

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

FOR THE COUNTY OF YAMHILL

SITTING FOR THE TRANSACTION OF COUNTY BUSINESS

In the Matter of Ratifying the Approval of a Proposed)
School District Boundary Change Between Beaverton) BOARD ORDER 16- 216
School District (BSD) and Hillsboro School District)
(HSD) Transferring Approximately 165 Acres Into HSD)
And Transferring Approximately 247 Acres Into BSD)

THE BOARD OF COMMISSIONERS OF YAMHILL COUNTY, OREGON (“the Board”) sat for the transaction of county business in formal session on June 2, 2016, Commissioners Mary Starrett and Allen Springer, being present, Commissioner Stan Primozich being excused.

THE BOARD MAKES THE FOLLOWING FINDINGS:

WHEREAS pursuant to ORS 330.080, the Board constitutes the district boundary board for Yamhill County with, among other things, authority over boundary changes and mergers involving school districts subject to its jurisdiction; and

WHEREAS, pursuant to ORS 330.095(3), when a proposed boundary change or merger affects school districts under the jurisdiction of different district boundary boards, the proposed change or merger must first be acted on by the district boundary board of the county in which lies the most populous district, and it must also be submitted to the district boundary board of the other affected county or counties; and

WHEREAS, the Board, in its capacity as the district boundary board for Yamhill County, has received a request from Jack Orchard of Ball Janik, LLP, attorney for both the Beaverton School District (BSD) and Hillsboro School District (HSD), to ratify Washington County’s approval of School District Boundary Change Proposal No. 16-009 LRP/BC, Resolution and Order No. 16-43, dated April 19, 2016, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference (the “Proposal”); and

WHEREAS it appears to the Board that ratification of the Proposal is appropriate and required under the law since the boundary of the HSD does include certain real property located within Yamhill County and, while this particular boundary change will not affect school districts or residents located in Yamhill County, changes in HSD’s boundary could eventually affect school districts or residents located in Yamhill County; and

///

///

NOW, THEREFORE,

IT IS HEREBY ORDERED BY THE BOARD that the Proposal is ratified.

DONE at McMinnville, Oregon on June 2, 2016.

ATTEST

YAMHILL COUNTY BOARD OF COMMISSIONERS

BRIAN VAN BERGEN
County Clerk

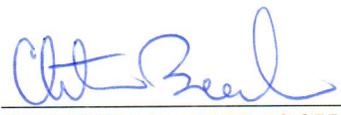

Chair MARY STARRETT

By: 
Deputy KERI HINTON

Unavailable for signature

STAN PRIMOZICH

FORM APPROVED BY:


CHRISTIAN BOENISCH
County Legal Counsel


ALLEN SPRINGER

Accepted by Yamhill County
Board of Commissioners on
6-2-16 by Board Order
16-216

Exhibit A
(see attached)

Exhibit A

IN THE BOARD OF COMMISSIONERS
FOR WASHINGTON COUNTY, OREGON

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

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

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

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

Exhibit "A"
B.O. 16-216

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

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

8 DATED this 19th day of April, 2016.

9 BOARD OF COUNTY COMMISSIONERS
10 FOR WASHINGTON COUNTY, OREGON

11 *Andy Doyd*
12 CHAIR

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

18 *Barbara Heitmanek*
19 RECORDING SECRETARY

20 Date signed: 4-19-16

21 Approved as to form:

22 *James R. O'Neil*
23 Sr. Assistant County Counsel for
24 Washington County, Oregon

To be transferred into the Hillsboro School District

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

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

ENDORSEMENTS

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

CITIZEN PARTICIPATION

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

BACKGROUND

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



December 15, 2015

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

Dear Commissioners:

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

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

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

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

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

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

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

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

Thank you,

Handwritten signature of Mike Scott in black ink.

Mike Scott, Superintendent, HSD

Handwritten signature of Jeff Rose in black ink.

Jeff Rose, Superintendent, BSD

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

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

Dated this 8th day of December, 2015,

By:



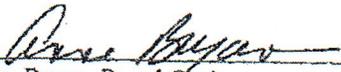
Wayne Clift, Board Chair

Attested By:



Mike Scott, Superintendent

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

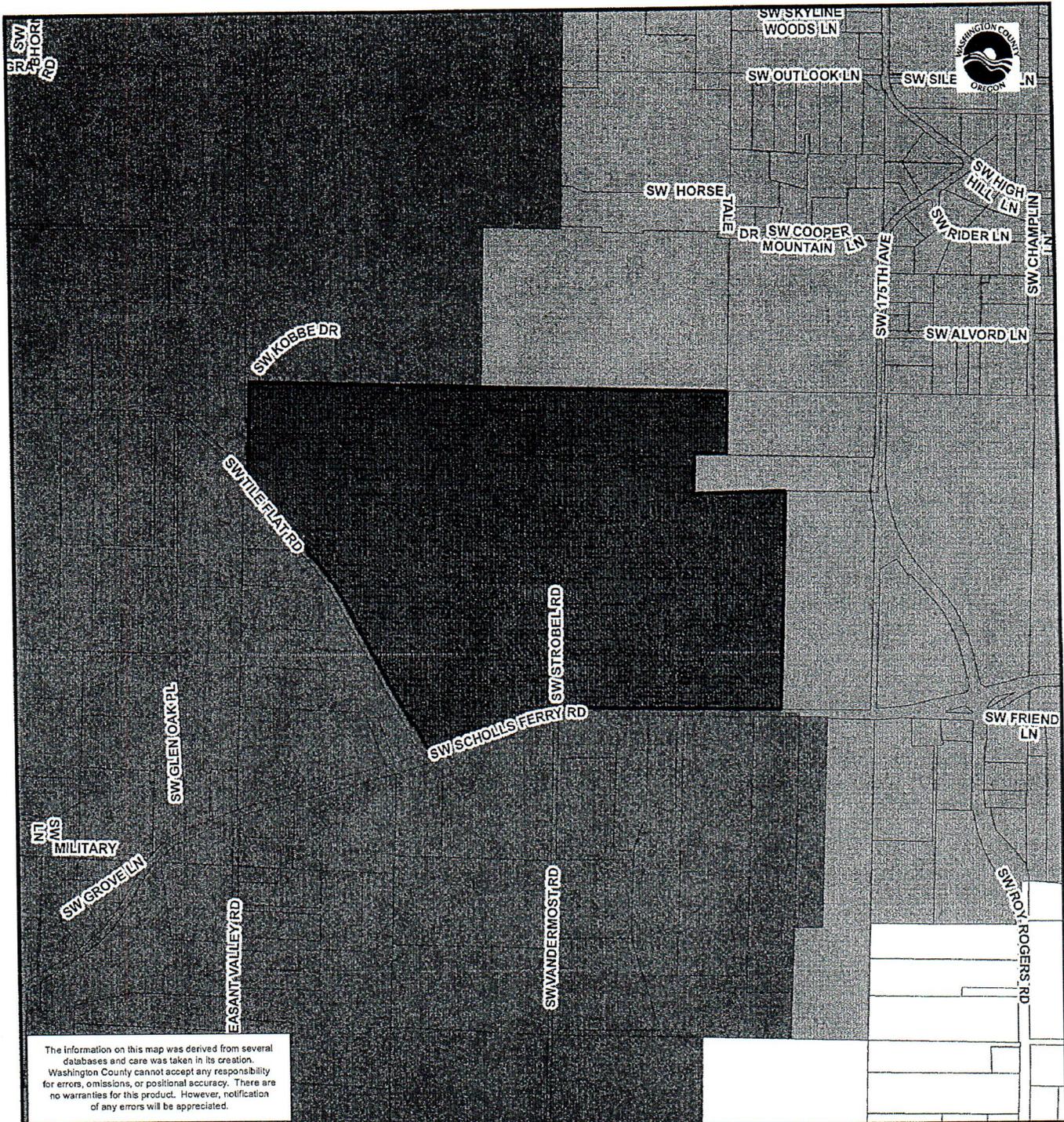


Anne Bryan, Board Chair



Dr. Jeff Rose, Superintendent

Date: December 14, 2015



The information on this map was derived from several databases and care was taken in its creation. Washington County cannot accept any responsibility for errors, omissions, or positional accuracy. There are no warranties for this product. However, notification of any errors will be appreciated.

