#### TIGARD CITY COUNCIL & LOCAL CONTRACT REVIEW BOARD

MEETING DATE AND FEBRUARY 27, 2024 - 4:00 p.m. Executive Session; 6:30 p.m. Business Meeting

TIME:

MEETING LOCATION: Hybrid - City of Tigard - Town Hall - 13125 SW Hall Blvd., Tigard, OR 97223 - See

PUBLIC NOTICE below

**PUBLIC NOTICE:** In accordance with Oregon House Bill 2560, this will be a hybrid meeting where some Council, staff or public will participate in person and some will participate remotely.

#### How to comment:

- Written public comment may be submitted electronically at <a href="www.tigard-or.gov/Comments">www.tigard-or.gov/Comments</a> by noon the day before the meeting date.
- If attending the meeting in person, please fill out the public comment sign-in sheet at the front of the room and come to the microphone when your name is called.
- If you prefer to call in, please call 503-966-4101 when instructed to be placed in the queue. We ask that you plan on limiting your testimony to two minutes.
- You may comment by video through the Teams app. Go to this link to learn how to participate by video February 27, 2024 Council Meeting (https://www.tigard-or.gov/Home/Components/Calendar/Event/5249/372).

Upon request, the City will endeavor to arrange for the following services:

- Qualified sign language interpreters for persons with speech or hearing impairments; and
- Qualified bilingual interpreters.

Since these services must be scheduled with outside service providers, it is important to allow as much lead time as possible. Please notify the City of your need by 5:00 p.m. on the Thursday preceding the meeting by calling: 503-718-2419 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

#### SEE ATTACHED AGENDA

VIEW LIVESTREAM ONLINE: https://www.tigard-or.gov/boxcast

CABLE VIEWERS: The City Council meeting will be shown live on Channel 21 (1st Tuesdays) and Channel 28 (2nd & 4th Tuesdays) at 6:30 p.m. The meeting will be rebroadcast at the following times on Channel 28:

Thursday 6:00 p.m. Friday 10:00 p.m. Saturday 7:30 p.m. Sunday 11:30 a.m. Monday 6:00 a.m.

#### TIGARD CITY COUNCIL & LOCAL CONTRACT REVIEW BOARD

**MEETING DATE AND TIME:** FEBRUARY 27, 2024 - 4:00 p.m. Executive Session; 6:30 p.m. Business Meeting **MEETING LOCATION:** Hybrid - City of Tigard - Town Hall - 13125 SW Hall Blvd., Tigard, OR 97223

4:00 PM

1. EXECUTIVE SESSION: The Tigard City Council will go into Executive Session to discuss the performance review of public officers or employees under ORS 192.660(2) (i). All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(4), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.

6:30 PM

- 2. BUSINESS MEETING
  - A. Call to Order
  - B. Roll Call
  - C. Pledge of Allegiance
  - D. Call to Council and Staff for Non-Agenda Items
- 3. PROCLAMATIONS AND RECOGNITION
- 4. PUBLIC COMMENT
  - A. Follow-up to Previous Public Comment
  - B. Public Comment Written

- C. Public Comment In Person
- D. Public Comment Phone-In
- E. Public Comment Video
- 5. CITY MANAGER REPORT 6:45 p.m. estimated time
- 6. CONSENT AGENDA: (Local Contract Review Board) The Consent Agenda is used for routine items including approval of meeting minutes, contracts or intergovernmental agreements. Information on each item is available on the city's website in the packet for this meeting. These items may be enacted in one motion without separate discussion. Council members may request that an item be removed by motion for discussion and separate action. 6:50 p.m. estimated time
  - A. SAFE STREETS AND ROADS FOR ALL (SS4A) ACTION PLAN CONTRACT
  - B. 72ND AVENUE PRE-DESIGN CONTRACT
  - <u>Consent Agenda Items Removed for Separate Discussion:</u> Any items requested to be removed from the Consent Agenda for separate discussion will be considered immediately after the Council has voted on those items which do not need discussion.
- 7. WASHINGTON COUNTY TRANSIT VISION PROJECT BRIEFING 6:55 p.m. estimated time
- 8. PUBLIC FACILITY PROPERTY ACQUISITION 7:20 p.m. estimated time
- 9. NON-AGENDA ITEMS
- 10. EXECUTIVE SESSION: The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(4), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.
- 11. ADJOURNMENT 7:30 p.m. estimated time

AIS-5435 6. A.

**Business Meeting** 

Meeting Date: 02/27/2024

Length (in minutes): Consent Item

**Agenda Title:** Safe Streets and Roads for All (SS4A) Action Plan Contract

Authored By: Toni Riccardi

**Presented By:** Project Manager Courtney Furman

**Item Type:** Motion Requested

Local Contract Review Board

Public Hearing Yes Newspaper Legal Ad Required?:

**Public Hearing Publication** 12/13/2023

Date in Newspaper:

#### Information

#### **EXPLANATION OF ISSUE**

The purpose of this action is to approve the Safe Streets and Roads for All (SS4A) Action Plan contract.

#### **ACTION REQUESTED**

Staff recommends the Local Contract Review Board award the contract to Toole Design in the estimated amount of \$325,000.00 and authorize the City Manager to take the steps necessary to execute the contract.

#### **BACKGROUND INFORMATION**

The contract before the Local Contract Review Board tonight is for the City of Tigard's Safe Streets for All (SS4A) Action Plan to develop a comprehensive transportation safety action plan. In coordination with Oregon Metro and regional partners, the City of Tigard applied for and was successfully awarded \$240,000 in federal SS4A funding to develop a comprehensive transportation safety action plan. Not only will the completed plan support Tigard's broad transportation safety objectives, but it will also allow the city to apply and compete for capital funding in future SS4A funding cycles.

Work included under this contract will include an adopted comprehensive transportation safety action plan meeting the SS4A eligibility criteria:

#### 1. Leadership Commitment

a. Council resolution committing to achieve zero roadway fatalities and serious injuries by a date certain, or % reduction by a date certain with an eventual goal of zero roadway fatalities and serious injuries.

#### 2. Planning Structure

- a. Creation of a task force or similar body with oversight of plan development, implementation, and monitoring.
- 3. Planning Process Inputs

- a. Develop safety analysis of existing conditions and historical trends setting a baseline of crashes involving fatalities and serious injuries.
- b. Robust engagement with the public and stakeholders that allows for direct feedback.
- c. Plan development using inclusive and representative processes. Identification of underserved communities. Analysis inclusive of population characteristics and initial equity impact assessments of proposed projects and strategies.

#### 4. Planning Process Outcomes

- a. Assessment of current policies, plans, guidelines, and/or standards to identify opportunities to improve transportation safety
- b. List of specific projects, strategies, descriptions of programs, and explanation of prioritization criteria used.
- c. List of interventions focused on infrastructure, behavioral, and/or operational safety.
- d. Description of how progress will be measured over time and includes, at a minimum, outcome data.

The comprehensive transportation safety action plan will build off the recent resolution of commitment by the City of Tigard to eliminate traffic deaths and serious injuries using a safe systems approach to prioritize transportation safety (Resolution No. 23-25).

The city issued a Qualification Based Solicitation (QBS) process (Tigard Public Contracting Rule 70.016) for the project on December 13, 2023, with the notice published in the Daily Journal of Commerce. Upon closing, the city received three proposals and their respective qualification scores:

- Toole Design
- Kittelson & Associates
- Fehr & Peers

The proposal from Toole Design, was found to be the top-ranking firm after the qualification based scoring using the RFP criteria. They were found to be responsible and attractive with the approach and pricing. As such, and in accordance with Tigard Public Contracting Rule 70.016.B.5.A, the city entered into negotiations with Toole Design for contract pricing. The city and Toole Design were able to reach an agreed upon price and scope of work. As this work fell under the Qualification Based Solicitation process and a cost was agreed upon between the city and the top-ranking firm, the city did not need to request pricing from the other firms (Tigard Public Contracting Rule 70.16.B.5). The contract will be for 1 year. The cost of the contract is estimated at \$325,000.

#### **ALTERNATIVES & RECOMMENDATION**

The Local Contract Review Board may choose to not award this contract and direct staff to resolicit for the work.

#### ADDITIONAL RESOURCES

None

**Fiscal Impact** 

**Cost:** \$325,000

Budgeted (yes or no): Yes

Where budgeted?: CIP 95079 - Safe Streets and Roads for All (SS4A)

#### Additional Fiscal Notes:

The cost of the proposed contract would be incurred in FY 2024 and FY 2025.

	Attachments	
Scoring Summary		

#### **Request for Proposal Evaluation Scoring Summary**

2024 - Safe Streets and Roads For All (SS4A)

EVALUATION SUMMARY					
	Evaluation Criteria	Weight	Toole Design	Kittelson & Associates	Fehr & Peers
1	Proposer Required Information	Р	Р	Р	Р
2	Firm Qualifications and Project Team	105	102	94	87
3	Project Understanding and Approach	75	74	69	67
4	Project Management	75	72	67	63
5					
6					
7					
	Total	255	248	230	217

#### SECTION 5 PROPOSAL EVALUATION AND CONTRACTOR SELECTION

#### 5.1 Evaluation Process

A selection committee assembled by the City will review written proposals. After meeting the mandatory requirements, the proposals will be evaluated on their technical and fee aspects. For the purpose of scoring proposals, each committee member will evaluate each proposal in accordance with the criteria listed in Section 4. The committee may seek the assistance of outside expertise, including, but not limited to, technical advisors. The City will evaluate and score the submitted proposals as follows:

1. Transmittal Page	Pass/Fail
2. Firm Qualifications and Project Team	35 Points
3. Project Understanding and Approach	25 Points
4. Project Management	25 Points
5. Cost Proposal	20 Points
Total Evaluation Points	100 Points

AIS-5441 6. B.

**Business Meeting** 

Meeting Date: 02/27/2024

Length (in minutes): Consent Item

**Agenda Title:** 72nd Avenue Pre-Design Contract

Authored By: Toni Riccardi

**Presented By:** Project Manager Courtney Furman

**Item Type:** Motion Requested

Local Contract Review Board

Public Hearing Yes Newspaper Legal Ad Required?:

**Public Hearing Publication** 11/27/2023

Date in Newspaper:

#### Information

#### **EXPLANATION OF ISSUE**

The purpose of this action is to approve the 72<sup>nd</sup> Avenue Pre-Design contract.

