

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") dated **February 12, 2024**, for reference purposes only, shall be effective on the date when this Agreement has been executed and delivered by Seller and Buyer (the "Execution Date"):

BETWEEN: **Wall Street South LLC and Wall Street Central LLC** (jointly and severally "Seller")
 Address: P.O. Box 15523, Seattle, WA 98155, Attn: Jack Martin
 E-Mail: Jackmartinis@protonmail.com

AND: **City of Tigard** ("Buyer")
 Address: 13125 SW Hall Boulevard, Tigard OR 97223, Attn: Steve Rymer
 E-Mail: stever@tigard-or.gov and shelbyr@tigard-or.gov

1. Purchase and Sale.

1.1 Generally. In accordance with this Agreement, Buyer agrees to buy and acquire from Seller, and Seller agrees to sell to Buyer the following, all of which are collectively referred to in this Agreement as the "Property:" (a) the real property and all improvements thereon generally described or located at **13045 and 13225 SW Wall Street, in Tigard, Oregon, comprising approximately 9.5 acres of land** and legally described on Exhibit A (the "Real Estate")), including all of Seller's right, title and interest in and to all fixtures, appurtenances, and easements thereon or related thereto.

1.2 Purchase Price. The purchase price for the Property shall be **Thirteen Million Nine Hundred Fifty Thousand Eight Hundred Forty Nine Dollars (\$13,950,849)** (the "Purchase Price"). The Purchase Price shall be paid to Seller in cash at Closing (as defined in Section 7.1 below). **As additional consideration for Seller's conveyance of the Property to Buyer, if Closing occurs, Buyer agrees to transfer, at Closing, to Seller's affiliate Wall Street North LLC ("Seller's Affiliate") \$238,061.26 of the outstanding TDT credits that Seller/Seller's Affiliate purchased from Trammell Crow for the benefit of property known as tax parcel 2S101CA00800 ("Tax Lot 800"), the TDT credits existing for TL 800 will remain in place for the benefit of TL 800 for a total of \$396,685. If Seller's Affiliate desires to develop Tax Lot 800 and a pedestrian pathway is required in connection therewith, such path shall be placed solely on the Buyer's Property, 2S101CA00100 (Tax Lot 100), immediately south of the shared property line between the Buyer's property and Tax Lot 800. Upon Closing, Seller agrees to relocate, at Seller's sole cost and expense, the curb cut/physical access point to Wall Street, from its current location on the border of the Buyer's Property and Tax Lot 800 such that the curb cut/physical access point to Wall Street is located entirely on Tax Lot 800, which Seller agrees to complete within six (6) months after issuance of permit. This obligation to relocate the driveway shall run with the land on TL 800 and be binding on Seller's Affiliate and any successors and assigns. At any time after Closing if a path is required, Buyer agrees to construct a six foot high fence at Buyer's expense spanning the entire property line between the Property and Tax Lot 800.**

1.2.1 Earnest Money Deposit.

(a) **Within three (3)** business days of the Execution Date, Buyer shall deliver into Escrow (as defined herein) the sum of **\$250,000** in cash as earnest money (the "Earnest Money").

(b) The purchase and sale of the Property shall be accomplished through an escrow (the "Escrow") that Seller has established or will establish with **WFG National Title, Attn: Trevor Cheyne, Escrow Officer (tcheyne@wfgtitle.com)** (the "Escrow Holder") within **one (1) business** day after the Execution Date. Except as otherwise provided in this Agreement: (i) any interest earned on the Earnest Money shall be considered to be part of the Earnest Money; and (iii) the Earnest Money shall be applied to the Purchase Price at Closing.

1.2.2 Balance of Purchase Price. Buyer shall pay the balance of the Purchase Price in cash at Closing.

2. Conditions to Purchase.

2.1 Buyer's obligation to purchase the Property is conditioned on the following:

2.1.1 Prior to 11:59 p.m. on April 30, 2024 (the "Inspection Contingency Period"), Buyer's approval of the results of (collectively, the "General Conditions"): (a) the Property inspection described in Section 3 below; and (b) the document review described in Section 4 below.