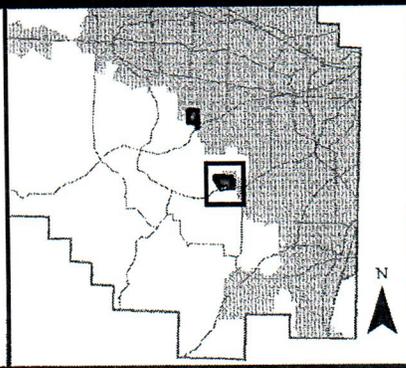
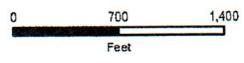
Washington County- Planning and Development Services Exhibit C

16-009

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

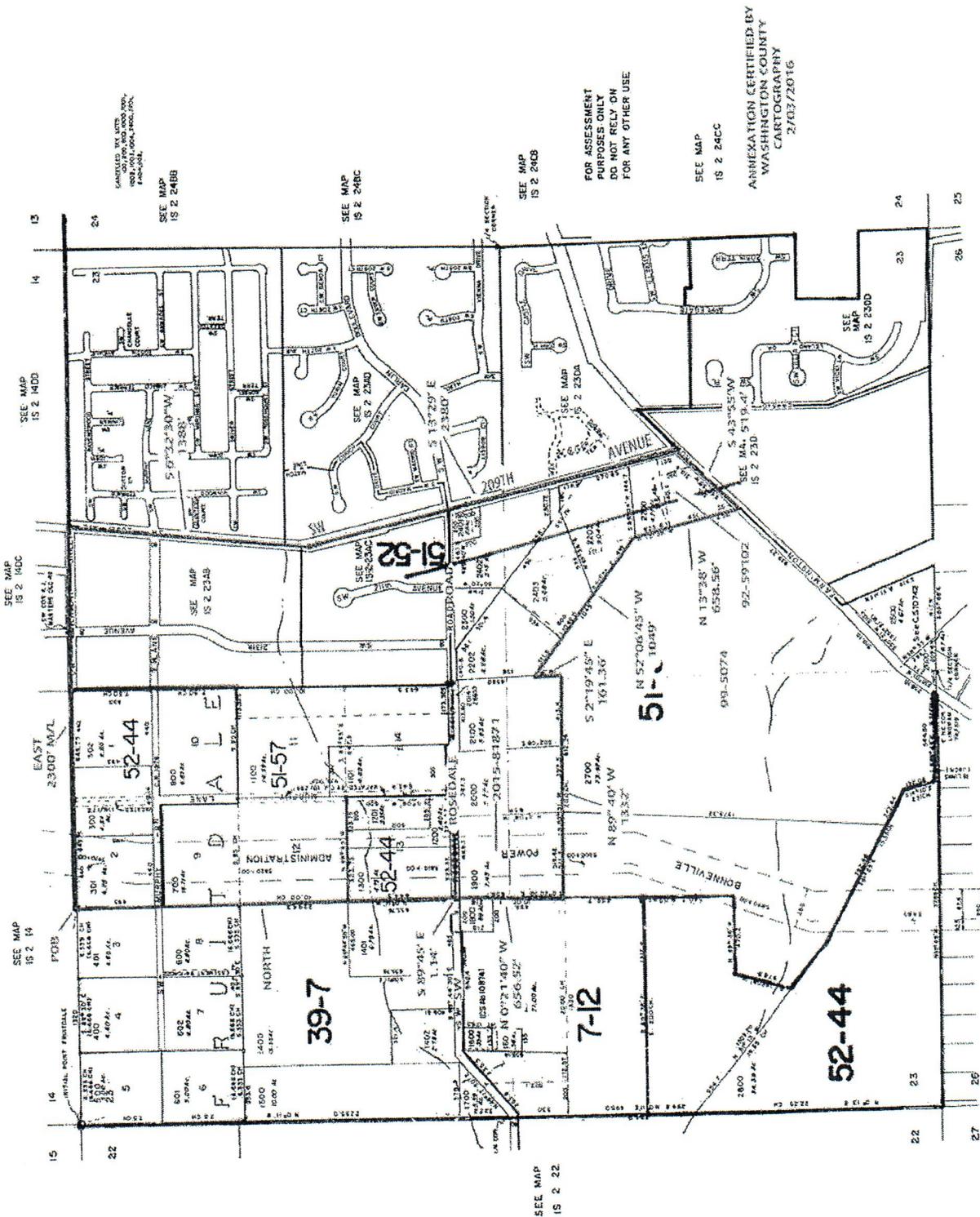
- Properties transferring to Beaverton School District
- Hillsboro School Dist
- Beaverton School Dist
- Taxlots

1:14,000



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 & INDEX

SECTION 23 T1N R2W WM.
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 SCALE 1"=400'



FOR ASSESSMENT
 PURPOSES ONLY
 DO NOT RELY ON
 FOR ANY OTHER USE

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ANNEXATION CERTIFIED BY
 WASHINGTON COUNTY
 CARTOGRAPHY
 2/02/2016

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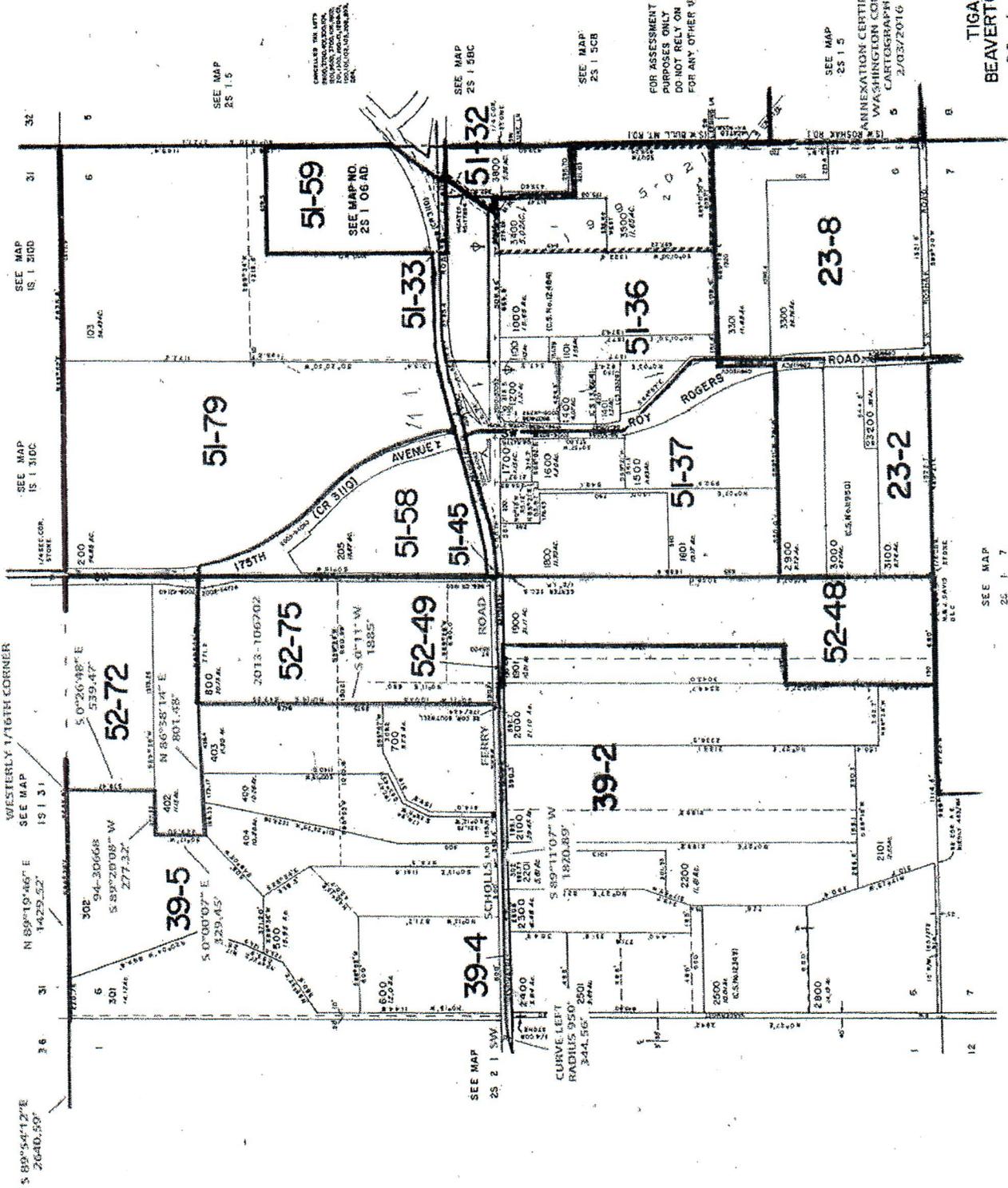
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SECTION 6 T2S R1W W.M.
WASHINGTON COUNTY OREGON

