

**RECORDING COVER SHEET  
ORS 205.234**

This cover sheet has been prepared by the person presenting the attached instrument for recording. Any error in this cover sheet DOES NOT affect the transaction(s) contained in the instrument itself.



01621040201100556630100185  
I, Richard Hebernick, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.  
Richard Hebernick, Director of Assessment and Taxation, Ex-Officio County Clerk



**A. AFTER RECORDING RETURN TO -** required by ORS 205.180(4) & 205.238:  
**Lawyers Title - Bob Brandon**  
**1120 NW Couch #500**  
**Portland OR 97209**

**B. TITLE(S) OF THE TRANSACTION(S) -** required by ORS 205.234(1)(a)  
Note: "Transaction" means any action required or permitted by law to be recorded, including, but not limited to, any transfer, encumbrance or release affecting title to or an interest in real property. Enter descriptive title for the instrument:  
Public Right-of-Way and Easement

**C. DIRECT PARTY / GRANTOR -** required by ORS 234(1)(b)  
Jen-Lih C. Hung and Angelo Chen-Jung Hung

**D. INDIRECT PARTY / GRANTEE -** required by ORS 234(1)(b)  
Tualatin Hills Park and Recreation District

**E. For an instrument conveying or contracting to convey fee title, the information required by ORS 93.260:**  
**UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS:**

**F. TRUE AND ACTUAL CONSIDERATION** - required by ORS 93.030 for instrument conveying or contracting to convey fee title or any memorandum of such instrument:

\$

**G. TAX ACCOUNT NUMBER OF THE PROPERTY, IF THE INSTRUMENT CREATES A LIEN OR OTHER INTEREST THAT COULD BE SUBJECT TO TAX FORELCOSURE -** required by ORS 312.125(4)(b)(B):

**H. If the instrument is being re-recorded under ORS 205.244, THIS INSTRUMENT IS RERECORDED AT THE REQUEST OF Lawyers Title of Oregon, LLC TO CORRECT PREVIOUSLY RECORDED IN BOOK \_\_\_\_\_ AND PAGE \_\_\_\_\_ OR AS FEE NUMBER 2011-031350.** Additional description of correction or other information, if applicable: A correction Property legal Description page is added to correct a typographical error in the Subdivision name. The subject property is in The Four Seasons No. 3, Washington County, OR

90  
31

LAWYERS TITLE INS. CORP.  
Commercial Services  
32F0001953

Washington County, Oregon  
04/26/2011 02:29:58 PM

2011-031350

D-E Cnt=1 Sht=22 | REED  
\$90.00 \$5.00 \$11.00 \$16.00 - Total = \$111.00



01683004201100313500160168

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

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



88  
After recording return to:  
Tualatin Hills Park and Recreation  
15707 Sw Walker Road  
Beaverton, OR 97006

**PUBLIC RIGHT-OF-WAY AND EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that, JEN-LIH C. HUNG AND ANGELO CHEN-JUNG HUNG hereinafter referred to as "Grantor", does hereby grant unto TUALATIN HILLS PARK AND RECREATION DISTRICT, an Oregon park and recreation district organized under ORS chapter 266, hereinafter referred to as "THPRD", a perpetual and non-exclusive right-of-way and easement for a pedestrian pathway over and across the following described real property situated in the County of Washington, State of Oregon as more fully described below and on:

EXHIBIT "A" AND EXHIBIT "B" attached hereto, and incorporated by reference as if fully set forth herein.

together with a temporary construction easement also described in EXHIBIT B hereto and incorporated by reference as if fully set forth herein.

The temporary construction easement shall be effective only for and during the time of the initial construction of the below described public improvements.