#### **ACTION REQUESTED**

Staff recommends the Local Contract Review Board award the contract to Kittelson & Associates in the estimated amount of \$700,000.00 and authorize the City Manager to take the steps necessary to execute the contract.

#### **BACKGROUND INFORMATION**

The contract before the Local Contract Review Board tonight is for the City of Tigard's 72nd Avenue Pre-Design to develop up to a 10% engineered design based on the preferred alignment from the 72nd Avenue Transportation Corridor Study for SW 72nd Avenue between Pacific Highway and Highway 217. The Project will further develop the north section of SW 72nd Avenue between Pacific Highway and Dartmouth Street to a 30% engineered design. Included in the design considerations is the future Red Rock Creek Trail crossing. The design will promote the complete street design concept and will create safe and continuous bicycle and pedestrian routes with sidewalks, cycle tracks (protected bike lanes), on-street parking and bus pull-outs.

The city issued a Qualification Based Solicitation (QBS) process (Tigard Public Contracting Rule 70.016) The issued a Qualification Based Request for Proposal for the project November 27, 2023, with the notice published in the Daily Journal of Commerce. Upon closing, the city received four proposals and their respective qualification scores:

- Kittelson & Associates
- Wallis Engineering
- Dowl, LLC.
- Otak, Inc.

The proposal from Kittelson & Associates, was found to be the top-ranking firm after the qualification scoring based on the identified criteria in the RFP was completed. They were found to be responsible and attractive with the approach and pricing. As such, and in accordance with Tigard Public Contracting Rule 70.016.B.5.A, the city entered into negotiations with Kittelson & Associates for contract pricing. The city and Kittelson & Associates were able to reach an agreed upon price and scope of work. The contract will be for 1 year. The cost of the contract is estimated at \$700,000.

#### **ALTERNATIVES & RECOMMENDATION**

The Local Contract Review Board may choose to not award this contract and direct staff to re-solicit for the work.

#### ADDITIONAL RESOURCES

None

**Fiscal Impact** 

**Cost:** \$700,000

Budgeted (yes or no): Yes

**Where budgeted?:** CIP#95072 – 72nd Avenue Pre-Design

Additional Fiscal Notes:

The cost of the proposed contract would be incurred in FY 2024 and FY 2025.

**Attachments** 

Scoring Summary

#### **Request for Proposal Evaluation Scoring Summary**

95072 72nd Ave Pre-Design

EVALUATION SUMMARY						
	Evaluation Criteria	Weight	Wallis Engineering	Dowl, LLC	Otak, Inc.	Kittelson & Associates
1	Proposer Required Information					
2	Firm Qualifications and Project Team	175	131	126	125	137
3	Project Understanding and Approach	125	86	79	83	91
4	Project Management	125	91	85	82	96
5	Price Evaluation	75	42	N/A	N/A	50
6						
7						
	Total	500	350	290	290	374

### SECTION 5 PROPOSAL EVALUATION AND CONTRACTOR SELECTION

#### 5.1 Evaluation Process

A selection committee assembled by the City will review written proposals. After meeting the mandatory requirements, the proposals will be evaluated on their technical and fee aspects. For the purpose of scoring proposals, each committee member will evaluate each proposal in accordance with the criteria listed in Section 4. The committee may seek the assistance of outside expertise, including, but not limited to, technical advisors. The City will evaluate and score the submitted proposals as follows:

1. Transmittal Page	Pass/Fail
2. Firm Qualifications and Project Team	35 Points
3. Project Understanding and Approach	25 Points
4. Project Management	25 Points
Total Eva	duation Points 85 Points

#### 5.2 **Price Evaluation**

After evaluation of the written proposals, the City will invite up to the three (3) highest ranked Proposers to submit a detailed breakdown of costs based on the scope of work. The proposed fee structure should include hourly rates for each person assigned and the level of effort based on anticipated duration and hours for the project. An additional 15 points in scoring will be assigned to the cost structure criteria.

#### 5.3 Presentation/Interview

At the option of the City, the City may invite up to the three (3) highest ranked Proposers to make a presentation of their proposal. This will provide an opportunity to clarify and elaborate on the proposal. The City will schedule the time and location of these presentations (if necessary) and notify the selected firms. (may be conducted virtually via Microsoft Teams) Should one or more firms be selected for oral interviews, an additional **20 points** will be assigned to the interview process and will be added to the participating Proposers' total points.

#### 5.4 <u>Clarification of Proposals</u>

The City reserves the right to obtain clarification of any point regarding a proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of their proposal.

#### 5.5 Negotiations with Top Ranked Firm and Contractor Selection

Following the selection committee's final determination of the highest scored Proposer, the City will issue a Notice of Intent to Award and begin contract negotiations with the top ranked Proposer regarding conditions, compensation level, schedule and performance of the scope of services. After good faith negotiations, if the City and the top ranked Proposer are unable to agree, then the City will move to the second ranked Proposer and enter into negotiations. The process shall repeat until either the City and a firm come to an agreement or the City determines the project unfeasible at this time and elects to re-scope and re-solicit the work.

#### 5.5 Protest of Contract Award

In accordance with Tigard Public Contracting Rule 30.135, any adversely affected Proposer has seven (7) calendar days from the date of the written Notice of Intent to Award to file a written protest. In order to be adversely affected, a Proposer must itself claim to be eligible for award of the contract and must be next in line for award. The written protest must be timely and specify the grounds upon which the protest is based. The City will not entertain a protest submitted after the time period established in this section.

AIS-5423 7.

**Business Meeting** 

Meeting Date: 02/27/2024 Length (in minutes): 25 Minutes

**Agenda Title:** Washington County Transit Vision Project Briefing

**Authored By:** Dave Roth

**Presented By:** Dyami Valentine, Washington County Principal Transportation Planner and Dave

Roth, Tigard Principal Transportation Planner

Item Type: Update, Discussion, Direct Staff

Joint Meeting-Board or Other Juris.

Public Hearing No Legal Ad Required?: Publication Date:

#### Information

#### **EXPLANATION OF ISSUE**

Council to receive a briefing on the Washington County Transit Vision Project. Provide feedback, if any, on the proposed vision

#### **ACTION REQUESTED**

Receiving information on the Washington County Transit Vision Project

#### **BACKGROUND INFORMATION**

Developed over 18-months and informed through extensive community engagement, the Washington County Transit Study identifies a vision for public transit in the county for the next 20 years. The project was led by Washington County and a consultant team in partnership with the cities of Tigard, Beaverton, Hillsboro, and Tualatin. Tigard teammates participated in the project Technical Work Group.

Key outcomes of the Study include:

- Clearly identifying transit needs in the County
- Creating a vision that is grounded in the experience of transit users
- Identification of actions the County and its local partners can take to support transit such as giving buses priority, improving access to stops and stations, and strengthening regional partnerships

Within Washington County today, public transit includes bus, MAX, Community Connector, on-demand, and shuttle service. Transit remains a vital mode of travel for many members of the Washington County community. Despite declines in ridership during the COVID pandemic, many people who live in, work in, and visit Washington County still rely on transit to get to work, school, medical appointments, and other key destinations. With continued population and employment growth in the county, investments in frequent and reliable transit can serve to offset growth in vehicular trips and related congestion. Further, increasing the share of trips taken on transit is a requirement of meeting local, regional, and statewide greenhouse gas emission reduction targets.

Transit needs within Washington County vary widely due to varied land use contexts as well as individual

mobility needs. The Transit Vision is responsive to the diversity of needs across the county by recommending different levels of transit service and investments tailored to the local context. Recommendations are focused on expanding access to frequent transit, making transit a more reliable travel option, and by improving actual and perceived safety while accessing, waiting for, and riding transit. Within Tigard, the Transit Vision recommends new shuttle services, preparation for future high-capacity transit, transit priority treatments, improved bike and pedestrian access to transit, land use policy recommendations, and expanded frequent bus service. The Transit Vision also provides several performance metrics to track progress over time. These include transit ridership, reduction in per capita vehicle miles traveled (VMT), and transit mode share.

The project team is currently soliciting public feedback through an online open house until March 1st, 2024. The draft project recommendations and executive summary are currently posted on the project website. Completion of the project and release of the final report is anticipated in April 2024.

#### Tigard 2020 - 2025 Strategic Plan Vision

Objective 2.2: Tigard's pedestrian network is attractive, accessible, safe, and well maintained.

Objective 3.1: Pursue land development that maximizes public health benefits while increasing connections between people and community destinations.

Objective 3.2: Focus development-associated resources in parts of the city that have the capacity to serve, house, employ, and attract the most people with the least impact on Tigard's natural systems and the climate. Objective 3.3: Understand the effects of development on vulnerable Tigard residents and mitigate these impacts within projects and over time.

Objective 3.5: Plan and create in a manner that reduces climate impacts to the maximum extent practicable, especially for those most vulnerable.

#### Tigard Council Goals 2023 - 2025

Strategy 2.1: Prioritize carbon responsibility in the City of Tigard operations, projects, and policies.

Strategy 4.3: Increase funding to expand connectivity + support an active, healthy, and accessible community.

#### Tigard 2040 Transportation System Plan

Policy 1: Provide a safe, comfortable, and connected transportation system for all users, especially pedestrians and other vulnerable users.

Policy 2: Support environmental and community health by reducing our carbon footprint, minimizing impacts to natural resources, and addressing unequal health impacts/outcomes of our transportation system on low-income communities and communities of color.

Policy 3: Improve quality of life for all, particularly historically marginalized and underserved communities, by providing access to jobs, schools, and essential services with convenient and affordable travel options.

