Tigard Business Meeting
AGENDA

TIGARD CITY COUNCIL, LOCAL CONTRACT REVIEW BOARD & TOWN CENTER DEVELOPMENT AGENCY

MEETING DATE AND TIME: MAY 27, 2025 - 6:30 p.m. Business Meeting

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 www.tigard-or.gov/Comments 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:
  May 27, 2025 Council Meeting
  (https://www.tigard-or.gov/Home/Components/Calendar/Event/9030/372).

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 contacting: City Recorder Carol Krager at 503-718-2419 (voice) / carolk@tigard-or.gov 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.

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6:30 PM

1. BUSINESS MEETING

   A. Call to Order

   B. Roll Call

   C. Pledge of Allegiance

2. PUBLIC COMMENT

   A. Public Comment – Written

   B. Public Comment – In Person

   C. Public Comment – Phone-In

   D. Public Comment – Video

3. CITY MANAGER REPORT **6:45 p.m. estimated time**

4. 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.

A. LIBRARY AUTOMATED MATERIALS HANDLING (AMH) REPLACEMENT PROJECT

B. RED ROCK CREEK STABILIZATION AND ENHANCEMENT PROJECT

- *Consent Agenda - Items Removed for Separate Discussion: 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.*

5. LEGISLATIVE PUBLIC HEARING ON AMENDING TIGARD MUNICIPAL CODE CHAPTER 15.16 REGARDING ENCROACHMENTS
6:50 p.m. estimated time

6. CONSIDER PROPERTY AT 13001 SW GALLIN COURT AS SURPLUS REAL PROPERTY
7:20 p.m. estimated time

7. TOWN CENTER DEVELOPMENT AGENCY: TIGARD TRIANGLE PROPERTY ACQUISITION
7:30 p m. estimated time

8. 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.

9. ADJOURNMENT **7:45 p.m. estimated time**

AIS-5811	**4. A.**
Business Meeting	
Meeting Date:	05/27/2025
Length (in minutes):	Consent Item
Agenda Title:	AMH Replacement Project
Authored By:	Rosie McGown
Presented By:	Stephen Hughes, Circulation Supervisor (Project Manager)
Item Type:	Motion Requested
Public Hearing Newspaper Legal Ad Required?:	No
Public Hearing Publication Date in Newspaper:	

Information

EXPLANATION OF ISSUE

The purpose of this action is to approve the award of a contract to mk Solutions, Inc. for the AMH Replacement Project.

ACTION REQUESTED

It is recommended that the Tigard City Council, also serving as the Local Contract Review Board, award a contract to mk Solutions, Inc. for AMH Replacement Project in the estimated amount of $400,000 and direct the City Manager to take the steps necessary to execute the contract.

BACKGROUND INFORMATION

Project Overview:

The AMH (Automated Materials Handling) Replacement Project is a one-to-one replacement of Tigard Public Library's aging AMH system with comparable, but improved, equipment.
Originally installed in March of 2015, the current AMH system is a critical piece of infrastructure has already exceeded its 7-year operational life expectancy that needs to be replaced before potential failure to ensure continuity of operations and safeguard the library's ability to maintain basic service standards.

The proposed replacement has improved technology that will:

- Reduce item damage and frequency of staff intervention - minimizing downtime and maintenance.
- Increase system longevity with stated system life of 15+ years.
- Have software features that make the system more accessible to a diversity of patrons.
- Improve the library work environment by generating much less noise and dust.
- Have long term servicing cost savings of more than $100K over the next ten years.

Thereby boosting overall efficiency while also improving the user experience that the public can count on for years to come.

Project Timeline:
The project is scheduled for completion in Fall 2026. Specific dates will be coordinated around other library building projects. The contract total includes up to 10 years of maintenance and system software subscription, to be renewed annually with a fixed 2.5% escalator.

Strategic Vision:
Replacing the library's Automated Materials Handling (AMH) system ensures we set the standard for excellence in public service and customer experience to the Tigard community by improving access, speed, and ease of service for all patrons. The new system helps materials accurately move faster, supports users of varying abilities, and strengthens our commitment to sustainability through lower energy use. By investing now, we safeguard seamless uninterrupted access to library resources while saving taxpayer dollars over the long term. This project reflects Tigard's Community Promise by promoting equity, supporting sustainability, stewarding public resources responsibly, and delivering excellent service standards that exceeds expectations.