TO HAVE AND TO HOLD the above described right-of-way and easement, hereinafter referred to as "Property", unto THPRD in accordance with the conditions and covenants as follows:

1. The Purchase Price for the Property will be SIXTY THOUSAND DOLLARS (\$60,000.00), payable as follows:

1.1. Earnest Money Deposit. Within ten (10) days after execution of this Easement, THPRD shall deposit into escrow with Lawyers Title Insurance Corporation (the "Title Company") the sum of \$1,000.00 (the "Earnest Money"). accrued interest will be treated as part of the Earnest Money. If the Earnest Money is retained by Grantor, Grantor will receive the interest. If the Earnest Money is retained by THPRD, THPRD will receive the interest. At Closing, the Earnest Money, together with interest on it, if any, will be credited toward payment of the Purchase Price.

1.2. Balance of Purchase Price. On or before the Closing Date (as hereafter defined), THPRD shall deposit into escrow with the Title Company the balance of the Purchase Price.

2. Closing Date. This transaction shall close no later than ninety (90) days after the Effective Date of this Easement, unless otherwise extended as set forth herein (the "Closing Date" or "Closing"). Closing will occur at the office of Lawyers Title Insurance Company, located at 1120 NW Couch Street, Suite 500, Portland, Oregon 97209.

LAWYERS TITLE INS. CORP. 32f 001953  
Commercial Services

3. **Permitted Use.** THPRD, through its officers, employees and agents, shall have the right to enter upon said lands in such a manner and at such times from the Effective Date as may be reasonably necessary for the purpose of constructing, building, patrolling, replacing and maintaining thereon a pedestrian pathway along said right-of-way for use by the public, including the construction of a fence as depicted in Exhibit B and such renewals, repairs, replacements and removals as may be from time to time required. The exact location of the Trail shall be determined by THPRD after design is complete and development approvals have been received and will be depicted in a revised Exhibit B. Said right shall be perpetual for so long as THPRD shall operate or cause to be operated a pedestrian pathway for public use.

4. **THPRD's Title Review.**

4.1. **Title Report; Unacceptable Exceptions.** Within fifteen (15) days after the Effective Date, THPRD shall order from the Title Company a preliminary title report on the Property, along with legible copies of all plats and exceptions documents referenced in such report (the "Title Report"). THPRD will have forty-five (45) days following the later of (i) the Effective Date or (ii) THPRD's receipt of the Title Report to review the Title Report and give Grantor written notice of the exceptions listed in the Title Report that are unacceptable to THPRD (the "Unacceptable Exceptions"). Mortgages, delinquent taxes, or other financial obligations secured by the Property are automatically deemed Unacceptable Exceptions. If THPRD notifies Grantor of its objection to any Unacceptable Exceptions, Grantor will thereafter have fifteen (15) days to provide THPRD written notice stating whether Grantor will (at Grantor's sole cost and expense) cause such exceptions to be removed. If Grantor refuses to remove any of the Unacceptable Exceptions and THPRD is not then satisfied with the condition of the Property, THPRD may elect to terminate this Easement, in which event the Earnest Money shall be returned to THPRD.

4.2. **Failure to Deliver at Closing.** If Grantor fails to eliminate any Unacceptable Exception by the Closing Date, then THPRD may, without limiting any of its otherwise available remedies, elect to either (a) accept the Property subject to such exceptions, (b) refuse to accept the Property and terminate this Easement, in which case the Earnest Money shall be refunded to THPRD, or (c) extend the Closing Date for a period of forty-five (45) days to provide Grantor with additional time to remove such exceptions. If THPRD elects option (c) and at the end of the 45-day period such exceptions have not been removed, THPRD may then elect to proceed in accordance with either option (a) or (b) described above.

4.3. **Permitted Exceptions.** All exceptions other than the Unacceptable Exceptions objected to by THPRD shall be deemed acceptable to THPRD (the "Permitted Exceptions"). Should the Title Company inform THPRD of any new title exceptions not appearing on the initial Title Report, such new exceptions shall be deemed Unacceptable Exceptions, unless specifically accepted in writing by THPRD.