#### **ALTERNATIVES & RECOMMENDATION**

N/A

#### ADDITIONAL RESOURCES

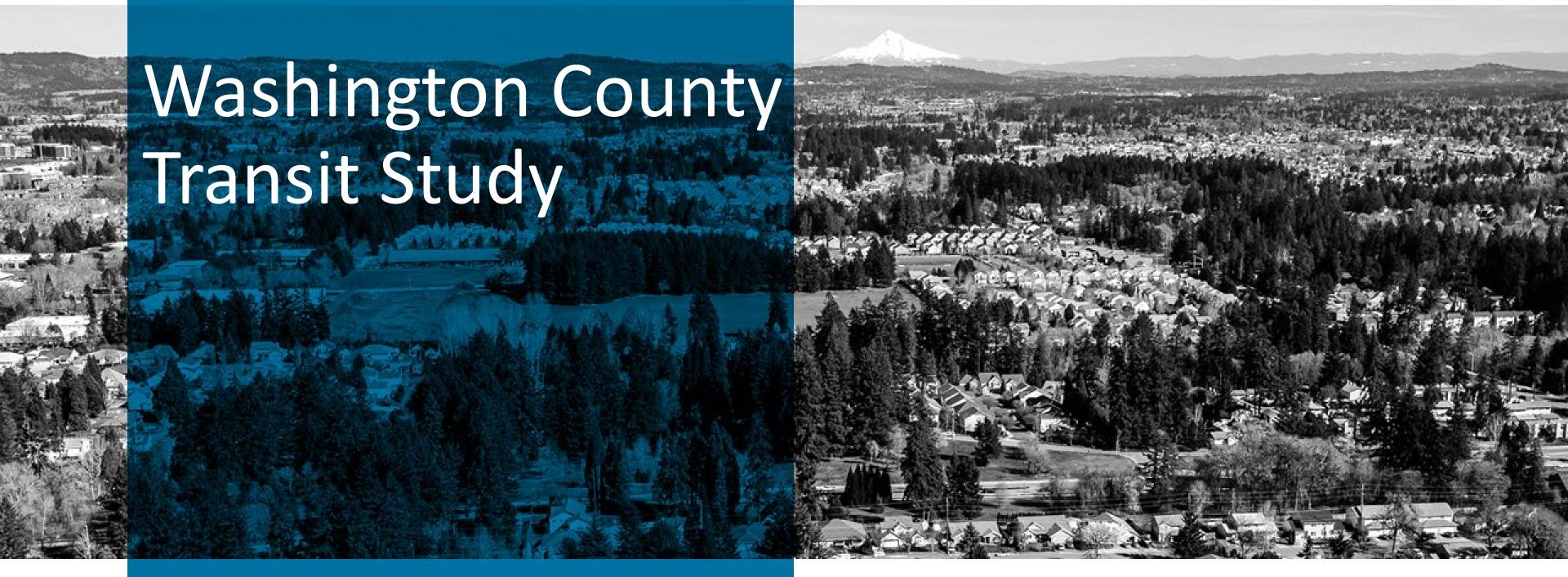
Draft Washington County Transit Vision Executive Summary (January 2024) attached.

#### **Attachments**

WC Transit Vision PPT

WC Transit Vision Draft Executive Summary





Tigard City Council Feb. 27, 2024

Land Use & Transportation



# Project purpose

Enhance our transit system to help more people get to more places and meet the needs of riders.

Develop a **shared vision** and **create a roadmap** to get it done.





# Project goals



### **Equity**

Improve access to opportunities with more equitable and affordable options for transit.



## **Environmental Health**

Reduce greenhouse gas emissions and improve environmental health.



## **Economic Vitality**

Better connect people and places to transit.



### **Customer Experience**

Make transit easier to use.

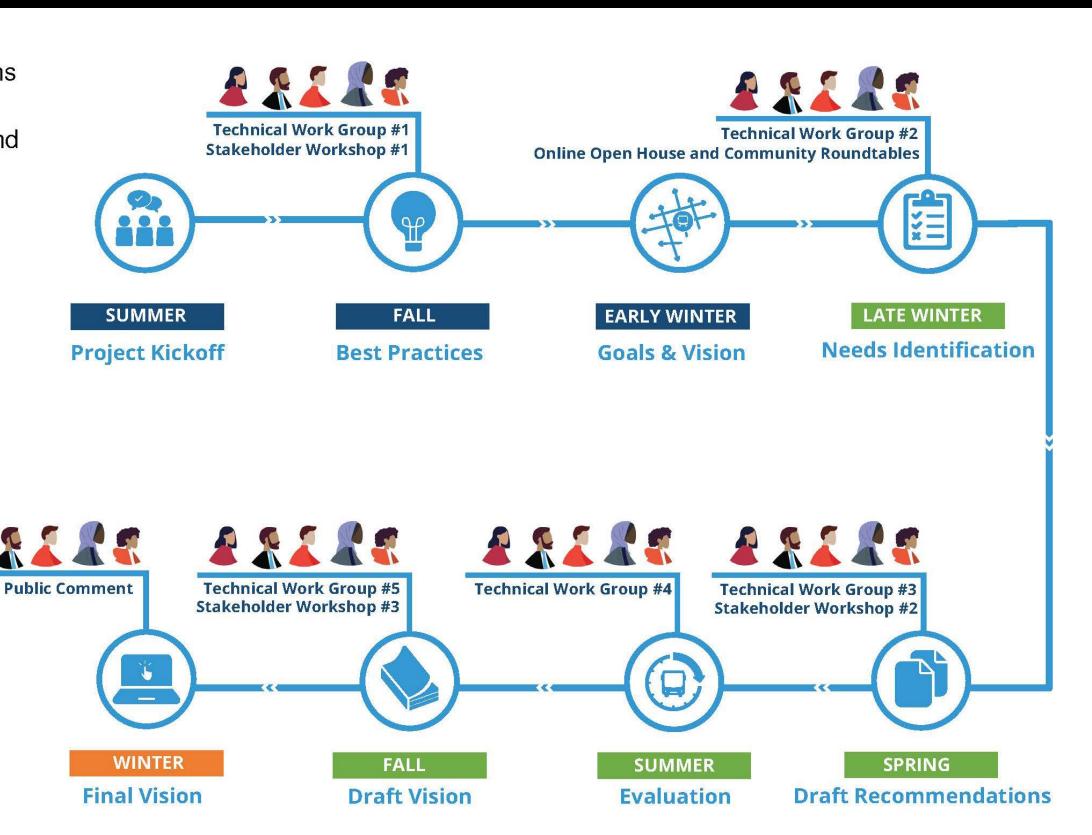


### **Partnerships**

Support a transit system in Washington County that will be successful long-term.

# Our process

The Transit Vision was developed over 18 months and was guided by a Technical Work Group and community stakeholders.



Note:

2022

2023

2024



# Community input

## Working well

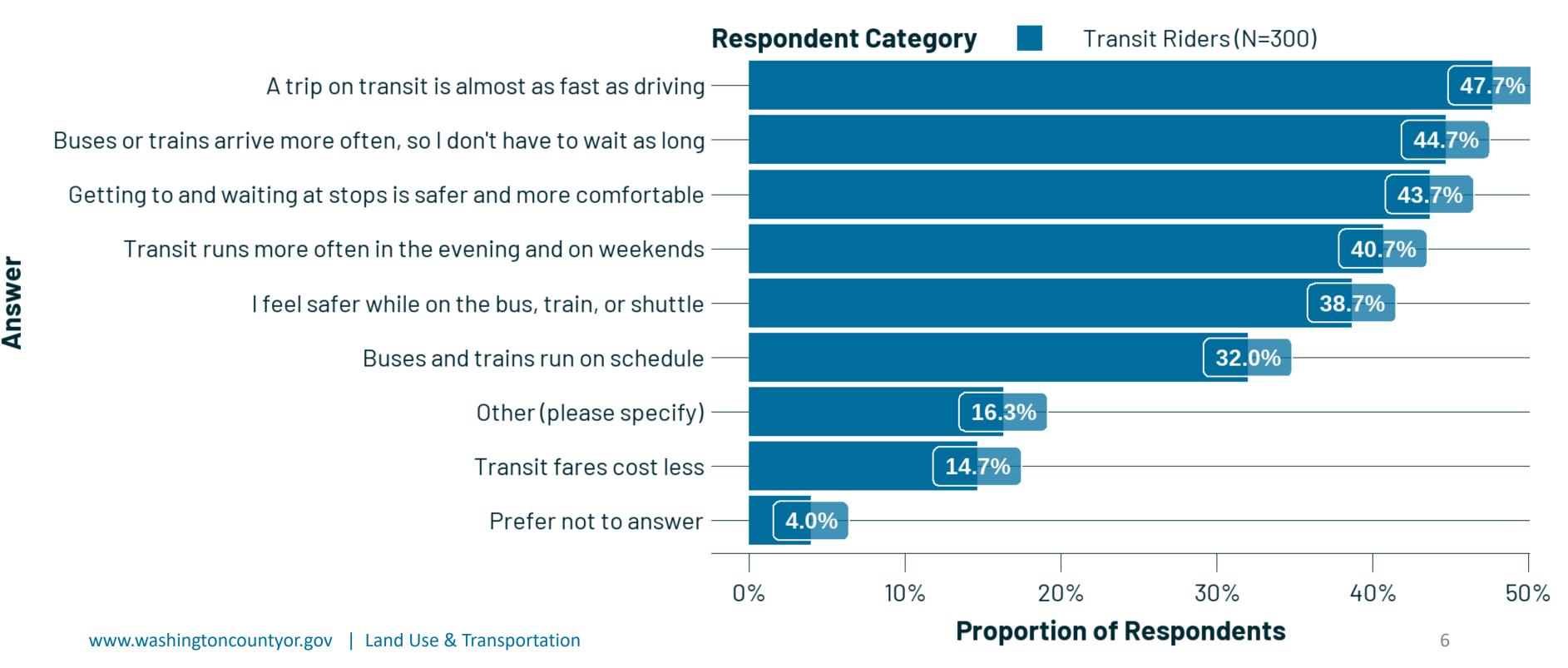
- Affordability
- Convenience
- Ability to avoid traffic
- Ride Connection services

## **Barriers to transit use**

- Feeling unsafe
- Longer travel times than driving
- Stops located too far away from destinations
- Lack of sidewalks and safe crossings near stops
- Service not frequent enough, especially on weekends
- Lack of information and education