Procurement Process:
The City issued a Request for Proposals (RFP) for the project on January 3, 2025, with notice published in the Daily Journal of Commerce. Upon closing on February 6, 2025, the City received six (6) proposals from the following firms, with a proposal score out of a possible 500 points:

- Adilam, Inc - 377
- Bibliotheca, LLC – 357
- FE Technologies – 386
- Lyngsoe Systems – 412
- mk Solutions, Inc. – 435
- Tech Logic Corporation - 342

A selection committee of 5 teammates from the Library, Engineering, and a representative from WCCLS scored the proposals based on the following criteria, as outlined in the RFP:

- System Equipment and Software (40%)
- Warranty and Maintenance (15%)
- Customer Support, Training, and Documentation (25%)
- Removal, Delivery, and Installation (10%)
- Cost Proposal (10%)

Upon review, the selection committee found Lyngsoe Systems and mk Solutions to be the top-ranking firms and invited the firms to provide presentations on March 4, 2025. During this process, the selection committee evaluated the proposers' presentations and responses to the City's questions. The interview scores out of 125 points are as follows:

- Lyngsoe Systems - 99
- mk Solutions - 106

In addition to the proposal review and interviews, library staff conducted reference checks and site visits to view the proposed equipment of the top two scoring firms. Upon completion of the evaluation process, mk Solutions,Inc. received the highest score with strengths across most criteria, but particularly in the system equipment and software and customer support, training, and documentation evaluation criteria. Accordingly, mk Solutions, Inc. received the evaluation committee's recommendation for contract award.

As such, and in accordance with ORS 279 and Tigard Public Contracting Rules 30.075 and 30.100, the City issued a Notice of Intent to Award and entered into negotiations with mk Solutions, Inc. The City and mk Solutions, Inc. were able to reach an agreed upon final scope and price. The final negotiated contract total is approximately $400,000. This price reflects $270,715 for the equipment, installation, and removal, as well as one year of software and two years of maintenance services. The full contract

amount represents 10-years of maintenance and service for the equipment and associated software and data hosting costs with a fixed 2.5% annual escalator.

ALTERNATIVES & RECOMMENDATION

The Local Contract Review Board may reject this contract award recommendation.

ADDITIONAL RESOURCES

RFP 2025-07 AMH Replacement Project:
https://www.tigard-or.gov/Home/Components/RFP/RFP/171/199#!/

Fiscal Impact

Cost: $400,000

Budgeted (yes or no): Yes

Where budgeted?: IT ISF and Library Circulation Division

Additional Fiscal Notes:

The full cost of the AMH replacement and two years maintenance and equipment service, under warranty, and year one of software and data hosting, are funded by the IT Internal Service Fund and were approved in the FY 2025 budget. These funds will be requested to be carried forward into FY 2026 when payment is expected. Annual maintenance and equipment service and software costs will be included in the Library Circulation budget request for FY 2027 and beyond, the annual costs are less than the existing AMH service costs.
Anticipated 10-year costs:
FY 2026: $270,715
FY 2027: $3,587.50 (year two software and data hosting)
FY 2028 through FY 2035: $14,177.19 with a 2.5% annual increase per year (ongoing annual maintenance, software, and data hosting)
Total: approximately $400,000 over 10 years

Attachments

No file(s) attached.

AIS-5843 **4. B.**

Business Meeting

Meeting Date:	05/27/2025
Length (in minutes):	Consent Item
Agenda Title:	Red Rock Creek Stabilization and Enhancement Project
Authored By:	Rosie McGown
Presented By:	Andy Newbury, Principal Engineer

Item Type:

Public Hearing
Newspaper Legal Ad Required?:

Public Hearing Publication
Date in Newspaper:

Information

EXPLANATION OF ISSUE

The purpose of this action is to approve the award of a contract to Pacific Excavation, Inc. for Red Rock Creek Stabilization and Enhancement Project.