5. **THPRD's Due Diligence and Inspections.**

5.1. **Grantor's Delivery of Documents.** Within fifteen (15) days after the Effective Date, Grantor shall deliver to THPRD any and all material information and documentation in Grantor's possession or control pertaining to the Property (the "Due Diligence Documents"). The Due Diligence Documents include (without limitation) copies of (a) all environmental data, studies, analyses, and reports relating to the Property or any neighboring property, (b) any existing survey of the Property, (c) any existing leases, boundary agreements, road maintenance agreements, or

other contracts relating to all or a portion of the Property, (d) all topographical, geotechnical, wetlands, soils, and groundwater reports, or any other professional reports relating to the Property, (e) any well logs or water right certificates or permits relating to the Property, and (f) copies of any government permits, land use approvals or conditions, or zoning restrictions affecting the Property. If Grantor is aware of the existence of any material information and documentation pertaining to the Property that are not in Grantor's possession or control, Grantor shall notify THPRD of the existence of such information within fifteen (15) days after the Effective Date or two (2) business days after learning of the such information. Should Grantor fail to timely provide THPRD with the Due Diligence Documents, THPRD may, at THPRD's sole discretion, extend the Closing Date for a period not to exceed twenty (20) days so that THPRD may have adequate time to review such additional documentation.

5.2. Property and Environmental Inspections. THPRD and its agents, including but not limited to consultants, surveyors, engineers, home inspectors, appraisers, and other professionals hired by THPRD, shall have the right to access the Property to conduct environmental studies (including but not limited to Phase I and Phase II Environmental Site Assessments and determining the suitability of the Property for wetland mitigation projects), structural inspections, sewer and septic system sampling, asbestos and lead testing, and any other due diligence THPRD deems necessary. Grantor shall cooperate with THPRD in making such inspections. THPRD and its agents will have the right to enter the Property at reasonable times before Closing to perform such surveys, analyses, studies, appraisals, and other due diligence that THPRD deems necessary; provided, however, that THPRD shall give Grantor forty-eight (48) hours notice prior to entering the Property. Any area disturbed by THPRD's inspections shall be restored by THPRD, at THPRD's sole costs and expense, to its pre-inspection condition.

## 6. Conditions Precedent to Closing.

6.1. Conditions Precedent to THPRD's Obligations. In addition to any other conditions contained in this Easement, the conditions set forth in this Section 6.1 must be satisfied prior to THPRD's obligation to acquire the Property. These conditions are intended solely for THPRD's benefit and THPRD has the sole right and discretion to waive, by written notice, any of the conditions. In the event any condition is not satisfied or waived on or before Closing, THPRD will have the right to terminate this Easement, in which event the Earnest Money shall promptly be returned to THPRD.

6.1.1. Board Approval. Prior to Closing, purchase of the Property must be approved by the THPRD Board of Directors.

6.1.2. Due Diligence and Inspection Results. THPRD must be satisfied, in its sole and absolute discretion, with its review of the Due Diligence Documents and the results of THPRD's inspections of the Property conducted under Section 5.2 above. If THPRD notifies Grantor prior to the Closing Date that THPRD is not satisfied with the Property due to the results of its due diligence and inspections under Section 5, the Closing Date will be automatically extended for a period of forty-five (45) days so that Grantor and THPRD may address such results. If at the end of the 45-day period, THPRD and Grantor have not reached an agreement regarding the issues disclosed as a result of such due diligence and inspections, then this Easement will automatically terminate and the Earnest Money shall be refunded to THPRD.

6.1.3. Right of Way and Easement. At Closing, Grantor shall grant a perpetual and nonexclusive right-of-way and easement as herein described to THPRD.

6.1.4. Representations, Warranties, and Covenants of Grantor. Grantor's representations, warranties, and covenants set forth in this Easement shall be true and correct as of the Closing Date.

6.1.5. No Material Changes. At Closing, there shall have been no material adverse changes related to or connected with the Property.

6.1.6. Grantor's Deliveries. Grantor shall have timely delivered each item to be delivered by Grantor pursuant to this Easement.

6.1.7. Removal of Personal Property and Debris. Grantor shall have removed or have caused to be removed from the Property, at Grantor's sole cost and expense, any and all personal property and/or trash, rubbish, debris, illegally dumped materials or illegal fill materials.