SCALE 1" = 400'



TIGARD
BEAVERTON
25 1 6

SEE MAP
2S 1 7

ANNEXATION CERTIFIED BY
WASHINGTON COUNTY
CARTOGRAPHY
2/03/2016

FOR ASSESSMENT
PURPOSES ONLY
DO NOT RELY ON
FOR ANY OTHER USE

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STEWART TITLE 92903 KK

RECORDING COVER SHEET

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

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

Stewart Title Company of Oregon
Escrow No. 92903

AFTER RECORDING RETURN TO:

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

John Bierly
12150 SW Kobbe Dr
Beaverton, Oregon 97007

Bargain and Sale Deed

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

See attached Exhibit "A" for corrected legal description

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

Washington County, Oregon 2010-039522
05/25/2010 01:23:36 PM

D-DBS Cnt=1 Str=7 K GRUNEWALD
\$20.00 \$5.00 \$11.00 \$15.00 - Total = \$51.00



01484903201000395220040040

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



This Space for County Recording Use Only as of

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

RECORDING COVER SHEET
Pursuant to ORS 205.234

After recording return to:

EIPR

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

Attn: Carole Brock or Bruce Cahn

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

2013-106702



01905247201301067020210215

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

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



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

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

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

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

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

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

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

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

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

Page 2 - **GENERAL JUDGMENT AND ORDER**

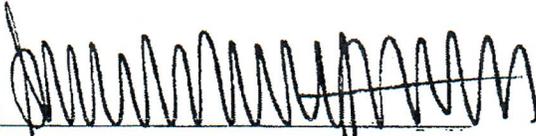
1 commencing on July 6, 2012 and concluding on July 5, 2022, unless extended by written
2 agreement of the parties and amendment of this judgment by the court to reflect such extension
3 or upon a showing to the court that such an extension is warranted. The right of repurchase may
4 be exercised by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

6 5. The Ward Trust Defendants shall not be entitled to appeal from this Stipulated
7 General Judgment, or from any prior ruling or decision of the court in this matter, under ORS
8 35.355 and ORS 35.365.

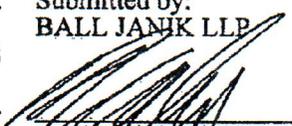
9 6. Ward Trust Defendants' beneficiary Deanna Pratlow and her spouse may continue
10 to reside on the Property pursuant to the terms of the Licensee Agreement attached hereto as
11 Appendix D for up to 120 days of the withdrawal of funds under Paragraph 3 above.

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

18 DATED November 22 2013

19
20 By: 
21 The Honorable Suzanne M. Upton
Circuit Court Judge

22 Submitted by:
23 BALL JANIK LLP

24 
25 Jack L. Orchard, OSB #72188
26 Bruce H. Cahn, OSB #93545
Of Attorneys for Beaverton School District
No. 48J

Certified To Be A True And
Correct Copy of Original

Date 1/2
TRIAL COURT CLERK
Washington

By: 
JUDICIAL DEPT. STATE OF OREGON
TRIAL COURT CLERK
WASHINGTON COUNTY

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

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

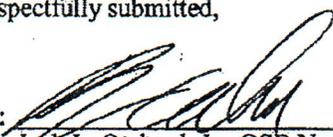
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10 DATED: September 10, 2013

Respectfully submitted,

11

12

By: 

13

Jack L. Orchard, Jr., OSB No. 721888

14

Bruce Cahn, OSB No. 935450

15

Trista Speer, OSB No. 105997

16

BALL JANIK LLP

17

101 SW Main Street, Suite 1100

18

Portland, OR 97204

19

Telephone: 503.228.2525

20

Facsimile: 503.295.1058

21

Email Address: jorchard@balljanik.com

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Email Address: bcahn@balljanik.com

23

Email Address: tspeer@balljanik.com

24

Of Attorneys for Plaintiff Beaverton School

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District No. 48J

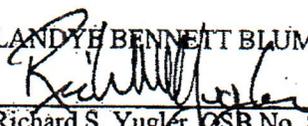
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Page 2 - PLAINTIFF'S OFFER OF COMPROMISE

1 Or, on behalf of defendants, plaintiff's Offer of Compromise dated September 10, 2013,

2 is hereby ACCEPTED BY:

3
4
5 LANDYE BENNETT BLUMSTEIN, LLP

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

Dated: 9/24/13

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Page 2 - ACCEPTANCE

EXHIBIT "A"

Parcel I:

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

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

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

Parcel II:

Beginning at a point on the East line of the West one-half of Section 6, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, said beginning point being South $0^{\circ}16'$ West 1894.9 feet from the Northeast corner of said West one-half of said Section 6, and from which beginning point an iron pipe bears North $89^{\circ}28'$ West 20 feet; running thence along said East line of the West one-half of said Section 6, South $0^{\circ}16''$ West 690.1 feet to a stone at the Northeast corner of that certain tract conveyed to Charles M. Kulbel by deed recorded in Book 128, Page 179, Deed Records, Washington County, Oregon; thence along the North line of said Kulbel tract, North $89^{\circ}29'$ West 660 feet to an iron pipe at the Northwest corner thereof; thence North $0^{\circ}11'$ East 690.1 feet to an iron pipe; thence South $89^{\circ}28'$ East 660.99 feet to the point of beginning.

Parcel III:

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

Parcel IV:

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

BEAVERTON SCHOOL DISTRICT RESOLUTION 12-133

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW THEREFORE, the School Board hereby FINDS as follows:

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

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

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

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

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

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

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

Exhibit A

IN THE BOARD OF COMMISSIONERS
FOR WASHINGTON COUNTY, OREGON

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

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

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

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

Exhibit "A"
B.O. 16-216

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

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

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

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

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

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

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

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

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

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

8 DATED this 19th day of April, 2016.

9 BOARD OF COUNTY COMMISSIONERS
10 FOR WASHINGTON COUNTY, OREGON

11 

12 CHAIR

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

18 
19 RECORDING SECRETARY

20 Date signed: 4-19-16

21 Approved as to form:

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



WASHINGTON COUNTY OREGON

April 5, 2016

To: Board of Commissioners

From: Andy Back, Planning and Development Services Manager

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

STAFF REPORT

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

STAFF RECOMMENDATION

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

REQUESTED ACTION

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

Applicant: Beaverton School District and Hillsboro School District

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

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

To be transferred into the Hillsboro School District

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

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

ENDORSEMENTS

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

CITIZEN PARTICIPATION

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

BACKGROUND

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

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

PROCESS

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

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

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

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

ATTACHMENTS

Attachment A: BSD/HSD Joint Letter and Resolutions



December 15, 2015

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

Dear Commissioners:

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

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

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

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

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

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

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

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

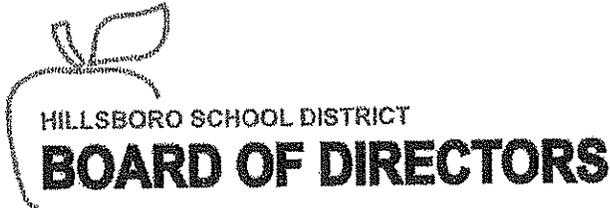
Thank you,

Handwritten signature of Mike Scott in black ink.