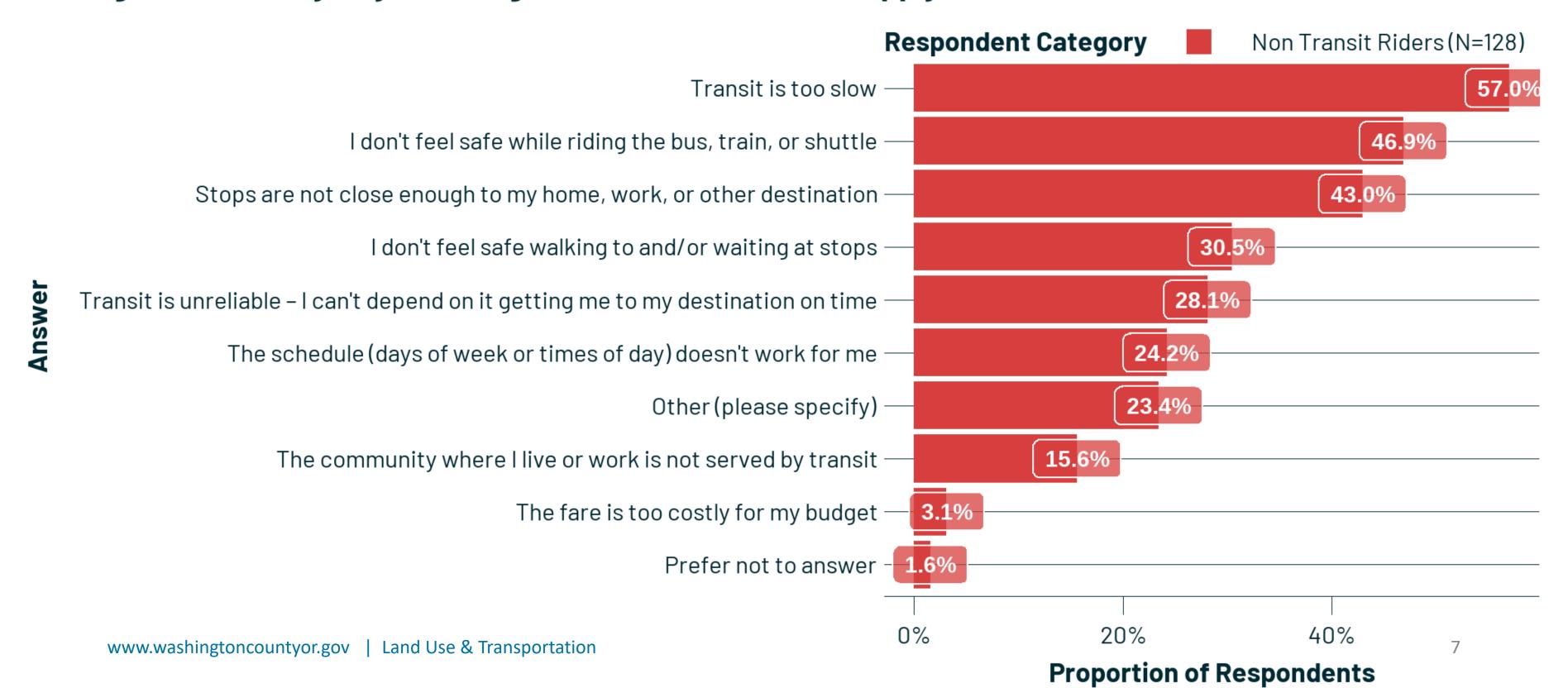
# Online survey results

## Which of the following improvements to transit would you like to see? (check all that apply) (N=300)



# Online survey results

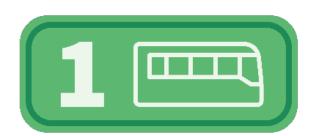
## What gets in the way of you taking transit? (check all that apply) (N=128)





# Prepare priority transit corridors for high-capacity transit (HCT)





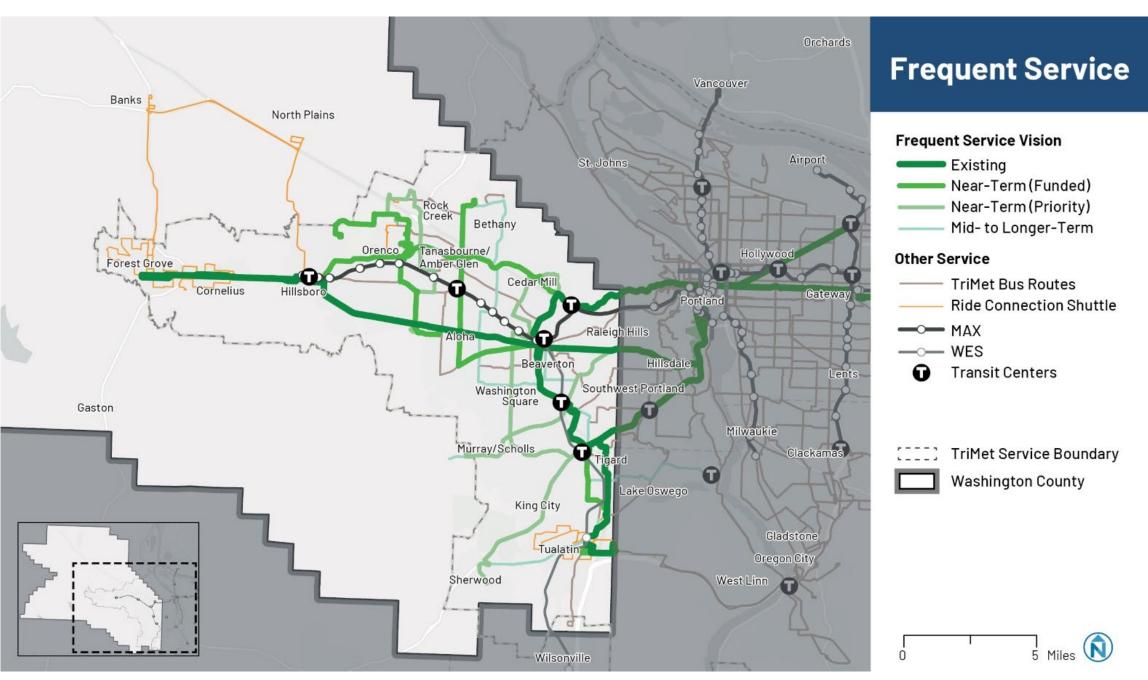
- Tualatin-Portland Southwest Corridor Light Rail Transit
- Beaverton-Portland Line 54
- Beaverton-Bethany via Farmington Road/185th Avenue Line 52
- Sunset Transit Center-Hillsboro HCT via US 26/Evergreen Parkway
- Beaverton-Tigard-Tualatin-Oregon City HCT Line 76
- Sherwood-Tigard HCT via Hwy 99W
- Beaverton-Wilsonville in vicinity of WES (with 15-minute frequency all day)



# Advocate to build out frequent service grid

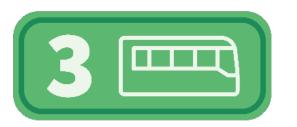


 Washington County and its partners seek to build out the frequent service grid over the next 20 years.





## Implement additional shuttle service

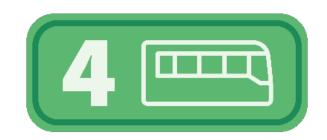


The Vision for Transit builds on the successful partnerships among Washington County, TriMet and Ride Connection to expand use of shuttles and community connectors to additional service areas.

- On-demand or community connector services can provide costeffective shared rides that can help connect people to frequent transit service.
- Employers beyond the reach of transit can fund a shared-shuttle service from transit centers to help retain and attract employees.



# Speed and reliability improvements



- Local jurisdictions that manage roads and traffic signals play an important role in making improvements on streets to help buses run faster and more reliably.
- Small improvements along a bus route can help riders save time.



# Improve amenities and connections at stops and stations

 Local jurisdictions can help make all stops and stations accessible, safe and welcoming so riders can make seamless connections across the region.







# Improve bike and pedestrian access to transit



- All transit trips begin and end with a pedestrian trip.
- Jurisdictions can implement strategies to improve safe access to transit.
  - Well-lit, ADA-accessible sidewalks
  - Provide frequent, safe and convenient crossings



# Implement transit supportive programs and policies

Local jurisdictions play a critical role in designing streets and focusing development in areas that are or can be wellserved by transit.