6.2 Conditions Precedent to Grantor's Obligations. Closing and Grantor's obligations with respect to the transactions contemplated by this Easement are subject to:

6.2.1 THPRD's delivery to the Title Company on or before the Closing Date of (i) the Purchase Price and (ii) the documents and materials described below in Section 7.2.

6.2.2 Prior to using the Property for public access, THPRD will build and maintain a fence along the property line and easement line in the locations identified in Exhibit C effectively enclosing the Easement Area and the Grantor's property. In addition to the fence along the easement line, a low wall will be installed along the front yard portion of the easement line. Grantor will allow THPRD's staff and contractors to enter on to Grantor's property only to the extent necessary to remove vegetation along the fence line and to install the fence. Removal of vegetation may be done as necessary to install the fence without Grantor's approval. The obligations set forth in this Section 6.2.2 will survive Closing.

6.2.3 Prior to Closing, THPRD will obtain necessary approvals required by The Four Seasons Homeowners Association (HOA) including but not limited to approval to build the fence referenced in Section 6.2.2 above. Grantor agrees to cooperate with THPRD in obtaining the necessary approvals. Both parties agree to automatically extend the Closing Date in the event HOA approval has not occurred before Closing.

6.2.4 Maintenance and Construction. THPRD shall enter on the Property for purpose of constructing, building, patrolling, replacing and maintaining thereon a pedestrian pathway along said right-of-way for use by the public, including the construction of a fence as set forth under Section 6.2.2 above and such renewals, repairs, replacements and removals as may be from time to time required. THPRD is also responsible for the construction, improvements, landscaping, riparian restoration and related utilities to be located within the Property and will obtain all necessary governmental approvals and permits for such work prior to construction. The obligations set forth in this Section 6.2.4 will survive Closing.

6.3 Failure of Conditions. In the event any of the conditions set forth above in Sections 6.1 or 0 are not timely satisfied or waived for a reason other than the default of THPRD or Grantor

under this Easement, then this Easement, escrow, and the rights and obligations of THPRD and Grantor hereunder shall terminate and the Earnest Money shall be returned to THPRD.

**6.4 Cancellation Fees and Expenses.** In the event the escrow terminates because of the nonsatisfaction of any condition for a reason other than the default of Grantor under this Easement, THPRD shall pay the cancellation charges required to be paid to the Title Company. In the event this escrow terminates because of Grantor's default, Grantor shall pay the cancellation charges required to be paid to the Title Company.

**7. Deliveries to the Title Company.**

**7.1. By Grantor.** On or before the Closing Date, Grantor shall deliver the following into escrow with the Title Company:

**7.1.1. Other Documents.** Such other fully executed documents and funds as are required of Grantor in accordance with this Easement, including (without limitation) escrow instructions.

**7.2. By THPRD.** On or before the Closing Date, THPRD shall deliver the following into escrow with the Title Company.

**7.2.1. Purchase Price.** The Purchase Price, in accordance with Section 1 above.

**7.2.2. Proof of Authority.** Such proof of THPRD's authority to enter into this Easement and consummate the transaction contemplated hereunder.

**7.2.3. Other Documents.** Such other fully executed documents and funds as are required of THPRD in accordance with this Easement, including (without limitation) escrow instructions.

**8. Deliveries to THPRD at Closing.**

**8.1 Right to Nonexclusive Possession.** At Closing, Grantor shall deliver to THPRD (i) nonexclusive possession of the Property and (ii) keys to all improvements and personal property located on the Property.

**9. Closing Costs.** THPRD will cover all closing costs including but not limited to costs associated with escrow and deed recordation.

**10. Grantor's Representations and Warranties.** Grantor hereby warrants and represents to THPRD the following matters, and acknowledges that they are material inducements to THPRD to enter into this Easement. Grantor agrees to indemnify, defend, and hold THPRD harmless from all expense, loss, liability, damages and claims, including (without limitation) attorney's fees, arising out of the breach or falsity of any of Grantor's representations, warranties, and covenants. These representations and warranties shall survive Closing. Grantor warrants and represents to THPRD that the following matters are true and correct:

**10.1. Authority.** Grantor has full power and authority to enter into this Easement (and the persons signing this Easement for Grantor, if Grantor is not an individual, have full power and authority to sign for Grantor and to bind it to this Easement) and to grant a right-of-way and easement in accordance with this Easement. No further consent of any partner, shareholder,

creditor, investor, judicial or administrative body, governmental authority, or other party is required.