Handwritten signature of Jeff Rose in black ink.

Mike Scott, Superintendent, HSD

Jeff Rose, Superintendent, BSD



Resolution to Enact Boundary Change

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

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

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

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

as generally presented in the South Hillsboro study area map;

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

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

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

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

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

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

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

Dated this 8th day of December, 2015,

By: 
Wayne Clift, Board Chair

Attested By: 
Mike Scott, Superintendent

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

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

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

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

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

As generally presented in the South Hillsboro study area map.

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

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

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

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

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

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

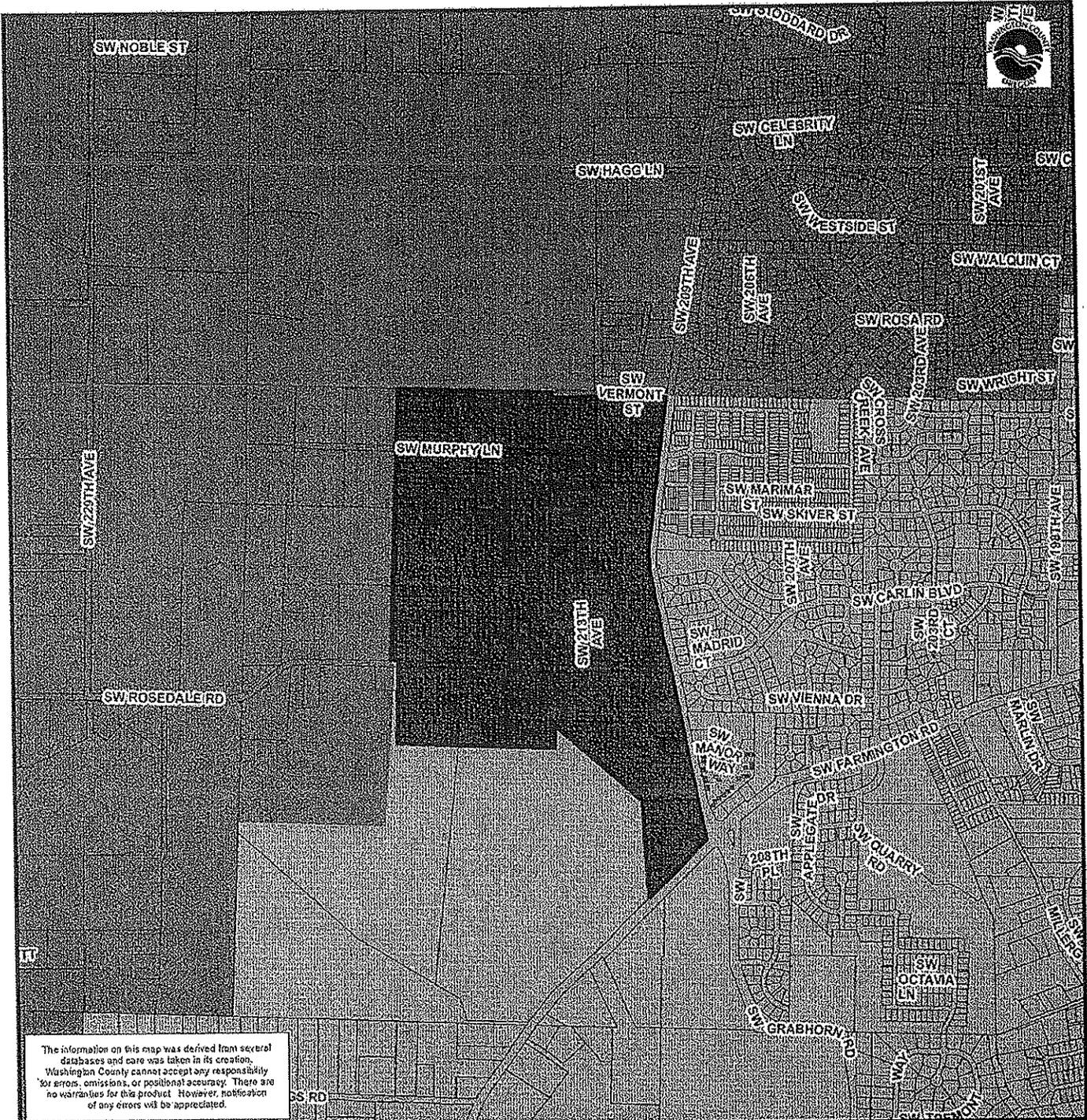


Anne Bryan, Board Chair



Dr. Jeff Rose, Superintendent

Date: December 14, 2015

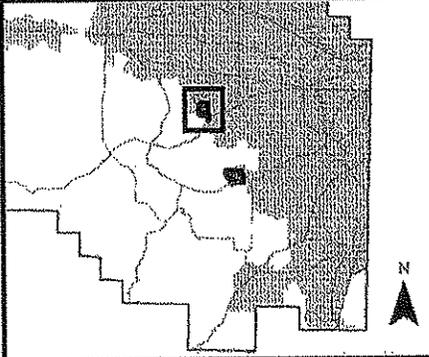


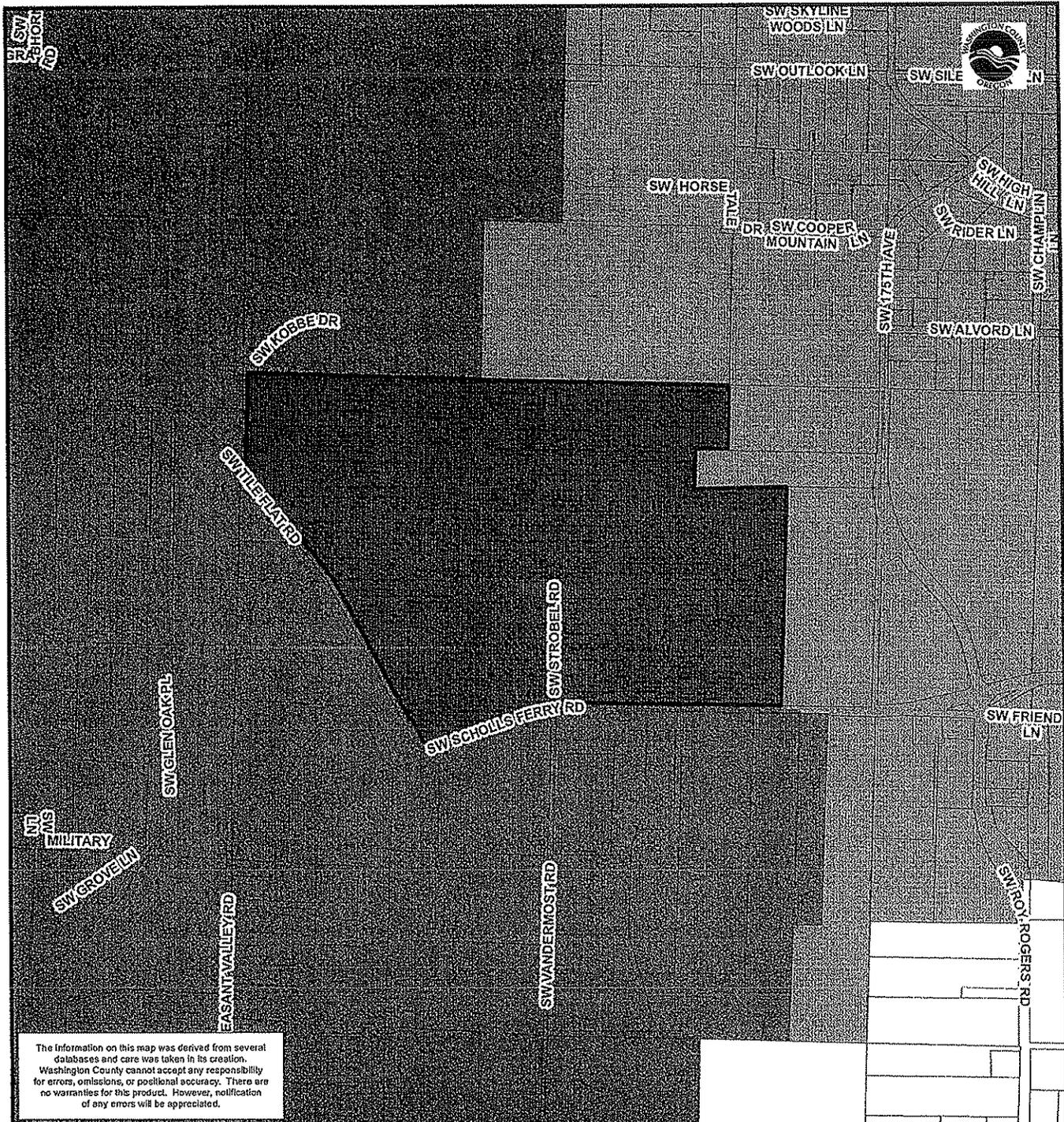
The information on this map was derived from several databases and care was taken in its creation. Washington County cannot accept any responsibility for errors, omissions, or positional accuracy. There are no warranties for this product. However, notification of any errors will be appreciated.