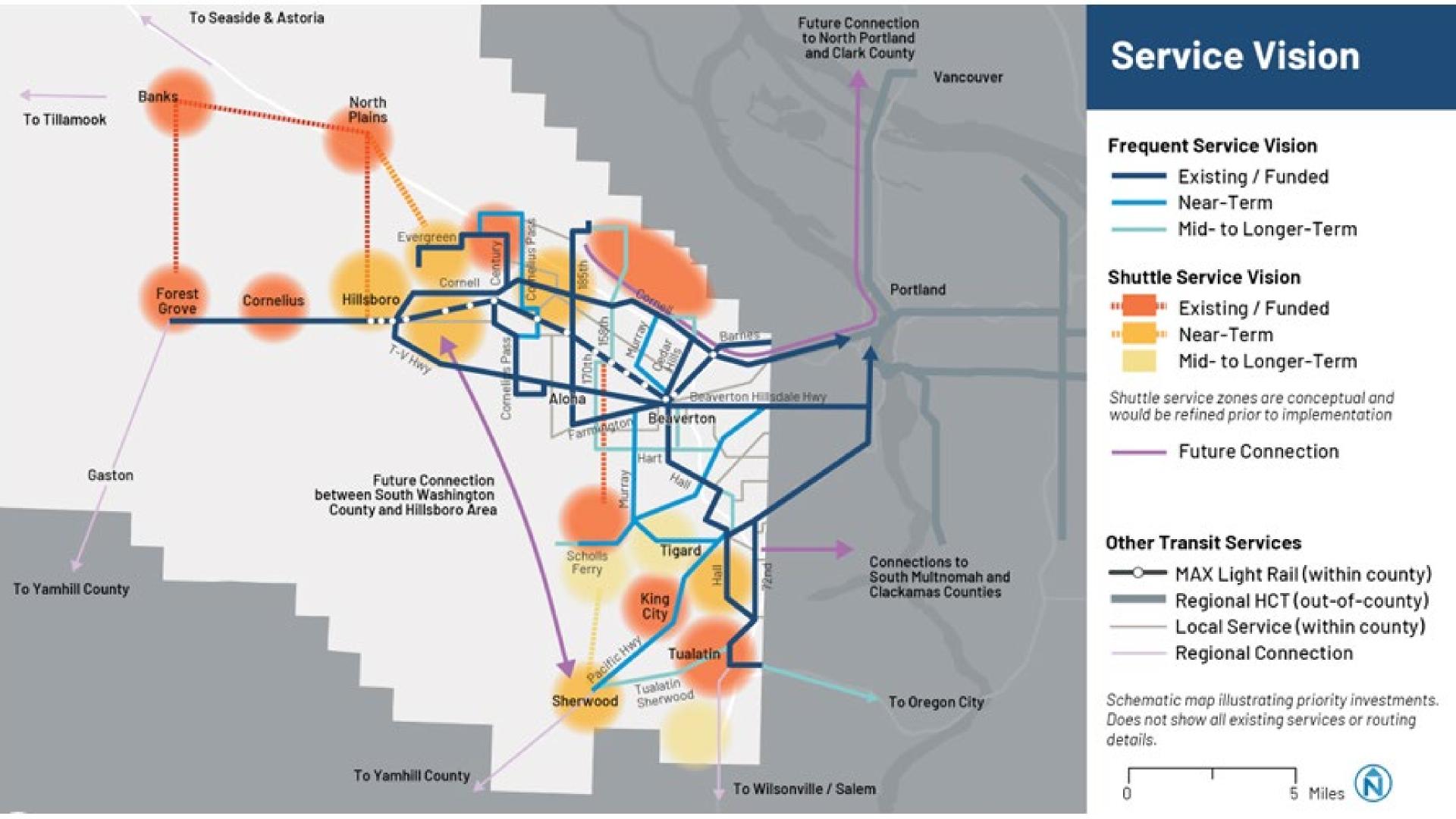


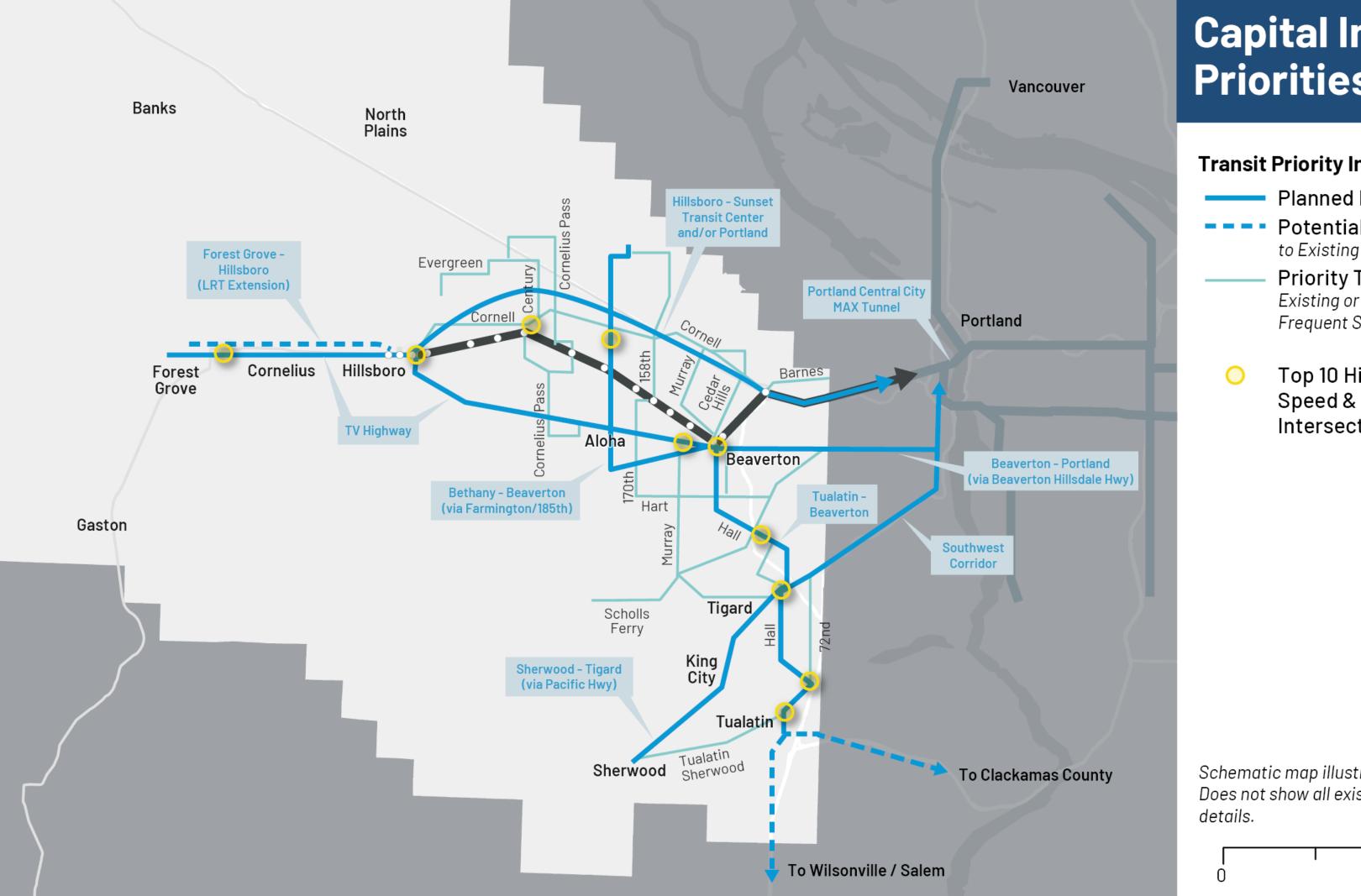
- Concentrate residential housing, jobs and services near frequent transit.
- Align major destinations along direct corridors served by frequent transit.
- Provide a rich mix of uses that support street-level activity throughout the day and night.



# Build partnerships to enhance service coordination and funding

- Strong partnerships with transit providers, jurisdictions,
   Washington County and private partners are needed to implement the Vision for Transit recommendations.
- More or redirected funding will be needed to improve service and the supportive elements that improve the transit experience.
- Statewide conversations about funding to improve transit and reduce vehicle congestion present opportunities for Washington County and cities to realize the Vision for Transit.





## **Capital Investment Priorities**

#### **Transit Priority Investments**

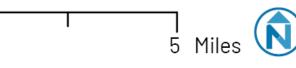
Planned Regional HCT Corridor

Potential HCT Extensions to Existing or Planned HCT Corridors

**Priority Transit Corridor** Existing or Planned Frequent Service Corridors

Top 10 High Priority Speed & Reliability Intersections

Schematic map illustrating priority investments. Does not show all existing services or routing





## **WASHINGTON COUNTY** TRANSIT STUDY

## **EL ESTUDIO DE TRANSPORTE PÚBLICO DEL CONDADO DE WASHINGTON**

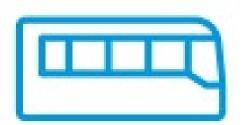
- Draft recommendations
  - Draft Executive Summary available at the following link: https://www.washingtoncountyor.gov/lut/planning/documents/washingtoncounty-transit-vision-draft-executive-summary/download?inline
  - Public comment (Jan. 19 Mar. 1)
    - Online open house: https://transitvision2024.washcoopenhouses.org/index.php
- Final report (April)













Dyami Valentine, Washington County

dyami\_valentine@washingtoncountyor.gov



Land Use & Transportation www.washingtoncountyor.gov

# WASHINGTON COUNTY TRANSIT VISION

**Draft Executive Summary** 

January 2024





# WHAT IS THE TRANSIT VISION?

The Washington County Vision for the next 20 years is to serve the varying travel needs of people who live, work, and visit Washington County and help more people get to more places on transit. Our county is expansive and transit needs vary widely depending on the person and the local context. The Transit Vision is responsive to the diversity of needs across the county by recommending different levels of transit service and investments tailored to the local context.

The Vision supports the County's climate and equity goals, responds to emerging policies at the state and regional levels, and establishes clear roles and responsibilities for partners across the County and region to help make transit a preferred way of travel.

The Transit Vision is grounded in improving the rider experience by:







# **IMPLEMENTING THE TRANSIT VISION**

Many partners play an important role in delivering a great transit experience for the residents, employees, and visitors of Washington County:

- Local jurisdictions are critical partners in ensuring transit is given priority and can operate efficiently, there are safe and accessible ways to connect to transit, and land use patterns and policies are designed to support transit.
- Transit agency partners play a critical role in operating and delivering transit.
- Non-profit and private sector partners play a critical role in promoting, funding, and sometimes delivering transit.

The Transit Vision details the shared roles and responsibilities of all partners in the region to deliver an improved transit experience in the county.

# **HOW DOES TRANSIT BENEFIT WASHINGTON COUNTY?**



Supports a healthy environment.

Tailpipe emissions are the leading contributor to ozone and other air pollutants. Taking transit reduces greenhouse gas emissions.



Increases access to employment centers.

Convenient transit options give employees access to some of the region's biggest employment centers.



Supports sustainable growth.

Transit supports growth by moving more people in the same amount of space on our roads.



Supports accessibility and affordability.

Transit provides affordable options for people who rely on public transit to meet their daily needs.



Connects people to opportunities.

Reliable and fast transit service helps connect people to more opportunities like jobs and services.