10.2. Hazardous Substances. For purposes of this Easement, the term "Hazardous Substances" has the meaning defined in and includes those substances set forth in ORS 465.200. Grantor warrants and represents as follows:

(a) Grantor has not brought onto, stored on, buried, used on, emitted or released from, or allowed to be brought onto, stored on, buried, used on, emitted, released from, or produced or disposed of, from, or on the Property, any Hazardous Substances in violation of any environmental laws of the federal or state government;

(b) To Grantor's knowledge, no underground storage tanks are located on the Property other than as specified in 12.4 (a) above, including (without limitation) any storage tanks that may have at one time contained any Hazardous Substances;

(c) To Grantor's knowledge, the Property is materially in compliance with applicable state and federal environmental standards and requirements affecting it;

(d) Grantor has not received any notices of violation or advisory action by regulatory agencies regarding environmental control matters or permit compliance with respect to the Property;

(e) Grantor has not transferred, and to Grantor's knowledge no other person has transferred, Hazardous Substances from the Property to another location that is not in compliance with applicable environmental laws, regulations, or permit requirements; and

(f) There are no proceedings, administrative actions, or judicial proceedings pending or, to Grantor's knowledge, contemplated under any federal, state, or local laws regulating the discharge of hazardous or toxic materials or substances into the environment.

10.3. Encroachments. To Grantor's knowledge (a) no existing building, structure, or improvement of any kind encroaches upon the Property from any adjacent property, and (b) there are no present or past discrepancies or disputes regarding the boundaries of the Property.

10.4. Rights and Contracts Affecting Property. Except for this Easement, Grantor has not entered into any other contracts for the sale of the Property, nor do there exist any rights of first refusal or options to purchase the Property. Except for those exceptions of record listed on the Title Report, Grantor owns the Property in fee, free and clear of all liens, conditions, reservations, mortgages, leases, licenses, easements, prescriptive rights, permits, or other similar encumbrances. Grantor has not sold, transferred, conveyed, or entered into any agreement regarding timber rights, mineral rights, water rights, "air rights," or any other development or other rights or restrictions relating to the Property, and to Grantor's knowledge no such rights encumber the Property.

10.5. Possession. Except as specifically set forth in this Easement, there are no leases, licenses, or other agreements permitting, nor has Grantor entered into any course of conduct that would permit, any person or entity to occupy or use any portion of the Property.

10.6. Recitals. The statements and information set forth in the Recitals are true and correct.



10.7. **No Legal Proceedings.** There is no suit, action, arbitration, judgment, legal, administrative, or other proceeding, claim, lien, or inquiry pending or threatened against the Property or against Grantor that could (a) affect Grantor's right or title to the Property, (b) affect the value of the Property, or (c) subject an owner of the Property to liability.

10.8. **Mechanic's and Other Liens.** No work on the Property has been done or materials provided that would give rise to actual or impending mechanic's liens, private liens, or any other liens, against the Property.

10.9. **Public Improvements or Governmental Notices.** To Grantor's knowledge, there are no intended public improvements which will result in the creation of any liens upon the Property, nor have any notices or other information been served upon Grantor from any governmental agency notifying Grantor of any violations of law, ordinance, rule or regulation which would affect the Property.

10.10. **Breach of Agreements.** The execution of this Easement will not constitute a breach or default under any agreement to which Grantor is bound or to which the Property is subject.

10.11. **Bankruptcy Proceedings.** No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending or, to Grantor's knowledge, threatened against Grantor, nor are any such proceedings contemplated by Grantor.