2.1.2 Approval of the acquisition by the Tigard City Council prior to April 30, 2024.

The General Conditions, and any other conditions in Section 2.1 above shall be collectively defined as the "Conditions."

2.2 If, for any reason in Buyer's sole discretion, Buyer has not timely given written waiver of the Conditions, or stated in writing that such Conditions have been satisfied, by notice given to Seller within the time periods for such Conditions set forth above, this Agreement shall be deemed automatically terminated, the Earnest Money shall be promptly returned to Buyer, and thereafter, except as specifically provided to the contrary herein, neither party shall have any further obligation, right or remedy hereunder.

3. Property Inspection. Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter the Property at reasonable times after not less than twenty-four (24) hours' prior notice to Seller and after prior notice by Seller to conduct any and all inspections, tests, and surveys concerning the structural condition of the improvements, all mechanical, electrical and plumbing systems, hazardous materials, pest infestation, soils conditions, wetlands, Americans with Disabilities Act compliance, zoning, and all other matters affecting the suitability of the Property for Buyer's intended use and/or otherwise reasonably related to the purchase of the Property including the economic feasibility of such purchase. If the transaction contemplated in this Agreement fails to close for any reason (or no reason) as a result of the act or omission of Buyer or its agents, Buyer shall promptly restore the Property to substantially the condition the Property was in prior to Buyer's performance of any inspections or work. To the extent permitted by the Oregon Tort Claims Act, Buyer shall indemnify, hold harmless, and defend Seller from all liens, liability, damages, costs, and expenses, including reasonable attorneys' fees and experts' fees, for damage to property or injury to persons caused by Buyer's or its agents', contractors' or consultants' entry on and inspection of the Property. This agreement to indemnify, hold harmless, and defend Seller shall survive Closing or any termination of this Agreement. If Buyer elects to resurvey the Property, such resurvey shall be at Buyer's sole expense.

4. Seller's Documents. Within **5** days after the Execution Date, Seller shall deliver, physically or electronically, to Buyer or Buyer's designee, legible and complete copies of the following documents, including without limitation, a list of the Personal Property, and other items relating to the ownership, operation, and maintenance of the Property to the extent now in existence and to the extent such items are or come within Seller's possession or control, including, without limitation, surveys (including without limitation ALTA, boundary and topographical), building and site plans (including 'as-built' plans), environmental reports, leases, geotechnical analyses or reports, service contracts, rent roll, operating statements for the previous two years and current year-to-date, governmental notices.

5. Title Insurance. The parties acknowledge receipt of the Preliminary Title Report dated January 16, 2024 (the "Title Report") prepared by **WFG National Title** (the "Title Company"), under order no. 24-103325, showing the status of Seller's title to the Property. Exceptions 6 through 8 of the Title Report are deemed "Permitted Exceptions," and Seller shall cause the removal of exceptions 9 and 10 of the Title Report prior to or at Closing. In the event that the Title Company issues an updated Title Report (the "Updated Report") with additional exceptions ("Exceptions"), Buyer shall have until ten (10) business days after receipt thereof to give notice in writing to Seller of any objection to

such Exceptions. Within five (5) business days after receipt of such notice from Buyer, Seller shall give Buyer written notice of whether it is willing and able to remove the objected-to Exceptions, and Buyer shall elect whether to: (i) purchase the Property subject to those objected-to Exceptions which Seller is not willing or able to remove; or (ii) terminate this Agreement. Without the need for objection by Buyer, Seller shall, with respect to liens and encumbrances that can be satisfied and released by the payment of money, eliminate such exceptions to title on or before Closing. On or before the Closing Date (defined below), Seller shall remove all Exceptions to which Buyer objected and which Seller agreed, or is deemed to have agreed, to remove. All remaining Exceptions set forth in the Updated Report and those Exceptions caused by or agreed to by Buyer shall be deemed "Permitted Exceptions."

