked="" type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: Pertains to Term Limits Petition to be on May 2020 Ballot	
Staff Recommendation: None - see below.		
Recommended Language for Motion: See attached.		
Project / Issue Relates To:		
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input checked="" type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

As City Council is aware, the City received an Initiative Petition entitled *Wilsonville City Term Limits* on or about April 8, 2019 (“Petition”). Since that time, the petitioners have gathered the requisite number of signatures to have that Petition placed on the May 2020 ballot, and the County Elections Official has certified those signatures.

EXECUTIVE SUMMARY:

The City Council has 30 days to act on the Petition from the date it was presented to City Council on January 23, 2020. Action options include:

1. City Council can adopt the initiative. In that case, the Petition will not go on the ballot and the City Charter will be amended to include term limits. See attached Draft Resolution No. 1.
2. City Council can reject the Petition and refer it to the voters to decide. See Draft Resolution No. 2.
3. There is a third alternative, which is to reject the Petition and offer a competing petition. Staff could not prepare a draft resolution for this third option without knowing what the competing measure would be. Thus, if Council elects this Option 3, a competing measure and resolution will have to be prepared and adopted at the next City Council meeting, set for February 18, 2020, which is still within the 30 days Council has to take action.

If City Council fails to notify the County Elections Official within the requisite time period, the Elections Official will automatically put the Petition on the ballot.

Also attached to this report is Ordinance No. 840 that authorizes submission of a simple neutral Explanatory Statement for the voters' pamphlet of 500 words or less. Such statements are intended to aid the voters' understanding of the Petition, not to sway the vote one way or the other. Statements for or against may also be offered for the voters' pamphlet by groups or individuals, but not by the City.

Oregon elections laws require that the City adopt an Ordinance authorizing a neutral explanatory statement to be submitted for any initiative petition. Our City Charter and Code have very little guidance with respect to elections protocol and do not currently address explanatory statements. Legal recommends that the elections section needs overall improvement and clarity. However, in order to submit an explanatory statement for the Petition at hand, the City would need to have an Ordinance in place by the County's March 19, 2020 deadline requiring submittal, which is why such an Ordinance is included in this packet for your consideration. You are not required to submit a neutral explanatory statement. Thus, if you do not wish to do so, then you should reject the Ordinance.

In the interest of time, a proposed explanatory statement is attached. The statement has been carefully prepared to ensure neutrality. The statement has been discussed with officials from the Secretary of State's office. Although their staff does not approve or reject explanatory statements, they will give guidance on any words or phrases they believe could be construed as not being neutral. Based on their guidance, staff believes there are no words or phrases in this explanatory statement that could reasonably be construed as biased. The decision on whether or not to file an explanatory statement, however, is solely up to the direction of the City Council.

Finally, this Petition obviously presents an unusual and difficult issue to Council. The Petition would impact each member of Council, if it passes, in different ways. Please see the draft explanatory statement. The discussion among the Council members is therefore critical to the majority making an informed decision on the matters presented. Unlike other Council agenda items, staff cannot make any recommendation on this matter, except as to procedure and the options available.

It should be noted that public employees are precluded from campaigning for or against a measure once it goes to the ballot. That prohibition extends to preparing any materials or arranging any meeting for or against the matter. Elected officials are exempt from this restriction and are free to actively support or oppose. Therefore, you are all free to take a position but cannot ask for staff assistance in the furtherance of that position.

EXPECTED RESULTS:

An election will be held in May 2020 and a decision on term limits will be made.

TIMELINE:

May 2020.

CURRENT YEAR BUDGET IMPACTS:

N/A

FINANCIAL REVIEW / COMMENTS:

Reviewed by: CAR Date: 1/29/2020

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 1/29/2020

COMMUNITY INVOLVEMENT PROCESS:

Election in May 2020.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

If passed, mandatory term limits for Mayor and Council will apply in Wilsonville. The Measure is retroactive as to the current Council.

ALTERNATIVES:

Adopt Resolution 1 or Resolution 2. Adopt or reject Ordinance on First Reading.

CITY MANAGER COMMENT:

ATTACHMENTS:

1. Draft Resolution No. 2791 (Adopting)
2. Draft Resolution No. 2791 (Rejecting)
3. Ordinance No. 840
4. Draft Explanatory Statement

RESOLUTION NO. 2791

A RESOLUTION ADOPTING INITIATIVE MEASURE FOR TERM LIMITS.

Whereas, an initiative petition entitled Wilsonville City Term Limits (“Petition”) was submitted to the County Elections Official for inclusion on the May 2020 ballot; and

Whereas, the County Election Official determined the required number of signatures were presented to place the Petition on the May 2020 ballot; and

Whereas, City Council was made aware of that determination at the January 23, 2020 Council meeting, which was the first Council meeting held after the determination was provided by the County Election Official to the City Recorder; and

Whereas, Council must determine whether to adopt the initiative and amend the City Charter accordingly; reject the initiative and refer it to the voters at the May 2020 election; or reject the initiative and refer a competing measure to the voters.

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

1. The above Recitals are incorporated by reference, as if fully set forth.
2. The City Council hereby adopts the Initiative Measure with referral and directs staff to amend the City Charter to provide for Term Limits, as set forth in the Initiative Measure, to be presented to City Council for approval at the next meeting.
3. This Resolution shall take effect upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof the 3rd day of February, 2020 and filed with the City Recorder this date.