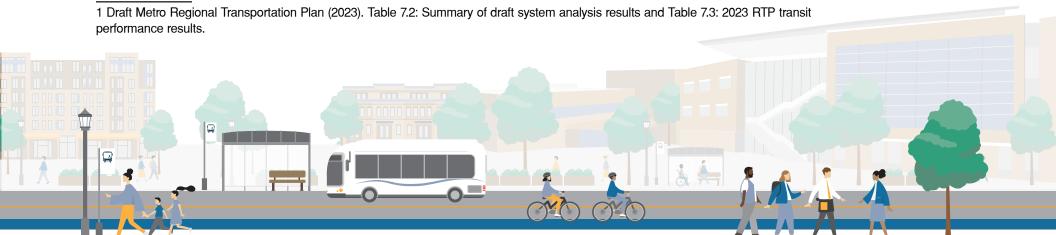




# WHY A TRANSIT VISION NOW?

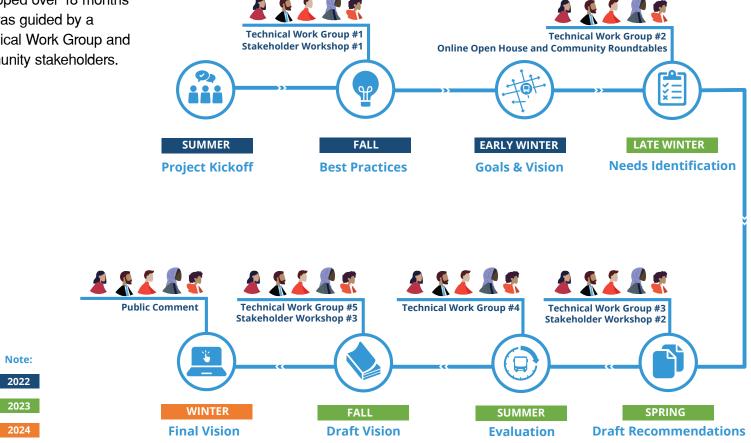
A shared Transit Vision is needed because:

- Transit remains a lifeline for many. Despite declines in transit ridership in recent years, many people who live and work in Washington County still rely on transit to get to work, school, medical appointments, and other key destinations. These residents and workers need transportation options that are affordable and reliable.
- The County's population and employment growth is expected to increase. Washington County's population is expected to increase between 41-55% by 2055. It's also expected that there will be at least twice as many jobs in the county. Transit is the most efficient way to move people. Transit needs to be a viable option to meet the growing travel demands and make more efficient use of our transportation network.
- Local and regional climate and equity goals demand action now. Our communities must act now to
  encourage more people to take transit for more trips to support the region's climate, equity, and mode share goals.
  The 2023 Regional Transportation Plan sets an aggressive target to triple the transit mode share for all trips from
  4.1% in 2020 to 12.2% by 2045.<sup>1</sup>
- New state and regional policies are elevating the need to identify the County's priorities and invest in
  transit. The Climate-Friendly and Equitable Communities (CFEC) Rulemaking requires jurisdictions to limit parking
  requirements and better manage parking two strategies that will require enhanced transit options. The Oregon
  Tolling Project will also mean that tolling will be collected on freeways over the next decade. A prioritized list of
  transit projects is needed to provide viable travel options for those potentially impacted by tolling.



# WHAT WAS OUR PROCESS?

The Transit Vision was developed over 18 months and was guided by a Technical Work Group and community stakeholders.



# WHAT DID WE LEARN FROM THE COMMUNITY?

#### We engaged with the community in several ways:

- Four virtual community Roundtable Discussions to discuss transit needs and barriers with affordable housing partners, employers, and people with disabilities and older adults.
- In-person engagement through our Community Engagement Liaisons that reached over 300 people.
- An online open house and survey that received nearly 500 responses.

Community members told us about the challenges they face taking transit in Washington County today:

- Service isn't always conveniently close enough to where people live or where they need to go.
- People feel unsafe waiting for and riding transit.
- Some bus shelters are poorly lit, unsanitary, or damaged.
- Some stops are not ADA accessible and sidewalk gaps and lack of safe crossings make it challenging to access transit.
- Transit service is lacking early in the morning and later in the evening.
- Taking transit isn't convenient it often takes longer than driving.



43% of survey respondents said that stops that are not close enough to their homes, work, or other destinations is a significant barrier to using public transportation more frequently.



Many stops are not accessible for riders with disabilities.

We need more covered stops and more stops with time displays.

Lack of pedestrian infrastructure makes it dangerous to walk to the bus stop.

# **OUR GOALS**

Five goals guide the Transit Vision.



#### **Equity**

Improve access to opportunities with more equitable and affordable options for transit.



#### **Environmental Health**

Reduce greenhouse gas emissions and improve environmental health.



# **Economic Vitality**

Better connect people and places to transit.



### **Customer Experience**

Make transit easier to use.



### **Partnerships**

Support a transit system in Washington County that will be successful long-term.







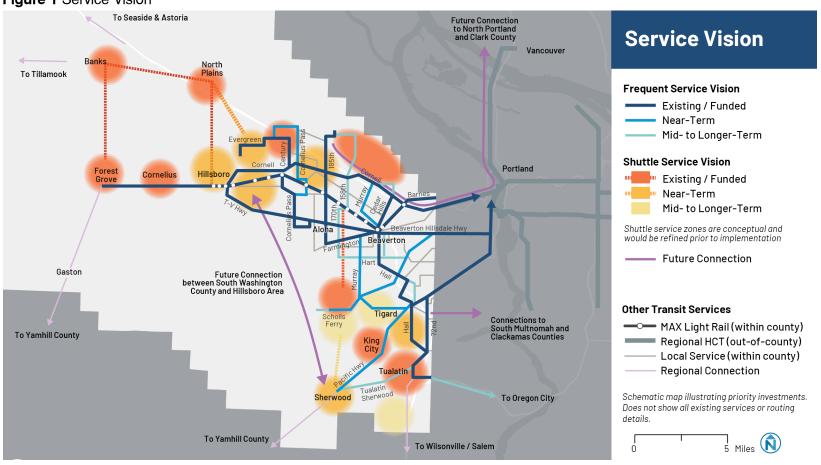


# WHAT IS THE TRANSIT VISION?

The Vision for transit is to provide frequent, reliable transit service to more people throughout the county. It also identifies areas to improve connections at key mobility hubs and identifies the need to improve sidewalk connectivity near transit.

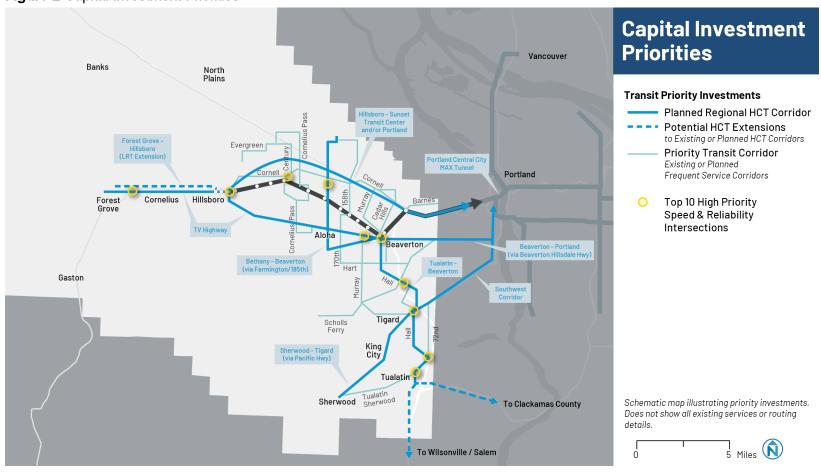
The map below illustrates where frequent transit and shuttles will be prioritized in the next 20 years.

Figure 1 Service Vision



The map below illustrates where high capacity transit and intersection improvements will be prioritized in the county to improve transit reliability. See Recommendation 4 for the type of improvements that could be implemented.

Figure 2 Capital Investment Priorities













# RECOMMENDATIONS TO ACHIEVE THE TRANSIT VISION

Our recommendations provide the guiding framework for implementation to improve transit over the next 20 years. They help focus Washington County and its jurisdictional partners and define clear roles and responsibilities to improve the transit offerings and experience in the county.



# **Prepare Priority Transit Corridors for High Capacity Transit (HCT)**

Local jurisdictions seek to plan for and implement a transit supportive environment along priority corridors that encourages current and future transit ridership while meeting regional objectives around equity and affordability.

Priority HCT corridors include the following:

- Beaverton-Forest Grove RapidBus via TV Hwy Line 57
- Tualatin-Portland Southwest Corridor LRT
- Beaverton-Bethany via Farmington/185th Line 52
- Sunset TC-Hillsboro HCT via US 26/Evergreen
- Beaverton-Tigard-Tualatin-Oregon City HCT Line 76
- Sherwood-Tigard HCT via Hwy 99W
- Beaverton-Wilsonville in vicinity of WES (with 15 minute headways all-day)

# **Advocate to Build Out the Frequent Service Grid**

Washington County and its partners seek to build out the frequent service grid over the next twenty years. See Figure 1 above for a map showing the frequent service vision.

The table below shows existing, funded, and recommended frequent service priorities.

Figure 3 Frequent Service Route Recommendations by Time Period

Existing	Near-Term	Near-Term	Mid- to Longer-
	(Funded)	(Priority)	Term
Body 12 Barbur / Sandy Blvd 20 Burnside / Stark 54 Beaverton-Hillsdale Hwy 57 TV Hwy / Forest Grove 76 Beaverton - Tualatin (76SL)	12 Barbur / Sandy Blvd with Tualatin Extension 48 Cornell* 52 Farmington / 185th 115-Intel with Jones Farm Extension*	56 Scholls Ferry / Marquam Hill 62 Murray Blvd 94 Pacific Hwy 113 Cornelius Pass	56 with extension* 67 Bethany / 158th 78 Denney / Kerr Pkwy 97 Tualatin-Sherwood Rd

Notes: \* 48: Upgrade in December 2023. 56: Future extension as far west as Tile Flat Road. 115: Initial implementation planned to be frequent during peak periods.

#### **Increasing Access to Frequent Transit**

- Today, just under **20%** of Washington County residents live within a 1/2 mile walk of frequent service, based on 2020 population data.
- Implementing frequent service on these corridors would put over **50%** of residents within a 1/2 mile walk of frequent service, based on 2040 population projections.









# **Implement Additional Shuttle Service**

Shuttles and frequent circulators are effective service models in areas where fixed-route service is less feasible and increases the reach of the transit system in Washington County. The Transit Vision builds on the successful partnerships between Washington County, TriMet, and Ride Connection to expand this model to additional service areas. See Figure 1 above for a map of the shuttle vision.

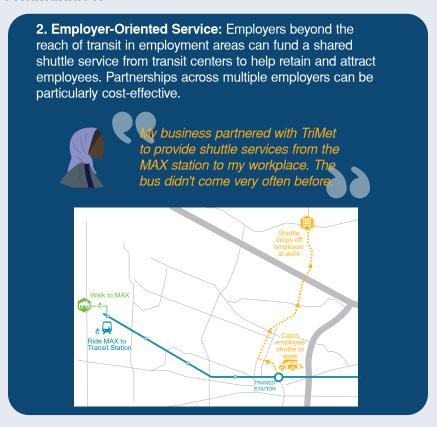
#### Different shuttle models can serve the varied needs of our communities.