6. Default; Remedies. Notwithstanding anything to the contrary contained in this Agreement, in the event Buyer fails to deposit the Earnest Money in Escrow strictly as and when contemplated under Section 1.2.1 above, Seller shall have the right at any time thereafter, but prior to Buyer's deposit of the Earnest Money in Escrow, to terminate this Agreement and all further rights and obligations hereunder by giving written notice thereof to Buyer. If the conditions, if any, to Buyer's obligation to close this transaction are satisfied or waived by Buyer and Buyer fails, through no fault of Seller, to close on the purchase of the Property, Seller's sole remedy shall be to retain the Earnest Money paid by Buyer as liquidated damages. If the conditions, if any, to Seller's obligation to close this transaction are satisfied or waived by Seller and Seller fails, through no fault of Buyer, to close the sale of the Property, Buyer shall be entitled as its sole and exclusive remedy to either: (i) terminate this Agreement, receive a refund of the Earnest Money, and be reimbursed for Buyer's out-of-pocket costs related to this transaction; or (ii) to pursue the remedy of specific performance. If Buyer has not filed an action for specific performance within sixty (60) days after the scheduled Closing Date, Buyer shall be deemed to have elected remedy (i) above. In no event shall either party be entitled to punitive or consequential damages, if any, resulting from the other party's failure to close the sale of the Property. **BUYER AND SELLER EACH AGREE THAT IF BUYER DEFAULTS UNDER THIS AGREEMENT, THE DAMAGES TO SELLER WOULD BE EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN, AND THAT THEREFORE, IF BUYER DEFAULTS HEREUNDER THE LIQUIDATED DAMAGES AMOUNT SHALL SERVE AS DAMAGES FOR THE DEFAULT BY BUYER, AS A REASONABLE ESTIMATE OF THE DAMAGES TO SELLER, INCLUDING COSTS OF NEGOTIATING AND DRAFTING THIS AGREEMENT, COSTS OF COOPERATING IN SATISFYING CONDITIONS TO CLOSING, COSTS OF SEEKING ANOTHER BUYER, OPPORTUNITY COSTS IN KEEPING THE PROPERTY OUT OF THE MARKETPLACE, AND OTHER COSTS INCURRED IN CONNECTION HERewith.**

7. Closing of Sale.

7.1 Buyer and Seller agree the sale of the Property shall be closed ("Closing"), in Escrow, on or before **thirty (30)** days after the General Conditions set forth in Section 2.1.1. have been satisfied or waived in writing by Buyer (the "Closing Date"). The sale of the Property shall be deemed closed when the document(s) conveying title to the Property is/are delivered and recorded and the Purchase Price is disbursed to Seller. Not less than two (2) business days prior to the Closing Date, the parties shall request that the Title Company obtain a tax certificate to comply with ORS 311.411, and Seller shall ensure that all real property taxes are paid to enable such tax certificate to be issued.

7.2 At Closing, Buyer and Seller shall deposit with the Escrow Holder all documents and funds required to close the transaction in accordance with the terms of this Agreement. At Closing, Seller shall deliver a certification confirming that it is not a "foreign person" as such term is defined by applicable law and regulations.

7.3 At Closing, Seller shall convey fee simple title to the Property to Buyer by **statutory warranty deed** (the "Deed"). At Closing, Seller shall cause the Title Company to deliver to Buyer a standard ALTA form owner's policy of title insurance (the "Title Policy") in the amount of the Purchase Price insuring fee simple title to the Property in Buyer subject only to the Permitted Exceptions and the standard preprinted exceptions contained in the Title Policy. Seller shall reasonably cooperate in the issuance to Buyer of an ALTA extended form policy of title insurance and sign all customary title affidavits required in connection therewith. Buyer shall pay any additional expense resulting from the

ALTA extended coverage and any endorsements required by Buyer. The Title Company's irrevocable commitment to issue the Title Policy to Buyer shall be a condition precedent to Buyer's obligations under this Agreement.