10.12. **Changed Conditions.** If Grantor discovers any information or facts that would materially change the foregoing warranties and representations, Grantor shall immediately give notice to THPRD of those facts and information. If any of the foregoing warranties and representations ceases to be true before Closing, Grantor shall use its best efforts to remedy the problem, at its sole expense, before Closing. If the problem is not remedied before Closing, THPRD may elect to either: (a) terminate this Easement, in which case THPRD will have no obligation to purchase the Easement and the Earnest Money shall be refunded to THPRD, or (b) extend the Closing Date for a period not to exceed forty-five (45) days or until such problem has been remedied, whichever occurs first. Should THPRD extend the Closing Date and the problem is not remedied within the 45-day timeframe, THPRD may then elect to terminate this Easement and receive a refund of its Earnest Money; provided, however, that such election will not constitute a waiver of THPRD's rights in regard to any loss or liability suffered as a result of a representation or warranty not being true, nor will it constitute a waiver of any other remedies provided in this Easement or by law or equity.

11. **Condition of the Property Through Closing.** Grantor further represents, warrants, and covenants that until this transaction is closed or escrow is terminated, whichever occurs first, it shall (a) maintain the Property in substantially the same condition as it was on the Effective Date, with no tree cutting, timber harvesting, or alteration of the Property in any way, (b) comply with all government regulations, and (c) keep THPRD timely advised of any repair or improvement required to keep the Property in substantially the same condition as it was on the Effective Date.

12. **THPRD's Representations and Warranties.** In addition to any express agreements of THPRD contained herein, the following constitute representations and warranties of THPRD to Grantor:

(a) Subject to the conditions stated herein, THPRD has the legal power, right, and authority to enter into this Easement and the instruments referred to herein and to consummate the transactions contemplated herein;

(b) Subject to the conditions stated herein, all requisite action has been taken by THPRD in connection with entering into this Easement and the instruments referred to herein and the consummation of the transactions contemplated herein; and

(c) Subject to the conditions stated herein, the persons executing this Easement and the instruments referred to herein on behalf of THPRD have the legal power, right, and actual authority to bind THPRD to the terms and conditions of this Easement.

### 13. Legal and Equitable Enforcement of This Easement.

13.1. Default by Grantor. In the event Closing and the consummation of the transaction herein contemplated do not occur by reason of any default by Grantor, THPRD shall be entitled to all its out-of-pocket expenses incurred in connection with the transaction, including the Earnest Money, and will have the right to pursue any other remedy available to it at law or equity.

13.2. Default by THPRD. In the event Closing and the consummation of the transaction herein contemplated do not occur by reason of any default by THPRD, THPRD and Grantor agree that a reasonable estimate of the total net detriment that Grantor would suffer in the event that THPRD defaults and fails to complete the purchase of the Easement is and will be an amount equal to the Earnest Money. This amount shall be Grantor's sole and exclusive remedy (whether at law or in equity), and the full, agreed, and liquidated damages for the breach of this Easement by THPRD. The payment of said amount as liquidated damages is not intended as a forfeiture or penalty. All other claims to damage or other remedies are hereby expressly waived by Grantor. Upon default by THPRD, this Easement will terminate and except as set forth in this section, neither party will have any further rights or obligations hereunder or to one another.

14. Notices. All notices required or permitted to be given must be in writing to the address set forth below and will be deemed given upon (a) personal service or (b) deposit in the United States Mail, postage prepaid. All such notices shall be deemed received (x) upon personal service, (y) three (3) days after deposit in the United States Mail, postage prepaid, or (z) one (1) day after deposit with a nationally recognized overnight courier service.

To Grantor: Jen-Lih C. Hung and Angelo Chen-Jung Hung  
5960 SW 150<sup>th</sup> Avenue  
Beaverton, Oregon 97005  
Phone No. (503) 6418691

To THPRD: THPRD  
William Eadie  
Bond Land Acquisition Specialist  
15707 SW Walker Rd.  
Beaverton, Oregon 97006  
Fax No. (503) 629-6301  
Phone No. (503) 789-8939

The foregoing addresses may be changed by written notice, given in the same manner. Notice given in any manner other than the manners set forth above will be effective when received by the party for whom it is intended. Telephone, email, and fax numbers are for information only.