Washington County- Planning and Development Services Exhibit B

16-009
 BSD / HSD
 School District
 Boundary Change:
 North

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





The information on this map was derived from several databases and care was taken in its creation. Washington County cannot accept any responsibility for errors, omissions, or positional accuracy. There are no warranties for this product. However, notification of any errors will be appreciated.

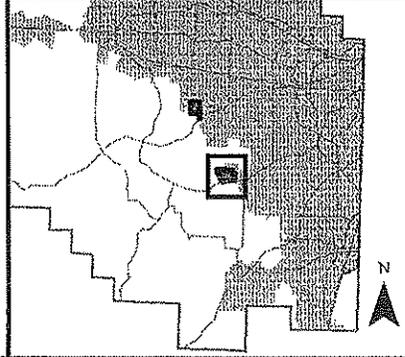
Washington County- Planning and Development Services Exhibit C

16-009

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

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

1:14,000



Legal description for school district boundary change, Beaverton to Hillsboro

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

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

ANNEXATION CERTIFIED

BY VF

FEB 03 2015
2016

WASHINGTON COUNTY A & T
CARTOGRAPHY

Legal description for school district boundary change, Hillsboro to Beaverton

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

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

ANNEXATION CERTIFIED

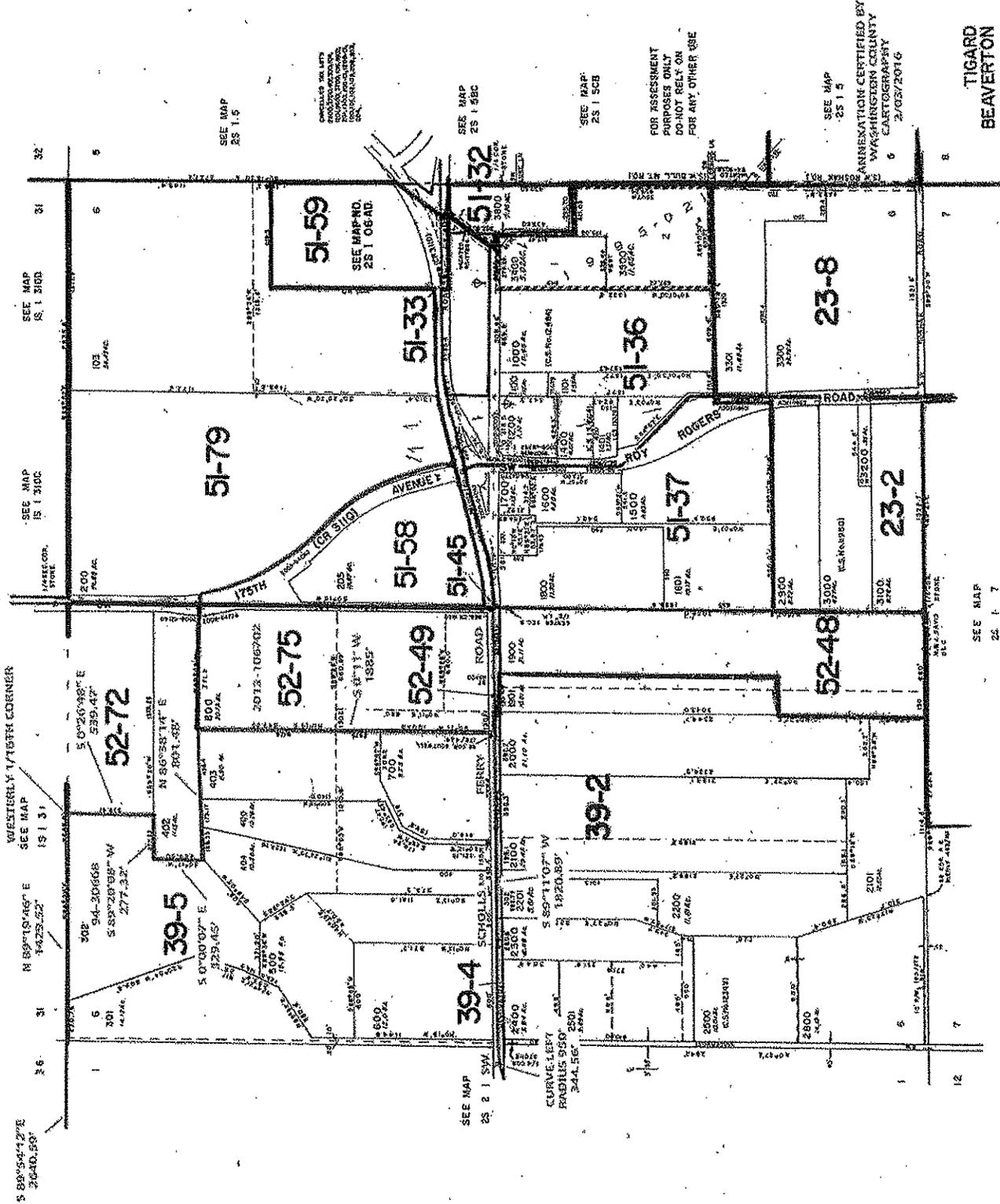
BY VF

FEB 03 2015
2016

WASHINGTON COUNTY A & T
CARTOGRAPHY

SECTION 6 T2S R1W W.M.
WASHINGTON COUNTY, OREGON

SCALE 1" = 400'



TIGARD
BEAVERTON
25 | 6

330
EX
STEWART TITLE 92903 KK

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

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

Stewart Title Company of Oregon
Escrow No. 92903

AFTER RECORDING RETURN TO:

name and address of the person authorized to receive the instrument after recording as required by ORS 205.180(4) And ORS 205.238
John Bierly
12150 SW Kohbe Dr
Beaverton, Oregon 97007

Bargain and Sale Deed

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

See attached Exhibit "A" for corrected legal description

1. **NAME(S) OF THE TRANSACTION(S)**, described in the attached instrument and required by ORS 205.234(a). Note: Transactions as defined by ORS 205.010 "means any action required or permitted by law to be recorded including, but not limited to, any transfer, encumbrance or release affecting title to or an interest in real property."

Bargain and Sale Deed

2. **DIRECT PARTY**, name(s) of the person(s) described in ORS 205.125(1)(b), or **GRANTOR**, as described in ORS 205.160.

John A. Bierly, Trustee of the John A. Bierly
Trust under agreement dated October 1, 2001

3. **INDIRECT PARTY**, name(s) of the person(s) described in ORSs 205.125(1)(a), or **GRANTEE**, as described in ORS 205.160.