8. Closing Costs; Prorations. Seller shall pay the premium for the Title Policy, provided, however, if Buyer elects to obtain an ALTA extended form policy of title insurance and/or any endorsements, Buyer shall pay the difference in the premium relating to such election. Seller and Buyer shall each pay one-half (1/2) of the escrow fees charged by the Escrow Holder. Any excise tax and/or transfer tax shall be split equally between Seller and Buyer. Real property taxes for the tax year of the Closing shall be prorated as of the Closing Date. Seller shall use reasonable efforts to cause any applicable utility meters to be read on the day prior to the Closing Date, and will be responsible for the cost of any utilities used prior to the Closing Date. Seller shall be responsible for payment of all taxes, interest, and penalties, if any, upon removal of the Property from any special assessment or program. If any of the aforesaid prorations cannot be definitely calculated on the Closing Date, then they shall be estimated at Closing and definitely calculated as soon after the Closing Date as feasible.

9. Possession. Seller shall deliver exclusive possession of the Property, subject to the Permitted Exceptions, to Buyer **on the Closing Date.**

10. Condition of Property. Seller represents and warrants to Buyer, effective as of the Execution Date and as of the Closing Date:

10.1 Seller has full power and authority to enter into this Agreement and complete the transaction contemplated by this Agreement.

10.2 The Property will be in the same condition as its present condition on the Closing Date.

10.3 Seller has received no written notice of any liens or other assessments to be assessed against the Property or any notices relating to condemnation.

10.4 Seller is not aware of any material defects relative to the Property.

10.5 Seller has received no written notice from any governmental agency of any violation or potential violation of any statute, law, ordinance, or deed restriction, rule, or regulation with respect to the Property (including without limitation any environmental law or building code violation) and is not aware of any potential violation of the same.

10.6 No actions, suits or proceedings have been instituted or threatened against Seller or affecting the Property at law or in equity or before any federal, state or municipal governmental department, commission, board, bureau, agency or instrumentality thereof.

10.7 Seller is not a "foreign person" as that term is defined in Internal Revenue Code §1445. On the Closing Date, Seller shall execute and deliver to Buyer a certification of non-foreign status on a form required by the Internal Revenue Service.

10.8 To Seller's knowledge and except as disclosed in writing to Buyer, (a) the Property has never been used for the storage or disposal of any hazardous material or waste, (b) there are no environmentally hazardous materials or wastes or tanks contained on or under the Property, and (c) the Property has not been identified by any governmental agency as a site upon which environmentally hazardous materials or wastes have been or may have been located or deposited.

10.9 There are no leases, occupancies, easements, first rights of refusal, options or other rights to purchase or use the Property or obligations or agreements that would be binding on Buyer after Closing relative to the Property.

Unless caused by Buyer, Seller shall bear all risk of loss and damage to the Property until Closing, and Buyer shall bear such risk at and after Closing. Except for Seller's representations and warranties set forth in this Section 10, Buyer shall acquire the Property "AS IS" with all faults and Buyer shall rely on the results of its own inspection and investigation in Buyer's acquisition of the Property. It shall be a condition of Buyer's Closing obligation that all of Seller's representations and warranties stated in this Agreement are materially true and correct on the Closing Date. Seller's representations and warranties stated in this Agreement shall survive Closing for one (1) year.