ACTION REQUESTED

It is recommended that the Tigard City Council, also serving as the Local Contract Review Board, award a contract to Pacific Excavation, Inc. for Red Rock Creek Stabilization and Enhancement Project in the amount of $5,766,00.00 and direct the City Manager to take the steps necessary to execute the contract.

BACKGROUND INFORMATION

Project Overview:

The Red Rock Creek Stabilization project will provide stream enhancements and long-term stabilization to Red Rock Creek from just downstream of SW Dartmouth St. upstream to SW 72nd Ave. in the Tigard Triangle. This project is identified as a high priority in the City's 2018 Stormwater System Plan as this section of stream has experienced severe erosion due to runoff from developed areas. This erosion has resulted in stream incision up to 25 feet deep and has caused multiple line breaks to an existing sanitary sewer line that has been exposed. This erosion has also led to excess sediment being deposited near the SW Dartmouth St. crossing leading to localized flooding and lane closures of SW Dartmouth St. during winter months. Future development in the Tigard Triangle will also add stormwater runoff and contribute to the degradation of the creek.

To address the erosion, stream enhancement and stabilization measures will be constructed within the project area. These measures will include: large wood structures, woody debris, check dams, imported river rock, and other structural and light grade control measures. There will also be sections of the existing sanitary sewer line relocated to outside of the stream channel to provide further protection from line breaks. To address the localized flooding at SW Dartmouth St., sediment removal and wetland enhancement and enlargement will be implemented near SW Dartmouth St. to improve wetland and stream function.

Project Timeline:

- Solicit contract award from the Contract Review Board on May 27, 2025.
- Pre-Construction Meeting – Week of June 30, 2025
- Begin Construction – July 7, 2025
- Final Completion – October 31, 2026

Strategic Vision:
This project relates to Objective 3.2, Action F of the Strategic Plan by protecting and restoring the ecological function of Red Rock Creek.

Procurement Process:
The City issued an Invitation to Bid (ITB) for the project on April 9, 2025, with notice published in the Daily Journal of Commerce. The Engineer's estimate for the project was $5,875,000. Upon closing on May 1, 2025, the City received four (4) bids from the following firms, with amount of bid:

- Kerr Contractors Oregon, LLC - $5,873,295.00
- Lee Contractors LLC - $5,955,650.00 (corrected from $5,766,650.00 per PCR 30.085(C))
- Pacific Excavation, Inc. - $5,766,000.00
- Emery & Sons Construction Group, LLC - $6,266,449.25

The project team, including central contracting, has completed responsibility determination reviews including reference checks on similar projects completed by lowest bidder in accordance with ORS 279C.375, reviewed the bids for errors, and, after these reviews, determined that Pacific Excavation, Inc. has submitted the lowest responsible bid. Pacific Excavation, Inc. has no State of Oregon Construction Board violations and is not on the Bureau of Labor and Industries ineligible list. Accordingly, it is recommended that the city award the Red Rock Creek Stabilization and Enhancement Project contract to Pacific Excavation, Inc. in the amount of $5,766,000.00.

ALTERNATIVES & RECOMMENDATION

The Tigard City Council, also serving as the Local Contract Review Board, may reject this contract award recommendation and direct staff to rescope and resolicit for the work.

ADDITIONAL RESOURCES

City of Tigard ITB Site

"FY 2026 Proposed Capital Improvement Plan - Stormwater Projects (project 94049 on page 3"
https://tigard-or.openbook.questica.com/#/budget-book/Proposed26/8e953e73-9a67-4721-8871-93caa5554367

Fiscal Impact

Cost:	$5,766,000
Budgeted (yes or no):	Yes
Where budgeted?:	CIP 94049 - Construction

Additional Fiscal Notes:

Contract amount is within the proposed FY26 CIP Construction budget.

Estimated construction costs between fiscal years:
FY 26 - $3,230,000
FY 27 - $2,536,000

Attachments

No file(s) attached.