1. On-Demand Ride Services in Low-Density Residential Areas: Some neighborhoods in the county lack sufficient density or demand to make it cost-effective to provide frequent service and/or local service but still have important transit needs. Ondemand or deviated-route services can provide cost-effective shared ride service in these areas. They can also help connect people to frequent rail or bus service, including outside of local transit operating hours. Using shared ride shuttles to provide these connections reduces traffic, is better for air quality, and reduces demand for spaces in park-and-ride lots.

The Ride Connection shuttle helps me travel to the MAX station so I can take the train to Hillsboro.









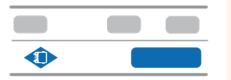
# Implement Speed and Reliability Improvements

In order for people to rely on transit for their everyday trips - getting to work and school, running errands, and picking up kids from childcare - bus travel times need to be fast and reliable. Local jurisdictions with road and signal authority play an important role in making improvements on streets that can help buses run faster and more reliably.

Small improvements along a bus route can help riders save time.

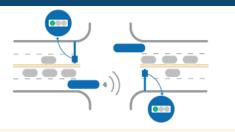
#### **Bus-Only Lanes**

Bus-Only Lanes are dedicated or exclusive lanes just for buses. With a dedicated lane, my bus doesn't get stuck in traffic.



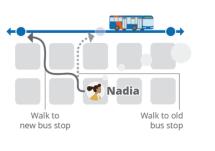
### **Transit Signal Priority**

Transit Signal Priority extends the green time at a traffic signal so that my bus can get through an intersection.



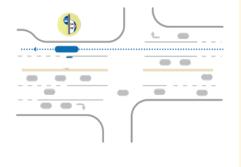
#### **Fewer stops**

Fewer stops help buses go faster and improve reliability. Even if my closest bus stop is removed and I have to walk a bit further to catch the bus, the bus saves times because it doesn't have to stop as often.



# **In-Lane Bus Stops**

In-Lane Bus Stops keep buses from having to merge back into traffic after stopping, on lowerspeed roadways (e.g., posted speed of 35 mph or lower). This saves my bus time and gets me to my destination faster.









# **Improve Amenities and Connections at Stops and Stations**

Local jurisdictions seek to leverage local development and capital projects to coordinate on transit stop improvements so all stops and stations are accessible, safe, and welcoming. The Transit Vision also recommends the concept of a mobility hub, which connects transit riders to nearby neighborhoods and land uses through safe bicycle and pedestrian amenities, as well as other sustainable modes of transportation.

Mobility hubs help riders make seamless connections across the region.





# Improve Bike and Pedestrian Access to Transit

The jurisdictions across Washington County play an important role in designing and operating the network that connects people to transit. Bicycle and pedestrian access improvements can be prioritized to help connect people to HCT and frequent service corridors as well as highneed areas to support those who depend on transit.

#### Enhance access to transit by slowing down traffic, improving crossings, and filling in missing sidewalks.

All transit trips begin and end with a pedestrian trip. Safe and comfortable sidewalks and pedestrian conditions determine if transit riders take transit at all. The pedestrian realm should include well-lit and ADA-accessible sidewalks buffered from the roadway and well-marked crossings at frequent intervals to improve the safety and experience of everyone, especially older adults and those using mobility devices. Local jurisdictions can implement the following strategies to improve safe access to transit:



Provide **well-marked intersections and enhanced mid-block crossings** to safely cross the street and reduce walking time to transit stops.



Install **pedestrian-scale lighting** near transit stops so riders can see and be seen to improve perceived and actual safety and comfort.



Install **traffic calming measures** such as curb extensions and median refuge islands to reduce crossing distances, vehicle speeds, and number of travel lanes.



Implement **wayfinding** along the transit network to help riders connect to key destinations from transit.



Implement exclusive pedestrian phases to allow pedestrians to cross the street in both directions at the same time. A leading pedestrian interval (LPI) gives pedestrians a 3-7 second head start when entering the intersection.



Ensure the built environment design follows **Designing for Disability** (also known as **universal or inclusive design**)
principles so all ages and abilities can ride transit. Principles
include wide sidewalks with curb ramps that are not impeded
by poles or other elements, mild driveway cross-slopes, tactile
treatments on curb ramps, stop platforms, and other conflict points,
information in audio, visual, and tactile formats, and information.













# **Implement Transit Supportive Programs and Policies**

Transit supportive programs and policies increase the attractiveness and awareness of transit options and help our communities leverage the investments made in our transit system.

#### The important connection between land use and transit.

Attractive and convenient transit service is not just about how often the bus arrives and where it goes; it also depends on the attractiveness of the street, the density and mix of land uses, and a connected street network and safe and convenient crossings that allow bicyclists and pedestrians to easily and safely access transit service. Local jurisdictions play a critical role in designing their streets and focusing development in areas that are or can be well-served by transit.

What can Washington County and its partners do to design transit-supportive communities?

- Concentrate and intensify residential housing, jobs, and services near frequent transit.
- Align major destinations along reasonably direct corridors served by frequent transit.
- Provide a rich mix of uses that support street-level activity throughout the day and night.
- Support transit access by providing safe and convenient crossings.
- Shorten the distance between transit stops and destinations by adding missing sidewalk connections and interconnecting streets in a grid pattern.



# **Build Partnerships to Enhance Service Coordination and Funding**

To implement the recommendations in the Transit Vision, strong partnerships with transit providers, jurisdictions, Washington County, and private partners are needed. More - or redirected funding - will also be needed to enhance service and the supportive elements that improve the transit experience.

#### Opportunities to influence state-level decision-making.

Statewide dialogue around funding to improve transit and reduce vehicle congestion presents unique opportunities for Washington County and cities to realize the Transit Vision.

#### 2025 Legislative Session

- Advocate for reallocating the way that federal and state funds for transit and transportation are spent. The current interpretation of the Oregon Constitution mandates that highway funds be spent only on the roadway, essentially eliminating funding for multimodal investments.
- Federal funding sources may be more flexible and could be allocated to fund transit improvements across the state. These dollars are regulated and allocated at the state level, which allows for advocacy to influence how these funds are spent.

#### Tolling revenue

- Advocate for an approach to tolling that helps Washington County achieve its transit goals. This means advocating for future toll revenue to support investments in better transit, walking, and biking infrastructure.

#### Innovative Mobility Program (IMP)

- Oregon Department of Transportation s Innovative Mobility Program allocates \$20M in Infrastructure, Investment and Jobs Act (IIJA) funds to improve access to public transportation, reduce the number of trips Oregonians make by car, and reduce greenhouse gas emissions particularly for historically excluded groups. Grant applications will be available until 2027. Counties, cities, and transit agencies are eligible recipients.

#### **Transportation Benefit District (Seattle, WA)**

The City of Seattle voted on a Transportation Benefit District (TBD) in 2014 to impose a 0.1% sales tax increase and an additional \$60 annual vehicle license fee, generating more than \$45 million annually for the expansion of transit service and low-income transportation equity.









# WHAT ARE THE BENEFITS OF THE TRANSIT VISION?

The Transit Vision will improve access to frequent service to/from where people live and employment centers, along with the travel time and reliability of transit service.

- Currently, nearly **20%** of the population (2020) has access to frequent service. With the Vision, this number would increase to over **50%** of future population (2040).
- Currently, nearly **30%** of jobs (2020) are within a 1/2 mile walk of frequent service. With the Vision, this number would increase to nearly **70%** of future jobs (2040).
- Currently, slightly over **40%** of major employers are within a 1/2 mile walk of frequent service. With the Vision, this number would increase to nearly **90%** of major employers.<sup>2</sup>

The Transit Vision will also improve access to frequent service for people living in equity priority areas defined by Metro and TriMet.

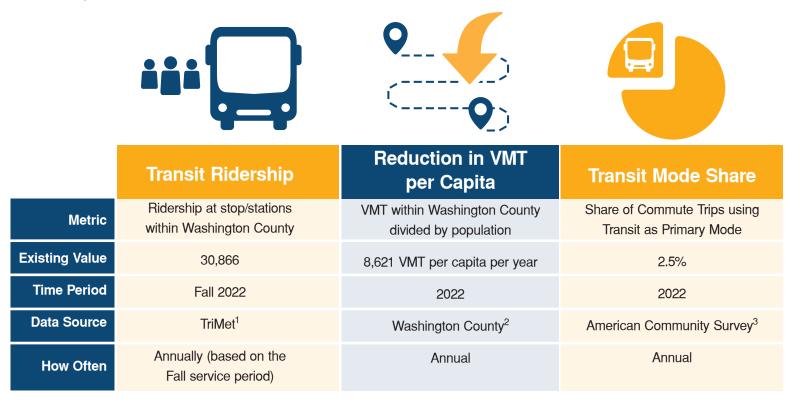
- Currently, slightly over 20% of the population (2020) within Metro Equity Focus
  Areas (EFAs) has access to frequent service. With the Vision, this number would
  increase to over 60% of future population.
- Currently, over 45% of the population (2020) within TriMet equity focus areas
   (Census block groups in the top quartile of TriMet Equity Index) has access to
   frequent service. With the Vision, this number would increase to nearly 85% of
   future population.



<sup>2</sup> Considered to be employers subject to State of Oregon Department of Environmental Quality (DEQ) Employee Commute Options (ECO) rules. Employers in the Portland area with more than 100 employees at a single work site must provide their employees with commute options to encourage them to reduce auto trips to the work site.

# **HOW WILL WE MEASURE SUCCESS?**

The goals of the plan are to increase the number of people who ride transit and reduce per capita vehicle miles traveled to address climate change. The metrics below will be tracked by the County to evaluate progress towards the Transit Vision goals.



Sources: 1. TriMet. 2. Washington County. <a href="https://www.washingtoncountyor.gov/support-services/documents/washington-county-trip-reduction-plan/">https://www.washingtoncountyor.gov/support-services/documents/washington-county-trip-reduction-plan/</a>. 3. US Census Bureau, American Community Survey 1-Year Estimates, 2022. Table B08141.











AIS-5446 8.