11. Condemnation or Casualty. If, prior to Closing, all or any material part of the Property is (a) condemned or appropriated by public authority or any party exercising the right of eminent domain, or is threatened thereby, or (b) if there occurs a fire or other casualty causing material damage to the Property or any material portion thereof, then, at the election of Buyer by written notice to Seller, either: (i) this Agreement shall terminate, whereupon all Earnest Money and any interest accrued thereon shall be promptly refunded to Buyer; or (ii) this Agreement shall remain in effect and Seller shall assign to Buyer at Closing Seller's entire right, title and interest in the taking award or casualty insurance proceeds attributable to the portion of the Property taken or destroyed, as the case may be. If Buyer fails to make such election within twenty (20) days after written notice from Seller, Buyer shall be deemed to have elected option (ii) above. Seller will promptly notify Buyer as to the commencement of any such action or any communication from a condemning authority that a condemnation or appropriation is contemplated, and will cooperate with Buyer in the response to or defense of such actions.

12. Operation of Property. Between the Execution Date and the Closing Date, Seller shall: (i) continue to operate, maintain and insure the Property consistent with Seller's current operating practices; and (iii) not, without Buyer's prior written consent, which consent may be withheld in Buyer's sole and absolute discretion, enter into: (a) any leases or occupancy agreements for the Property; (b) any amendments or modification agreements affecting the Property; or (c) any service contracts or other agreements affecting the Property that are not terminable prior to Closing.

13. Assignment. Neither party may assign its interest in this Agreement without the other party's prior written consent.

14. Arbitration. Intentionally deleted.

15. Attorneys' Fees. Intentionally deleted.

16. Statutory Notice. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930 (Definitions for ORS 30.930 to 30.947), IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSONS RIGHTS, IF ANY, UNDER ORS 195.300 (Definitions for ORS 195.300 to 195.336), 195.301 (Legislative findings) AND 195.305 (Compensation for restriction of use of real property due to land use regulation) TO 195.336 (Compensation and Conservation Fund) 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. 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 (Definitions for ORS 92.010 to 92.192) OR 215.010 (Definitions), TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300 (Definitions for ORS 195.300 to 195.336), 195.301 (Legislative findings) AND 195.305 (Compensation for restriction of use of real property due to land use regulation) TO 195.336 (Compensation and Conservation Fund) 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.

17. Intentionally deleted.

18. Brokers. Seller agrees to pay a commission to Stu Peterson/Macadam Forbes ("Seller's Broker") at Closing pursuant to the terms of the agreement with Seller and Seller's Broker. In the event any claims for brokers' or

finders' fees or commissions are made in connection with the negotiation, execution, or consummation of this Agreement, then Seller shall indemnify, hold harmless, and defend Buyer from and against such claims if they are based upon any statement, representation or agreement made by Seller, and Buyer shall indemnify, hold harmless, and defend Seller if such claims shall be based on any statement, representation or agreement made by Buyer.

19. Notices. Unless otherwise specified, any notice required or permitted in, or related to this Agreement must be in writing and signed by the party to be bound. Any notice will be deemed delivered: (a) when personally delivered; (b) when delivered by electronic mail transmission, with a copy sent by U.S. Mail; (c) on the day of delivery of the notice by reputable overnight courier; or (d) on the day of delivery of the notice by mailing by certified or registered U.S. mail, postage prepaid, return receipt requested, unless that day is a Saturday, Sunday, or federal or Oregon State legal holiday, in which event such notice will be deemed delivered on the next following business day. All notices shall be sent by the applicable party to the address of the other party shown at the beginning of this Agreement.

20. Miscellaneous. Time is of the essence of this Agreement. If the deadline under this Agreement for delivery of a notice or performance of any obligation is a Saturday, Sunday, or federal or Oregon State legal holiday, such deadline will be deemed extended to the next following business day. The facsimile and/or electronic mail transmission of any signed document including this Agreement shall be the same as delivery of an original, and digital signatures shall be valid and binding. At the request of either party, the party delivering a document by facsimile and/or electronic mail will confirm such transmission by signing and delivering to the other party a duplicate original document. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements between them. Without limiting the provisions of Section 13 of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective successors and assigns. Neither this Agreement nor a memorandum hereof shall be recorded unless the parties otherwise agree in writing.

21. Governing Law. This Agreement is made and executed under, and in all respects shall be governed and construed by, the laws of the State of Oregon.