AIS-5821 **5.**

Business Meeting

Meeting Date: 05/27/2025

Length (in minutes): 30 Minutes

Agenda Title: Legislative Public Hearing on Amending Tigard Municipal Code Chapter 15.16 Regarding Encroachments

Authored By: Lee Brennan

Presented By: Assistant City Engineer Brennan

Item Type: Motion Requested
Ordinance
Public Hearing - Legislative

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

Amendment to Tigard Municipal Code (TMC) Chapter 15.16 regarding encroachments into rights-of-way and other public spaces.

ACTION REQUESTED

Staff recommends adoption of the ordinance.

BACKGROUND INFORMATION

City staff have been working to address the presence of construction materials, construction equipment trailers, sanitation facilities, job shacks, video surveillance trailers, and other "encroachments" into the right-of-way (R-O-W) or within other public City-owned spaces. Residents have also requested the ability to be able to place dumpsters, shipping containers (such as "PODS"), and landscaping materials within the rights-of-way on a temporary basis when there is inadequate space available to be able to place these items on private property. To address these issues, staff are proposing changes to Chapter 15.16 Encroachment Permits that reflect the following:

- Proposes the issuance of encroachment permits for temporary encroachment (typically less than 7 days) into the public R-O-W or other public spaces for the placement of containers ("PODS", shipping containers, dumpsters, etc.), construction equipment (large forklifts, scissor lifts, trailers, etc.), or construction materials (landscape bark, decorative rock, siding, etc.).
- Provides definitions of containers, construction materials, and equipment as they apply to encroachment permits.
- Provides clarification regarding encroachment item placement.
- Provides new language for placement of encroaching containers, construction materials, or equipment.
- Clarifies that long-term/permanent encroachment permits will need to be recorded against the property title in the real property records for Washington County.

ALTERNATIVES & RECOMMENDATION

The Council could choose to not amend TMC 15.16 and retain the existing code language regarding encroachments into the public R-O-W or make additional amendments.

ADDITIONAL RESOURCES

N/A

Attachments

Ordinance

Exhibit A

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
ORDINANCE NO. 25-

AN ORDINANCE AMENDING TIGARD MUNICIPAL CODE CHAPTER 15.16 REGARDING TEMPORARY ENCROACHMENTS AND CONSTRUCTION MATERIALS IN THE RIGHT-OF-WAY

WHEREAS, Chapter 15.16 of the Tigard Municipal Code (TMC) currently regulates encroachments into rights-of-way and public property; and

WHEREAS, the current code does not clearly regulate items such as construction materials, equipment trailers, or portable sanitation facilities, which should be included in the code given their potential impact on the use and safety of the right-of-way; and

WHEREAS, the current code also does not provide a means for residents to place dumpsters, shipping containers such as PODS, or landscaping materials in the right-of-way on a temporary basis when there is inadequate space to locate them on private property; and

WHEREAS, the proposed code amendments protect the City's transportation facilities and utility services, while at the same time are more responsive to the use of the rights-of-way and all its users.

NOW, THEREFORE, THE CITY OF TIGARD ORDAINS AS FOLLOWS:

SECTION 1: Tigard City Council amends Chapter 15.16 of the Tigard Municipal Code as shown on the attached Exhibit A (additional language is underlined and deleted text is shown in ~~strikethrough~~).

SECTION 2: This ordinance shall be effective 30 days after its passage by the council, signature by the mayor, and posting by the city recorder.

PASSED: By _____ vote of all council members present after being read by number and title only, this _____ day of _____, 2025.

_____
Carol A. Krager, City Recorder

APPROVED: By Tigard City Council this _____ day of _____, 2025.

_____
Heidi Lueb, Mayor

Approved as to form:

_____
City Attorney

_____
Date

Exhibit A

CHAPTER 15.16
ENCROACHMENT PERMITS

§ 15.16.010. Encroachments Within Rights-of-Way and Public Property.

A. Encroachment Permits Required. It is unlawful for any person to erect, or cause to be erected, any encroachment in, over, or upon any right-of-way or public property without having first obtained an encroachment permit from the city engineer authorizing such action.