TIM KNAPP, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

ADOPTING

RESOLUTION NO. 2791**A RESOLUTION REJECTING INITIATIVE MEASURE FOR TERM LIMITS.**

Whereas, an initiative petition entitled Wilsonville City Term Limits (“Petition”) was submitted to the County Elections Official for inclusion on the May 2020 ballot; and

Whereas, the County Election Official determined the required number of signatures were presented to place the Petition on the May 2020 ballot; and

Whereas, City Council was made aware of that determination at the January 23, 2020 Council meeting, which was the first Council meeting held after the determination was provided by the County Election Official to the City Recorder; and

Whereas, Council must determine whether to adopt the initiative and amend the City Charter accordingly; reject the initiative and refer it to the voters at the May 2020 election; or reject the initiative and refer a competing measure to the voters.

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

1. The above Recitals are incorporated by reference, as if fully set forth.
2. The City Council hereby rejects the initiative and directs City staff to file the measure with the County Elections Official on the Form SEL 802 Notice of Measure Election.
3. This Resolution shall take effect upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof the 3rd day of February, 2020 and filed with the City Recorder this date.

TIM KNAPP, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

REJECTING

ORDINANCE NO. 840**AN ORDINANCE OF THE CITY OF WILSONVILLE AUTHORIZING THE PREPARATION, SUBMITTAL, AND PUBLICATION OF EXPLANATORY STATEMENTS FOR VOTERS' PAMPHLETS; AND DECLARING AN EMERGENCY.**

WHEREAS, Oregon elections laws require that, for any initiative or referendum by petition, an impartial, simple, and understandable statement explaining the measure and its effect shall be submitted by the governing body of the local government to the County Elections Official, provided the City has an ordinance providing for the preparation and submittal of such statement; and

WHEREAS, the City Council believes it is important that the public be informed of the impact of any initiatives and referendums that will amend the City Charter or Wilsonville Code, through use of an impartial, simple, and understandable explanatory statement in the voters' pamphlets; and

WHEREAS, the City has not had an initiative petition in several years, but an initiative petition was presented to the City Council at the January 23, 2020 meeting that will be placed on the May 2020 election; and

WHEREAS, the initiative is retroactive and will therefore impact the mayor and each member of the City Council in a different way; and

WHEREAS, the City Council wishes to inform the citizens of what impact the initiative, if passed, will have on the November 2020 election, and elections in the future, in a concise and neutral manner.

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

1. In accordance with Oregon elections laws requirements, the City Council hereby directs the City Manager, City Attorney, and/or City Elections Official (City Recorder) to prepare, submit, and publish an impartial, simple, and understandable statement for the May 2020 voters' pamphlets, explaining the measure and its effects.
2. City Council further directs the City Manager, City Attorney, and/or City Elections Official (City Recorder) to prepare, submit, and publish an impartial, simple, and

understandable statement for subsequent voters’ pamphlets where a City initiative or referendum is on the ballot.

- 3. Due to the postponement of the City Council meeting caused by the President’s Day holiday, coupled with the short time allowed for City Council to prepare and provide the explanatory statement to the County Elections Official, it is necessary for the preservation of public health, safety, and welfare that an emergency be declared, and this Ordinance shall be in full force and effect on the date of passage, following second reading.
- 4. This Ordinance will be effective upon enactment.

SUBMITTED to the Wilsonville City Council and read for the first time at a regular meeting thereof on the 3rd day of February 2020, commencing at the hour of 7 p.m., at the Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon, and scheduled for second reading at the following City Council meeting commencing at the same place on February 18, 2020 at 7:30 p.m.

Kimberly Veliz, City Recorder

ENACTED by the City Council on the ____ day of _____, 2020, by the following votes: Yes: ____ No: ____

Kimberly Veliz, City Recorder

DATED and signed by the Mayor the ____ day of _____, 2020.

TIM KNAPP, MAYOR

SUMMARY OF VOTES:

- Mayor Knapp
- Council President Akervall
- Councilor Lehan
- Councilor West
- Councilor Linville

DRAFT EXPLANATORY STATEMENT

This Measure, if passed by voters, would retroactively amend the City of Wilsonville Charter to add a “City Council Term Limits” section. The current Charter does not impose term limits.

If the Measure is passed, it would prohibit any person from serving as a mayor, city councilor, or combination of both, for more than 12 years in any 20-year period. This 12-year period applies to the total amount of time a person serves on the Wilsonville City Council, regardless of the position held. Under the Measure, during any 20-year period, a city councilor could run for mayor if doing so would not exceed the total 12-year limit, including time already served as a city councilor. Similarly, a mayor could run for city council if doing so would not exceed the total 12-year time limit, including time already served as a mayor.

The Measure would also apply to a person appointed to complete a term in office. For example, a person appointed to serve any portion of a four-year term caused by a vacancy would be eligible to serve two (2) additional four-year terms in any City Council office (mayor or city councilor) because running for a third term would exceed the 12-year limit. In such instance, the effect of the Measure would result in a term limit of less than 12 years. This would be the case for one current City Councilor.

This Measure is retroactive. If the Measure passes, the current Mayor could finish his current term but would not be eligible to run or be re-elected in November 2020. The longest tenured City Council member, whose term expires in 2021, could serve until 2021 but would not be eligible for re-election in 2021. If re-elected in November 2020, the current City Council President would thereafter be eligible for one more term, in any capacity. The remaining two City Councilors would each be eligible to run for two more terms, in any capacity, from the date their current terms expire (2020 and 2022).

If the Measure fails, there would be no mandatory term limits in Wilsonville and re-election would remain up to the voters at the expiration of each four-year term. There would be no term restriction on who could run for office. Voters would continue to decide whether any mayor or city councilor running for re-election would continue in office.