22. Addenda; Exhibits. The following named addenda and exhibits are attached to this Agreement and incorporated within this Agreement:

☒ Exhibit A – Legal Description of Property

23. OFAC Certification. The Federal Government, Executive Order 13224, requires that business persons of the United States not do business with any individual or entity on a list of "Specially Designated nationals and Blocked Persons" - that is, individuals and entities identified as terrorists or other types of criminals. Seller and Buyer hereinafter certify to each other that:

23.1 It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, specially designated national and/or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and

23.2 It has not executed this Agreement, directly or indirectly on behalf of, or instigating or facilitating this Agreement, directly or indirectly on behalf of, any such person, group, entity, or nation.

Seller and Buyer hereby agree to defend, indemnify, and hold harmless each other from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification. This certification and agreement to indemnify, hold harmless, and defend shall survive Closing or any termination of this Agreement.

ACCEPTED AND AGREED BY:

Buyer **City of Tigard**

By: DocuSigned by:
Steve Rymer
Steve Rymer, City Manager

Date: 2/12/2024

Seller **Wall Street South LLC**

By: DocuSigned by:
Jack Martin
Name: Jack Martin

Title MGR

Date: 2/13/2024

Seller **Wall Street Central LLC**

By: DocuSigned by:
Jack Martin
Name: Jack Martin

Title MGR

Date: 2/13/2024

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

PARCEL I:

A tract of land created pursuant to Property Line Adjustment Deed recorded August 13, 2015, Recording No. 2015-068819, located in the Southwest one-quarter of Section 1, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, and being more particularly described as follows:

Commencing at the most westerly Southwest corner of Lot 1 of "Tech Center Business Park", recorded in Book 53, page 29 of Washington County Plat Records, said point also being on the northeasterly right-of-way line of the Southern Pacific Railroad and being the most southerly corner of that property described as Parcel V in that Deed to Fred W. Fields as Trustee of the Fred W. Fields Revocable Living Trust, recorded on May 5, 2010, as Document Number 2010-033975, Washington County Deed Records; thence along said northeasterly right-of-way line, North 41°55'03" West 1113.55 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying, Inc." and the POINT OF BEGINNING; thence leaving said northeasterly right-of-way line, North 29°34'10" East 713.78 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying, Inc."; thence North 60°25'50" West 440.00 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying, Inc." located on the easterly line of that property described as Parcel VI in said Document Number 2010-033975; thence along the easterly line of said Parcel VI, North 29°34'10" East 1055.76 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying, Inc." located on the southerly right-of-way line of S.W. Hunziker Street (30 feet Southerly from the centerline thereof, when measured at right angles); thence along said southerly right-of-way line 16.24 feet along a non-tangent circular curve to the right, having a radius of 230.00 feet, a delta angle of 4°02'47", and a long chord bearing North 62°58'39" West 16.24 feet to a 5/8 inch iron rod located at a point of tangency; thence continuing along said southerly right-of-way line, North 60°57'15" West 3.78 feet to the northwest corner of said Parcel VI; thence along the westerly line of said Parcel VI, South 29°34'10" West 1614.75 feet to a 5/8 inch iron rod located on the northerly right-of-way line of said Southern Pacific Railroad; thence along said northerly right-of-way line, South 41°55'03" East 485.10 feet to the Point of Beginning. The basis of bearings for this description is survey number 32010, Washington County Survey Records.

EXCEPTING THEREFROM that portion described in Dedication Deed for road purposes recorded November 9, 2016, Recording No. 2016-092473, Records of Washington County.

TOGETHER WITH a slope easement as described in Slope Easement Agreement recorded July 31, 2017, Recording No. 2017-060597 and First Amendment Slope Easement Agreement recorded November 24, 2021, Recording No. 2021-122737, Records of Washington County.