John A. Bierly

4. **TRUE AND ACTUAL CONSIDERATION PAID** for instruments conveying or contracting to convey fee title any real estate and all memoranda of such instruments, reference ORS 93.030.

\$0.00

5. **UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS** for instruments conveying or contracting to convey fee title to any real estate reference ORS 93.260. same as above

6. **FULL OR PARTIAL SATISFACTION, IF ANY, OF THE LIEN CLAIM CREATED BY THE ORD or WARRANT**, for instruments to be recorded in County Clerk Lien Records reference ORS 205.123(1)(e).

Washington County, Oregon 2010-039522

05/25/2010 01:23:36 PM
D-CBS Cnt=1 Str=7 K GRUNEWALD
\$20.00 \$5.00 \$11.00 \$15.00 - Total = \$51.00



01484903201000395220040040

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

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



This Space for County Recording Use Only as of

EXHIBIT "A"

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

*88°



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



36

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

John A. Bierly
12150 SW Kobbe Drive
Beaverton OR 97007

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

John A. Bierly
12150 SW Kobbe Drive
Beaverton OR 97007

SPACE ABOVE RESERVED FOR RECORDER'S USE

STEWART TITLE 92903 KK

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

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

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

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 216.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

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

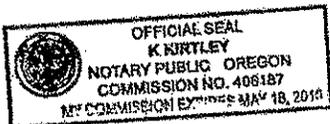
Dated this 7th day of April, 2010.

John A. Bierly Trustee
John A. Bierly, Trustee

STATE OF Oregon }
County of Clackamas } SS.

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

Before me: [Signature]
Notary Public for Oregon
My commission expires May 18, 2010





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

Date: *May 24, 2010*

By: *A. Dreyer Deputy*

FILED
OREGON JUDICIAL DEPARTMENT
WASHINGTON COUNTY

2013 NOV 22 PM 4:19

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3
4 **IN THE CIRCUIT COURT FOR THE STATE OF OREGON**
5 **FOR THE COUNTY OF WASHINGTON**

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

8 Plaintiff,

9 v.

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

15 Defendants.

Case No. C124262CV

**STIPULATED GENERAL
JUDGMENT AND ORDER**

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

22 On September 10, 2013, the District served an Offer of Compromise pursuant to ORS
23 35.300(1) in the amount of Three Million Six Hundred Eighty-seven Thousand, Six Hundred
24 dollars (\$3,687,600) as just compensation for its acquisition of 30.73 acres of property in
25 Washington County (the "Property") to be taken from the Ward Trust Defendants in this matter,
26 which reflects a value of One Hundred Twenty Thousand dollars (\$120,000) per acre. The Offer

Page 1 - GENERAL JUDGMENT AND ORDER

109
BALL JANIK LLP
One Main Place
101 Southwest Main Street, Suite 1100
Portland, Oregon 97204-3219
Telephone: 503-228-2525

\\ODMA\FCDOS\PORTLAND\0218397

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11

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

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

2013-106702



01905247201301067020210215

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



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

RECORDING COVER SHEET
Pursuant to ORS 205.234

After recording return to:

ETPA

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

Attn: Carole Brock or Bruce Cahn

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

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

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

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

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

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

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

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

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

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

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

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

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

Page 3 - GENERAL JUDGMENT AND ORDER

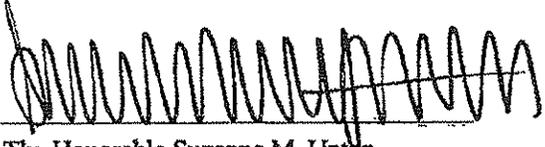
1 commencing on July 6, 2012 and concluding on July 5, 2022, unless extended by written
2 agreement of the parties and amendment of this judgment by the court to reflect such extension
3 or upon a showing to the court that such an extension is warranted. The right of repurchase may
4 be exercised by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

6 5. The Ward Trust Defendants shall not be entitled to appeal from this Stipulated
7 General Judgment, or from any prior ruling or decision of the court in this matter, under ORS
8 35.355 and ORS 35.365.

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

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

18 DATED November 22, 2013

19
20 By: 
21 The Honorable Suzanne M. Upton
Circuit Court Judge

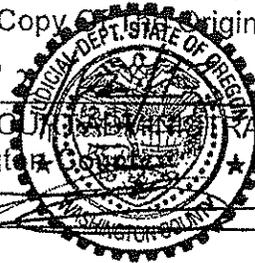
22 Submitted by:
23 BALL JANIK LLP

24 
25 Jack L. Orchard, OSB #72188
26 Bruce H. Cahn, OSB #93545
Of Attorneys for Beaverton School District
No. 48J

Certified To Be A True And
Correct Copy of Original

Date /
TRIAL COURT CLERK
Washington, Oregon

BY: 



9/10/13

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

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

Plaintiff,

v.

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

Defendants.

Case No. C124262CV

**PLAINTIFF'S OFFER OF
COMPROMISE**

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

Page 1 - PLAINTIFF'S OFFER OF COMPROMISE

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

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

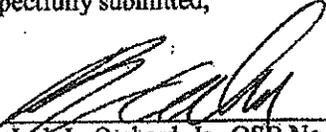
9

10 DATED: September 10, 2013

Respectfully submitted,

11

12

By: 

13

Jack L. Orchard, Jr., OSB No. 721888

14

Bruce Cahn, OSB No. 935450

15

Trista Speer, OSB No. 105997

16

BALL JANIK LLP

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101 SW Main Street, Suite 1100

18

Portland, OR 97204

19

Telephone: 503.228.2525

20

Facsimile: 503.295.1058

21

Email Address: jorchard@balljanik.com

22

Email Address: bcahn@balljanik.com

23

Email Address: tspeer@balljanik.com

24

Of Attorneys for Plaintiff Beaverton School

25

District No. 48J

26

Page 2 - PLAINTIFF'S OFFER OF COMPROMISE

ACCEPTANCE

1
2 Defendants HAROLD K. WARD REVOCABLE TRUST, dated December 17, 1992, by
3 and through DAVID B. WARD, SUCCESSOR TRUSTEE; RESIDUARY CREDIT SHELTER
4 TRUST under the Last Will of Alma M. Ward, dated January 30, 1985, by and through DAVID
5 B. WARD, CO-TRUSTEE, and HAL K. WARD, CO-TRUSTEE, (collectively, "defendants"),
6 hereby accept plaintiff's Offer of Compromise to be entered against plaintiffs as the just
7 compensation for the defendants' property, and in favor of defendants, for a total of Three
8 Million Six Hundred and Eighty-seven Thousand, Six Hundred dollars (\$3,687,600), not
9 including costs, disbursements, attorneys' fees and expenses. If timely filed, defendant's may
10 submit any claim for costs, disbursements, attorney fees and expenses as provided in
11 ORS 35.300(2), and plaintiff reserves the right to be heard regarding the reasonable amount of
12 any claim by defendants for costs, disbursements, attorney fees and expenses.

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

15 ACCEPTED BY:
16 HAROLD K. WARD REVOCABLE
17 TRUST, dated December 17, 1992, by and
18 through DAVID B. WARD, SUCCESSOR
19 TRUSTEE

20 David B. Ward

21 By: _____

22 Its: _____

23 Dated: 9/24/2013

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26 ///

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

David B. Ward

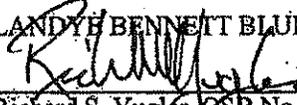
Dated: 9/24/2013

Hal K. Ward

1 Or, on behalf of defendants, plaintiff's Offer of Compromise dated September 10, 2013,

2 is hereby ACCEPTED BY:

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LANDYB BENNETT BLUMSTEIN, LLP

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

Dated: 9/24/13

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CERTIFICATE OF SERVICE

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

OFFER OF COMPROMISE and ACCEPTANCE:

- U.S. POSTAL SERVICE
- FACSIMILE SERVICE
- ELECTRONIC MAIL
- ARRANGING FOR HAND DELIVERY
- OVERNIGHT MAIL.