15. **Further Actions of THPRD and Grantor.** THPRD and Grantor agree to execute all such instruments and documents and to take all actions pursuant to the provisions of this Easement in order to consummate the purchase and sale contemplated and both parties shall use their best efforts to accomplish Closing in accordance with the provisions hereof.

16. The terms, conditions and provisions of this Easement shall extend to and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the undersigned Grantor has executed this easement, this 28<sup>th</sup> day of December, 2010.  
tc

GRANTOR(S): Angelo C. Hung & Jen-Lih C. Hung 12/28/2010  
Date

By: ANGELO C. HUNG JEN-LIH C. HUNG

Title: Property Owners

THPRD: [Signature] 1/4/11  
Date

By: Doug Menke

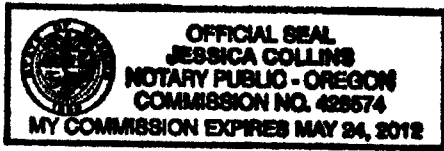
Title: General Manager

Reviewed as to form \_\_\_\_\_ Date \_\_\_\_\_

STATE OF OREGON )  
County of Washington ) ss

On this 28<sup>th</sup> day of December, 2010, before me, a notary public in and for said County and State, personally appeared Angelo Hung & Jen-Lih Hung, whose identity is proved to me on the basis of satisfactory evidence and who by me duly sworn (or affirmed), did say that (he/she) is the Property owners of 5960 SW 150th, Beaverton, OR, and that said document was signed

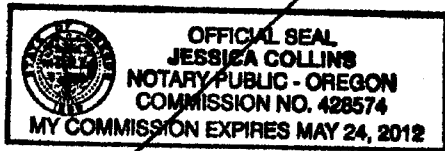
by him/her in behalf of said corporation by authority of its bylaws (or of a Resolution of its Board of Directors), and acknowledged to me that said corporation executed the same.



Jessica Collins  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: May 24, 2012

STATE OF OREGON )  
 ) SS  
County of Washington )

On this 4<sup>th</sup> day of January, 2011, before me personally appeared Doug Menne, personally known to me to be the person whose name is subscribed to this instrument and acknowledged that she executed the same.



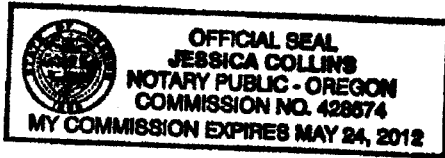
Jessica Collins  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: May 24, 2012

*See attached*

Acknowledgement correction page to Easement

State of Oregon, County of Washington) ss.

On this 28<sup>th</sup> day of December, 2010, before me, a notary public in and for said county and state, personally appeared Angelo C. Hung and Jen Lih C. Hung, personally known or proven to me to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.



Jessica Collins  
Notary Public in and for Oregon  
My commission expires May 24, 2012

State of Oregon, County of Washington) ss.

On this 4th day of January, 2011, before me, a notary public in and for said county and state, personally appeared Doug Menke, whose identity is proved to me on the basis of satisfactory evidence and who by me duly sworn (or affirmed), did say that he is the general manager of Tualatin Hills Park and Recreation District, and that said document was signed by him in behalf of said corporation by authority of its bylaws (or of a Resolution of its Board of Directors) and acknowledged to me that said corporation executed the same.



Jessica Collins  
Notary Public in and for Oregon  
My commission expires May 24, 2012

**Exhibit A  
Property Legal Description**

**Permanent Easement Description**

The north 10 feet of Lot 30, THE FOUR SEASONS NO. 4, Washington County, Oregon.

**Temporary Easement Description**

The north 15 feet of Lot 30, THE FOUR SEASONS NO.4, Washington County, Oregon.