PARCEL II:

A tract of land created pursuant to Property Line Adjustment Deed recorded May 10, 2021, Recording No. 2021-055842, as Tract 1 therein, located in the Northwest one-quarter and the Southwest one-quarter of Section 1, Township 2 South, Range 1 West, Willamette Meridian, City of Tigard, Washington County, Oregon, and being more particularly described as follows:

Commencing at the most westerly southwest corner of Lot 1 of "Tech Center Business Park", recorded in Book 53, Page 29 of Washington County Plat Records, said point also being on the northeasterly right-of-way line of the Southern Pacific Railroad and being the most southerly corner of that property described as Parcel V in that deed to Fred W. Fields as Trustee of the Fred W. Fields Revocable Living Trust, recorded on May 5, 2010 as Document Number 2010-033975, Washington County Deed Records; thence, along said northeasterly right-of-way line, North 41°55'03" West 1113.55 feet to the southeast corner of that property described as Tract 1 in a deed to David M.

Munro as successor trustee of the Fred W. Fields Revocable Living Trust Agreement recorded on August 13, 2015 as Document Number 2015-068819, Washington County Deed Records, from said point a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying, Inc." bears South 29°34'10" West 2.00 feet; thence leaving said northeasterly right-of-way line along the southeasterly line of said Tract 1 and the northeasterly extension thereof, North 29°34'10" East 713.78 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying, Inc." located at the southeast corner of that property described as Tract 2 in a deed to David M. Munro as successor trustee of the Fred W. Fields Revocable Living Trust Agreement recorded on June 22, 2015 as Document Number 2015-048836, Washington County Deed Records, and the POINT OF BEGINNING; thence along the southeasterly line of said Tract 2, North 29°34'10" East 423.50 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc."; thence departing said southeasterly line of Tract 2, North 60°25'50" West 410.00 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc." located on the southeasterly line of that property described in right-of-way Dedication Deed recorded on November 9, 2016 as Document Number 2016-092473, Washington County Deed Records; thence along the southeasterly line of said right- of-way Dedication Deed South 29°34'10" West 423.50 feet to a point on the southwesterly line of said Tract 2, said point being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying, Inc."; thence along the southwesterly line of said Tract 2, South 60°25'50" East 410.00 feet to the Point of Beginning. The basis of bearings for this description is survey number 32589, Washington County Survey Records,

TOGETHER WITH a slope easement as described in Slope Easement Agreement recorded July 31, 2017, Recording No. 2017-060597 and First Amendment Slope Easement Agreement recorded November 24, 2021, Recording No. 2021-122737, Records of Washington County.


Certificate Of Completion

Envelope Id: 6D0365F87C484653AE02054D0DBC1193	Status: Completed
Subject: Complete with DocuSign: Wall Street PSA City Executed.pdf	
Source Envelope:	
Document Pages: 9	Signatures: 2
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Trevor Cheyne
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	12909 SW 68th Pkwy #350
	Portland, OR 97223
	tcheyne@wfgnationaltitle.com
	IP Address: 192.100.29.5

Record Tracking

Status: Original	Holder: Trevor Cheyne	Location: DocuSign
2/12/2024 3:01:28 PM	tcheyne@wfgnationaltitle.com	

Signer Events	Signature	Timestamp
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Jack Martin	<div>DocuSigned by:  163162F6916047D...</div>	Sent: 2/12/2024 3:04:03 PM
jackmartinis@protonmail.com		Viewed: 2/12/2024 5:06:52 PM
MGR		Signed: 2/13/2024 9:42:27 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 76.93.231.218	

Electronic Record and Signature Disclosure:
Accepted: 2/12/2024 5:06:52 PM
ID: 67a2b07b-3437-4e9f-b224-4703549c2a59

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/12/2024 3:04:03 PM
Certified Delivered	Security Checked	2/12/2024 5:06:52 PM
Signing Complete	Security Checked	2/13/2024 9:42:27 AM
Completed	Security Checked	2/13/2024 9:42:27 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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