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

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

DATED: September 10, 2013

By 
Bruce H. Cahn, OSB No. 935450

EXHIBIT "A"

Parcel I:

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

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

Beginning at the one-quarter corner on the South line of Section 6, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon; and running thence West on the South line of said section 680.0 feet; thence North to the South line of Scholls Ferry Road; thence East along the South line of Scholls Ferry Road to a point on the East line of the West one-half of said Section 6; thence South on the line between the East and West halves of said section to the point of beginning.

Parcel II:

Beginning at a point on the East line of the West one-half of Section 6, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, said beginning point being South $0^{\circ}16'$ West 1694.9 feet from the Northeast corner of said West one-half of said Section 6, and from which beginning point an iron pipe bears North $89^{\circ}28'$ West 20 feet; running thence along said East line of the West one-half of said Section 6, South $0^{\circ}16'$ West 680.1 feet to a stone at the Northeast corner of that certain tract conveyed to Charles M. Kulbel by deed recorded in Book 126, Page 179, Deed Records, Washington County, Oregon; thence along the North line of said Kulbel tract, North $89^{\circ}28'$ West 680 feet to an iron pipe at the Northwest corner thereof; thence North $0^{\circ}11'$ East 680.1 feet to an iron pipe; thence South $89^{\circ}28'$ East 680.99 feet to the point of beginning.

Parcel III:

Beginning at an iron pipe at the Northwest corner of that certain tract of land in the Northwest one-quarter of Section 6, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, conveyed to Chas M. Kulbel by deed recorded in Book 143, Page 481, Deed Records, Washington County, Oregon; and running thence on a continuation of the North line of said Kulbel land North $89^{\circ}28'$ West, 130.2 feet to an iron pipe; thence South $0^{\circ}11'$ West along a line parallel to the West line of said Kulbel land, and same continued, a distance of 1003.5 feet to a point in the center of County Road known as Scholls Ferry Road; thence South $89^{\circ}28'$ East along the center of said road a distance of 130.2 feet to the West line of that certain tract of land conveyed to Charles M. Kulbel by deed recorded in Book 126, Page 179, Deed Records, Washington County, Oregon; thence North $0^{\circ}11'$ East along the West line of said Kulbel tract, a distance of 1003.5 feet to the place of beginning.

Parcel IV:

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

EXHIBIT "A"
(Continued)

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

FDOR0553.rdw

BEAVERTON SCHOOL DISTRICT RESOLUTION 12-133

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW THEREFORE, the School Board hereby FINDS as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this 21st day of February 2012 by vote of the Board of Directors of
Beaverton School District No. 48J.

Attachments:

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

References:

- (A) Beaverton School District 2010 Facility Plan:
(http://www.beaverton.k12.or.us/pdf/facil/facil_FINAL_2010FacilityPlan060210w_appendices%202.pdf)
- (B) Boora Architects Land Use Planning and Site Selection Report for Ward/Cemetery Site, April 2011:
(http://www.beaverton.k12.or.us/pdf/facil/facil_Elmore%20Ward%20Cemetery%20report.pdf)



Lisa Ann Larsen
School Board Chair

2/21/2012

Date

License Agreement

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

RECITALS

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

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

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

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

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

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

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

Licensor:

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

By: _____

Its: _____

Licensees:

Deanna Pretlow

Jordan Denson Pretlow

CERTIFICATE OF SERVICE

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

GENERAL JUDGMENT AND ORDER:

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

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

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

DATED: November 15, 2013

By: 
Bruce H. Cahn, OSB No. 935450

BLS Exhibit D NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED BY ANY ELECTRONIC OR MECHANICAL MEANS.

16-009 LRP/BC Page 31 of 45

Washington County, Oregon 2015-081871
09/26/2015 01:58:35 PM
D-DBS Cnt=1 Str=12 S PFEIFER
\$35.00 \$5.00 \$11.00 \$20.00 - Total = \$71.00



I, Richard Habernicht, 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 Habernicht, Director of Assessment and Taxation, Ex-Officio County Clerk.



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

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

After recording, return to (Name and Address):
Allen Reel, Attorney at Law
7300 SW Bel Aire Drive
Beaverton, OR 97008

Until requested otherwise, send all tax statements to (Name and Address):
Nancy E Santoro & James J Santoro
22050 SW Rosedale Road
Beaverton, OR 97078

BARGAIN AND SALE DEED - STATUTORY FORM

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

See Exhibit A attached.

Tax Lot 1900 - Account No. R384890

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

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

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

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

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DERIVED IN ORS 02.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

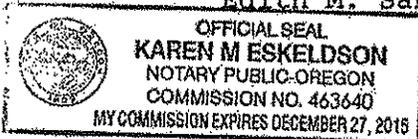
Nancy E. Santoro
Nancy E. Santoro, Trustee

STATE OF OREGON, County of Washington) ss.

This instrument was acknowledged before me on

by This instrument was acknowledged before me on August 25, 2015

by Nancy E. Santoro
as Trustee
of the Santoro Trust Agreements dated 2/27/92 including the Edith M. Santoro By-Pass Trust effective 3/6/08



Karen M Eskeldson
Notary Public for Oregon
My commission expires 12/27/15

EXHIBIT " A "

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

Containing 7.675 Acres more or less.

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

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

CERTIFICATE OF TRUST

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

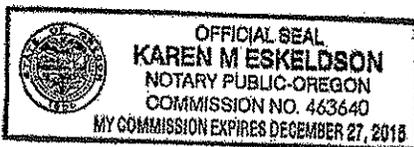
1. The Santoro Trust Agreements dated February 27, 1992, are currently in existence.
2. The trustors were Joe Santoro and Edith M. Santoro.
3. The trustees were Joe Santoro and Edith M. Santoro, or the survivor. The next successor trustee is Nancy E. Santoro, their daughter. Edith M. Santoro died on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

DATED this 10th day of December, 2014.



Nancy E. Santoro, Trustee

SUBSCRIBED AND SWORN TO before me this 10th day of December, 2014.





Notary Public for Oregon

STATE OF OREGON
CERTIFICATION OF VITAL RECORD

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

OREGON HEALTH AUTHORITY
CENTER FOR HEALTH STATISTICS
CERTIFICATE OF DEATH

136-2014-027698
STATE FILE NUMBER

TO BE COMPLETED BY FUNERAL FACILITY

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

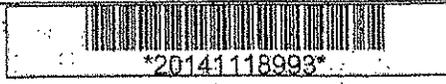


I CERTIFY THAT THIS IS A TRUE, FULL AND CORRECT COPY OF THE ORIGINAL CERTIFICATE ON FILE OR THE VITAL RECORD FACTS ON FILE IN THE OREGON CENTER FOR HEALTH STATISTICS OR A DELEGATED LOCAL OFFICE.

DATE ISSUED: November 25, 2014

Jennifer A. Woodward
JENNIFER A. WOODWARD, Ph.D.
STATE REGISTRAR

THIS COPY IS NOT VALID WITHOUT THE GLID STATE SEAL AND BORDER.