Exhibit "B"  
page 1 of 2

### BOUNDARY SURVEY

FOR TUMLATH HILLS PARK & RECREATION DISTRICT  
IN LOT 30 "THE FOUR SEASONS NO. 3"  
LOCATED IN THE SE 1/4 OF SEC. 17, T. 13, R. 1W, W.M.  
WASHINGTON COUNTY, OREGON  
SCALE: 1"=30' NOVEMBER 1, 2010



#### LEGEND

- — MONUMENT FOUND AS NOTED—RINGS FOUND  
BUT WERE UNRECOVERED.
- ⊕ — ONE (1) INCH IRON RODS WERE DISCOVERED "TERRIBLE PLS  
TERR" SET IN CORNER
- — 1/2 X 3/8 INCH IRON RODS SET WITH YELLOW  
PLASTIC CAP DISCOVERED "TERRIBLE PLS 1000"
- ( ) — RECORDS SHOWN AND/OR BEARING PER PLAN, UNLESS  
OTHERWISE NOTED BY SURVEY NUMBER.
- [ ] — PROBABLE CORNER OR FIRST RECORD OF MONUMENT  
BY SURVEY NUMBER.
- ⊙ — COMPUTER POINT NUMBER.
- PLAN — PLAN OF "THE FOUR SEASONS NO. 3"

#### NOTES

1. REFERENCE MATERIAL:  
PLAN: "THE FOUR SEASONS NO. 3," "THE FOUR SEASONS NO. 3,"  
"CORRECTION ERRORS"
2. BASIS OF BEARING: PER PLAN, BASED BETWEEN THE MONUMENTS  
AT POINTS ⊙ AND ⊙.

#### NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO FIND OR SET THE CORNER  
MONUMENTS OF LOT 30 "THE FOUR SEASONS NO. 3". FIELD WORK BEGAN ON  
NOVEMBER 1, 2010 WITH ROBERT OWEN PLS 2308 AND BEARINGS BEYOND PLS  
8718) AS THE FIELD GREN A TRIPLE BEAD TOOL SURVEY WAS USED FOR  
ALL MEASUREMENTS.

I ACCEPTED THE MONUMENTS AT POINTS ⊙, ⊙ AND ⊙ AS THE  
SOUTHWEST CORNER OF LOT 31, THE SOUTHWEST CORNER OF LOT 30 AND THE  
NORTHEAST CORNER OF LOT 30, RESPECTIVELY.

TO ESTABLISH THE MONUMENT AND SOUTHWEST CORNER (POINTS ⊙  
AND ⊙), I HELD PROVISIONAL PLAT BARS BETWEEN THE FOUND IRON RODS  
AT POINTS ⊙ AND ⊙.

ALL NEW MONUMENTS WERE SET ON NOVEMBER 1, 2010.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JULY 11, 1859  
1893

EXPIRES 6/30/2011

**CASWELL/  
HERTEL**  
SURVEYORS INC.  
6150 S.W. 134th AVE.  
BEAVERTON, OREGON 97008  
(503) 644-3178  
JOB NO. 7083

WASHINGTON COUNTY  
SURVEYOR'S OFFICE  
ACCEPTED FOR FILING

EXHIBIT B

**Exhibit A  
Property Legal Description**

**Permanent Easement Description**

The north 10 feet of Lot 30, THE FOUR SEASONS NO. ~~4~~<sub>3</sub>, Washington County, Oregon.

**Temporary Easement Description**

The north 15 feet of Lot 30, THE FOUR SEASONS NO. ~~4~~<sub>3</sub>, Washington County, Oregon.





# S.W. 150TH AVENUE

C.R. 2115

(N01°28'38"E 85.63')  
(N01°27'39"E 85.66')

25'

N88°51'59"W  
9.00'

LANDSCAPE WALL

PROPOSED 10'  
TEMPORARY  
EASEMENT

LOT 30

EXISTING RESIDENCE

ROOF EAVE  
4.3' GARPORT 4.7'

(S88°53'00"E 112.03)  
S88°51'59"E 112.03'

PROPOSED 10'  
PERMANENT  
EASEMENT

FENCE LINE 7

S00°49'30"W 85.66'  
(S00°49'30"W 85.63')  
BASIS OF BEARING



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

Date: June 10, 2011  
By: J. Davis, Deputy