**Business Meeting** 

Meeting Date: 02/27/2024 Length (in minutes): 15 Minutes

**Agenda Title:** PUBLIC FACILITY PROPERTY ACQUISITION

**Authored By:** Steve Rymer

**Presented By:** City Manager Steve Rymer

**Item Type:** Motion Requested

Update, Discussion, Direct Staff

Public Hearing No Legal Ad Required?: Publication Date:

#### Information

#### **EXPLANATION OF ISSUE**

The City of Tigard has been working to address its failing public facilities for many years. The buildings for Public Works, Police Department, Permit Center, City Hall, and our Emergency Operations Center have functional limitations and are seismically unsafe, overcrowded, and too costly to maintain for taxpayers. To address this longstanding need for modern, resilient, and cost-effective public facilities, the City Council included "acquire land for safe and modern public facilities" in its Adopted 2023-25 Goals. Funds for this purchase were also then included in the City's adopted Capital Improvement Program which do not include any General Fund dollars.

After years of study, the City is pursuing a solution: Investing in a property on Wall Street that could accommodate new City of Tigard public facilities, including potentially both Public Works and the Police Department. Over the coming months, the City will conduct a detailed due diligence process to ensure this property is the best investment for Tigard prior to finalizing a purchase and sale agreement which is attached.

As our community grows, acquiring this property would allow the City of Tigard to serve the public more safely and to use taxpayer dollars more efficiently.

#### ACTION REQUESTED

- 1. Ratify the Purchase and Sale Agreement dated February 13, 2024, and approve the property acquisition of approximately 9.5 acres located at 13045 and 13225 Southwest Wall Street for \$13,950,848, contingent on satisfaction of the conditions as determined by the City Attorney and City Manager.
- 2. Approve the payment of \$1,164,268.33 to the United States Economic Development Agency as full satisfaction of repayment for the federal share of funding to improve Wall Street and for the release of the Property Management Agreement.

#### **BACKGROUND INFORMATION**

Through this recommended property acquisition, the City of Tigard is taking steps to better serve our growing community, today and in the future, with modern, resilient public facilities. For years, Tigard has faced a serious challenge: facilities are aging, seismically unsafe, overcrowded, and too costly to Tigard taxpayers to rehabilitate. This includes buildings for Public Works, Police, Permit Center, City Hall, and our Emergency Operations Center. They all have significant functional limitations and are costly to maintain.

The current Public Works building, which initially housed the Tigard Water District, is 30 years old. The existing Public Works site is approximately three acres and recent studies concluded Public Works required a minimum of eight acres to serve our growing community.

Starting in 2006, and continuing in more recent studies, there is a clearly defined need for a new Public Works Facility and Yard. The current offices are poorly ventilated and inadequately sized for the City's team, resulting in the need to house some teammates in leased space off-site. More meeting space is needed so that operations and maintenance teammates do not have to conduct meetings outside. A storage warehouse is required to protect expensive tools, equipment, and parts and materials from the weather. A new fleet maintenance facility is also needed to serve the Public Works' construction equipment and the Police Department's vehicles. Finally, a yard with adequate bulk storage is needed.

The need for a modern, resilient Police facility has been recognized by the City for many years. The Police Department currently has space in three different buildings that total 15,728 square feet. In 1992, modular structures were added behind the current facility as a temporary bridge until a new facility could be constructed. In 2013, a study was commissioned to assess the needs of the Police Department and create a framework for future design and construction decisions. In 2020, the most current needs assessment was completed. It assumed that a facility would come online in 2024 and allowed for 20-year growth, to meet the needs of a growing community. The study recommended a police facility of 49,654 square feet and total site square footage of 74,680.

The City has been looking for property to relocate essential City operations since 2019. Those efforts have been unsuccessful to date. The previous Council provided clear direction to find a property where a mutually acceptable, traditional purchase and sale agreement arrangement can be achieved.

After much deliberation and several rounds of negotiation, we have reached a deal, conditioned on City Council approval, and successfully completing our due diligence actions. Between now and April 30, 2024, our due diligence actions would include the following:

- A concept site plan, including preliminary architectural and civil engineering review, to evaluate the ability of the property to accommodate a joint Tigard Police Department-Public Works Department facility, or a facility focused on serving the Public Works Department.
- A topographic survey.
- An Environmental Site Assessment.
- A geotechnical review.

If the Council approves this recommended purchase, the City will not complete any potential transaction until the due diligence process is satisfactorily complete as determined by the City Attorney and City Manager who have both been closely involved in negotiations.

Furthermore, the City received approximately \$7M of grant funds to improve Wall Street by connecting Hunziker Road to Tech Center Drive. \$1.6M of these were from the United States Economic Development Agency (EDA) for Phase 1 design and construction. This EDA grant resulted in a covenant on the entire Wall Street property (the parcels of interest to the City as well as the northern section) because of the commitment to deliver industrial jobs here as a result of this federal investment.

Since the time of the Wall Street improvement, the City has initiated numerous activities to promote and market this site for industrial use. When the property changed owners a few years ago, the covenant was included. Neither the current landowner nor the City have been successful attracting industrial land development to this site.

The City team have worked with the EDA to determine how 9.5 acres of the Wall Street property could be used for much needed public facilities since the availability of approximately 10 acres to construct new public facilities is very limited. We agreed that the City would need to make a payment of \$1,164,268.33 to the United States Economic Development Agency as full satisfaction of repayment for the federal share of funding to improve Wall Street and for the release of the Property Management Agreement.

That said, the City will continue working with the landowner to support jobs on the northern section of the property fronting Hunziker Road that would be adjacent to the 9.5 acres the City would purchase.

#### **ALTERNATIVES & RECOMMENDATION**

The Council could choose not to purchase the property or provide additional direction.

#### ADDITIONAL RESOURCES

#### Fiscal Impact

#### **Fiscal Information:**

The adopted Capital Improvement Program (CIP) includes \$15,250,000 in Project 91029 for the purchase of land to accommodate new, resilient City facilities. The project is funded from the Water Fund (\$11,750,000), Public Works Engineering Fund (\$2,500,000), and Sanitary Sewer Fund (\$1,000,000). It is important to note that these restricted funds cannot be used to support General Fund operations and no General Fund dollars will be spent for this purchase.

#### **Attachments**

Purchase and Sale Agreement Wall Property Map

#### PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "<u>Agreement</u>") 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 "<u>Execution Date</u>"):

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 <u>Generally</u>. 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 "<u>Property</u>:" (a) the real property and all improvements thereon generally described or located at <u>13045 and 13225 SW Wall Street</u>, in <u>Tigard</u>, <u>Oregon</u>, <u>comprising approximately 9.5 acres of land</u> and legally described on <u>Exhibit A</u> (the "<u>Real Estate</u>")), 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 "<u>Escrow</u>") that Seller has established or will establish with **WFG National Title, Attn: Trevor Cheyne, Escrow Officer** (**tcheyne@wfgtitle.com**) (the "<u>Escrow Holder</u>") 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 <u>Balance of Purchase Price</u>. 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. <u>Seller's Documents</u>. Within <u>5</u> 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. <u>Title Insurance</u>. The parties acknowledge receipt of the Preliminary Title Report dated January 16, 2024 (the "Title Report") prepared by **WFG National Title** (the "<u>Title Company</u>"), 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 "<u>Permitted Exceptions</u>," 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 ("<u>Exceptions</u>"), 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 ("<u>Closing</u>"), in Escrow, on or before <u>thirty (30)</u> days after the General Conditions set forth in Section 2.1.1. have been satisfied or waived in writing by Buyer (the "<u>Closing Date</u>"). 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 "<u>Deed</u>"). At Closing, Seller shall cause the Title Company to deliver to Buyer a standard ALTA form owner's policy of title insurance (the "<u>Title Policy</u>") 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. <u>Closing Costs; Prorations</u>. Seller shall pay the premium for the Title Policy, <u>provided</u>, <u>however</u>, 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. <u>Possession</u>. Seller shall deliver exclusive possession of the Property, subject to the Permitted Exceptions, to Buyer **on the Closing Date**.
- 10. <u>Condition of Property</u>. 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. <u>Assignment</u>. 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.
- 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. ANY, UNDER ORS 195.300 (Definitions for ORS 195.300 to 195.336), 195.301 findings) AND 195.305 (Compensation for restriction of use of real property due to land 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 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. <u>Brokers.</u> 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. <u>Notices</u>. 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. <u>Miscellaneous</u>. 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. <u>Governing Law</u>. 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. <u>Addenda; Exhibits</u>. The following named addenda and exhibits are attached to this Agreement and incorporated within this Agreement:
  - Exhibit A Legal Description of Property
- 23. <u>OFAC Certification</u>. 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: Stew Rymer			
Steve Rymer, City Manager			
Date:			
Seller-DMailinStreet South LLC			
By: Jack Martin Name:			
Name:			
Title MGR Date: 2/13/2024			
Date: 2/13/2024			
Seller-10-Wall-Street Central LLC			
By: Jack Martin Name: 1940 Martin			
Name: 1936CK Matricin			
Title MGR			
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 vellow 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 properly 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 vellow 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

Subject: Complete with DocuSign: Wall Street PSA City Executed.pdf

Source Envelope:

Document Pages: 9 Signatures: 2 Envelope Originator: Certificate Pages: 4 Initials: 0 Trevor Cheyne

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

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

Signature

2/12/2024 3:01:28 PM tcheyne@wfgnationaltitle.com

**Timestamp** 

#### **Signer Events**

DocuSigned by: Jack Martin

jackmartinis@protonmail.com

Security Level: Email, Account Authentication

(None)

Jack Martin 163162F6916047D.

Signature Adoption: Pre-selected Style Using IP Address: 76.93.231.218

Sent: 2/12/2024 3:04:03 PM Viewed: 2/12/2024 5:06:52 PM Signed: 2/13/2024 9:42:27 AM

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

#### **CONSUMER DISCLOSURE**

From time to time, WFG National Title Insurance Company (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

#### Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

#### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

#### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

#### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact WFG National Title Insurance Company:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: gkuterdem@wfgnationaltitle.com

#### To advise WFG National Title Insurance Company of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at gkuterdem@wfgnationaltitle.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.. In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

#### To request paper copies from WFG National Title Insurance Company

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to gkuterdem@wfgnationaltitle.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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#### Required hardware and software

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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:		
	•Allow per session cookies	
	•Users accessing the internet behind a Proxy	
	Server must enable HTTP 1.1 settings via	
	proxy connection	

<sup>\*\*</sup> 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.

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