45-2CC (01/06)



CERTIFICATION OF VITAL RECORD

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

TYPE OR
PRINT IN
PERMANENT
BLACK INK

OREGON DEPARTMENT OF HUMAN SERVICES
CENTER FOR HEALTH STATISTICS 136-
CERTIFICATE OF DEATH

STATE FILE NUMBER

503140
I.D. TAG NO.

1. Legal Name <small>(Include Alias, if any)</small> First Middle Last Edith Margaret SANTORO			2. Death Date (mm/yyyy) March 6, 2008		
3. Sex (M/F) Female	4a. Age - Last Birthday 86	4b. Under 1 Year Months Days	4c. Under 1 Day Hours Minutes	5. Social Security Number [REDACTED]	6. County of Death Washington
7. Birthdate (mm/dd/yyyy) Feb. 28, 1922	8a. Birthplace (City/Town or County) Walla Walla	8b. (State or Foreign Country) Washington	9. Decedent's Education High School Graduate		
10. Was Decedent of Hispanic Origin? (Yes or No, if yes specify) No	11. Decedent's Race(s) White		12. Was Decedent Ever in U.S. Armed Forces? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
13. Residence: Number and Street (e.g., 421 SE 9th Street, Apt. No. 4) 22050 S.W. Rosedale Rd.			14. City/Town Beaverton		
15. Residence County Washington	16. State or Foreign Country Oregon	17. Zip Code + 4 97007	18. (Check City Limits?) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unincorporated		
19. Marital Status at Time of Death Married		20. Spouse's Name (if married or widowed, give name prior to this marriage) Joe Santoro		21. Usual Occupation (Indicate type of work, hours during week of working this job. DO NOT USE VETERAN.) Bookkeeper	
22. Kind of Business/Industry (do not use company name) Farming		23. Father's Name (City, State, Last, First) Dominic Lolocono		24. Mother's Name Prior to First Marriage (City, State, Last) Concetta Morrohe	
25. Informant's Name Joe Santoro	26. Telephone Number 903-649-6611	27. Relation to Decedent Husband	28. Mailing Address (House or Street, City/Town, State, Zip + 4) 22050 S.W. Rosedale Rd. Beaverton, OR 97007		
29. Place of Death Hospital/Inpatient	30. Facility Name Thalify Community Hospital		31. State OR	34. Zip Code + 4 97123	
31. Location of Death (City or town) 13 S.E. 8th Ave.	32. City/Town of Location of Death Hillsboro		33. Location Portland, Oregon		
35. Method of Disposition Burial/interment	36. Place of Disposition (Name of cemetery, crematory, or other place) Mt. Calvary Cemetery		37. Location Portland, Oregon		
38. Name and Complete Address of Funeral Facility (Name of agent, city/town, State, Zip + 4) Peggy Rowson & Springer Funeral Chapel 4675 S.W. Watson Beaverton, Oregon 97005			39. Date of Disposition (mm/yyyy) March 10, 2008		
40. Funeral Director's Signature <i>Christopher S. Wood</i>		41. OR License Number 3415		42. Registrar's Signature <i>Jill Clark</i>	
43. Date Received (mm/yyyy) MAR 11 2008		44. Local File Number 2232		45. Record Amendment (See Amended by FDIR Affid, 3/30/08, JL Clark, Dep. Reg.)	

TO BE COMPLETED BY FUNERAL FACILITY

ORIGINAL - VITAL RECORDS COPY

45-2 (06/06)

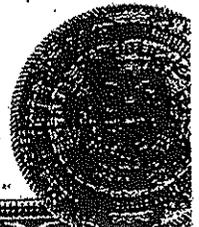
THIS IS A TRUE AND EXACT REPRODUCTION OF THE DOCUMENT OFFICIALLY REGISTERED AT THE OFFICE OF THE WASHINGTON COUNTY REGISTRAR.

DATE ISSUED:

MAR 6 2008

Christy Hallford
COUNTY REGISTRAR
WASHINGTON COUNTY, OREGON

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



DISCLAIMER

To Whom It May Concern:

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

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

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

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

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

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

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

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

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

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

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

DATED this 15 day of July, 2008.



Joe Santoro

EXHIBIT A

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

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

Exhibit D
16-009 LRP/BC
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92059102
Washington County

91038016
Washington County

WARRANTY DEED - STATUTORY FORM
(Individual - Corporation)

GARY A. BONES DBA GARY BONES PROPERTIES

Grantor, conveys and warrants to:

MU HO PYON AND YEOUNG SUK PYON, husband and wife

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

SEE ATTACHED DESCRIPTION SHEET

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses.

ENCUMBRANCES

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

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

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

Gary A. Bones
GARY A. BONES

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

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

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

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

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

After recording, return and send tax statements to:
MU HO PYON
10475 SW Mockingbird Way
Beaverton, OR 97007

Escrow No. 140012964 RG - Order No. W78076

1-2 1-2

CHICAGO TITLE INSURANCE CO. W78076
340013174

AUG 26 1992

000053

000054

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

DESCRIPTION

1S2 23 02200

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

AUG 26 1992

STATE OF OREGON }
County of Washington } SS

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



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

STATE OF OREGON }
County of Washington } SS

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

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

Doc : 91038016
Rec: 58272 171.00
07/18/1991 02:10:33PM

000764

MAR 30 1994

Exhibit D
16-009 LRP/BC
Page 40 of 45

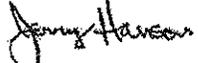
94 030668

Washington County

Page 1 of 3

STATE OF OREGON }
County of Washington } SS

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



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

Doc : 94030668
Rect: 119573 38.00
03/30/1994 03:21:13PM

STATUTORY SPECIAL WARRANTY DEED
(CONTINUED)

Exhibit D
16-009 LRP/BC
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LEGAL DESCRIPTION (Continued)

Order No.: 365312w

PARCEL I:

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

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

PARCEL II:

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

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

16-009 LRP/BC

Exhibit D
16-009 LRP/BC
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STATE OF OREGON)
County of Washington) SS

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



Jerry E. Hanson, Director of Assessment and Taxation, Elmer County Clerk

Doc : 99005074
Rect: 224069 41.00
01/14/1999 02:19:30pm

1-3

15
20
7

BARBAIN AND SALE DEED - STATUTORY FORM
INDIVIDUAL GRANTOR

Exhibit D

16-009 LRP/BC

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

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

Legal description: SEE ATTACHED EXHIBIT A

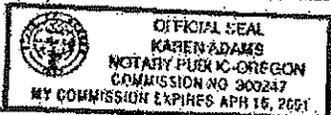
IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE

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

Dated this 13th day of November, 1998

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 303.02

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



Karen Adams
Notary Public for Oregon
My commission expires 4-15-2001

BARBAIN AND SALE DEED

Ann C. Ha
Chong Ha GRANTOR
21465 SW Farmington Rd. GRANTEE
Beaverton, OR 97007
GRANTEE'S ADDRESS, ZIP

After recording return to:
Chong Ha
21465 SW Farmington Rd.
Beaverton, OR 97007
NAME, ADDRESS, ZIP

Until a change is requested, all tax statements shall be sent to the following address:
Chong Ha
21465 SW Farmington Rd.
Beaverton, OR 97007
NAME, ADDRESS, ZIP

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON,
County of _____) ss.
I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ or as fee/title/instrument/microfilm/reception No. _____ Record of Deeds of said county.
Witness my hand and seal of County affixed.

By _____ Deputy

2

Exhibit "A"
B.O. 16-216

EXHIBIT "A"

A part of that certain tract of land in Section 23, Township 1 South, Range 2 West of the Willamette Meridian, Washington County, Oregon, described in deed to John Santoro, et ux, and Joe Santoro, et ux, recorded November 3, 1949 in Book 306, page 413, Washington County, Oregon, Deed Records, described as follows:

Beginning at the Southeast corner of that certain tract of land described in deed to Joseph Santoro, et ux, and John Santoro, et ux, recorded in Book 493, page 344, said Deed Records, which bears South 338.46 feet and East 1842.32 feet from the quarter corner on the West line of said Section 23, and running thence, following the boundary of the Santoro tract first above mentioned, South 89 degrees 49' East 812.38 feet, North 02 degrees 13' 45" West 161.36 feet, South 52 degrees 05' 45" East 1049.60 feet, and South 13 degrees 49' 45" East 658.56 feet to a point in the center of Farmington Road (State Highway 208); thence, following the centerline thereof, South 43 degrees 36' 02" West 839.27 feet, South 50 degrees 19' West 518.10 feet, and South 34 degrees 59' West 258.35 feet to the Southerly Southeast corner of said Santoro tract first above mentioned, said corner also being the East Northeast corner of that tract of land described in deed to Loyd Ingram and Lulu May Ingram, husband and wife, recorded February 7, 1908, Book 78, page 319, Deed Records; thence continuing along the boundary thereof, North 69 degrees 49' West 544.50 feet, North 14 degrees 21' West 192.06 feet, and North 61 degrees 48' West 243.44 feet to a point thereon; thence North 03 degrees 54' 41" East 1975.32 feet to the point of beginning.

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