B. Application and Fee Required.

1. Any person proposing to locate or maintain an encroachment within any right-of-way or public property must submit an application to the city engineer. The application will include a description of the proposed encroachment, a scale drawing illustrating the nature and extent of the proposed encroachment, and its relationship to adjoining properties. If the applicant is not the owner of the property benefitted by the encroachment, the owner of that property must also sign the application as a co-applicant. The city engineer may require a survey to determine the exact location of the proposed encroachment.

2. The applicant must pay a fee in the amount established by resolution of the city council.

C. Review of Application. The city engineer will review the application to determine if it complies with standards in this chapter and may request comments from affected city departments and utilities regarding the impact of the proposed encroachment.

§ 15.16.015. Definitions.

"City engineer" means the city engineer for the City of Tigard or his or her designee.

"City hearings officer" means the municipal judge or the individual appointed by the municipal judge with the delegated authority to preside over code enforcement hearings and to perform the related functions.

“Container” means any privately owned, rented, or leased shipping container, dumpster, drop box, or similar type storage container used for temporary storage and for future off-site transport.

“Construction material” means any privately owned dirt, rock, mulch, bark, landscaping and irrigation materials, rebar, lumber, siding, roofing, and other building materials.

"Encroachment" means any privately owned structure, furnishing, hardscape, container, construction materials, equipment, or underground system other than those authorized by Tigard Municipal Code (TMC) Chapter 15.06, located in the right-of-way or on public property.

“Equipment” means any privately owned, rented, or leased trailer mounted video surveillance equipment; portable sanitary facilities; material and equipment storage and transport trailers; and construction equipment.

"Furnishing" means an object that is designed to be readily moveable and that is not permanently affixed to the ground, such as a café table or tent.

"Public property" means any premises owned or maintained by the city.

"Right-of-way" means an area that allows for the passage of people, goods, or utilities. Right-of-way may include freeways, pedestrian connections, and streets. A right-of-way may be dedicated or deeded to the public for the public use or owned by the city or other public body.

§ 15.16.020. Exemptions.

A. Certain encroachments are exempt from the permit requirement of Section 15.16.010. Exempt encroachments are those which would have a minor impact on the present or planned use of the right-of-way or public property and those which are expressly permitted by this code. Exempt encroachments are:

1. Mailboxes;
2. Temporary signs or A-frame signs allowed by the Sign Code;
3. Transportation improvements required by Tigard Community Development Code (TCDC) Chapter 18.910 and authorized by a right-of-way permit issued pursuant to Tigard Municipal Code Chapter 15.04; or
4. Any encroachments authorized by a license or franchise granted pursuant to Tigard Municipal Code Chapter 15.06.

B. Encroachments existing before November 1, 2018 may remain in place without requiring an encroachment permit, provided they are not:

1. A public safety hazard;
2. Modified in any way, including repaired, relocated, or reconstructed, but not including routine maintenance; and
3. Located on or near a benefitting property that is the subject of a land use application or building permit.

§ 15.16.030. Permit Issuance.

The city engineer may approve, modify and approve, or deny the application for an encroachment permit based on the standards in Section 15.16.050.

§ 15.16.040. Appeals.

A. An applicant or affected property owner or occupant may appeal the decision of the city engineer to the city hearings officer.

B. An appeal must be filed with the city engineer within 15 days of the date of the decision. The appeal must include the basis for the appeal and be accompanied by a fee in an amount established by resolution of the city council.

C. The city hearings officer will provide the appellant and any other affected party a reasonable opportunity to be heard on the question of why the decision of the city engineer should be reversed or modified. The decision of the city hearings officer is a

final decision.

§ 15.16.050. Standards and Conditions.

The city engineer may approve the issuance of a permit for encroachment within the right-of-way or public property where compliance with the following standards is demonstrated or found to be not applicable. The city engineer may attach any conditions to the issuance of the permit that are reasonably related to ensuring compliance with this section, other applicable city codes and ordinances, and protection of the public interest.

A. Standards for Approval.

1. The proposed encroachment is expressly authorized by the Tigard Community Development Code or is otherwise in the public interest and consistent with the City's Public Improvement Design Standards.

2. The proposed encroachment does not interfere with the existing or future transportation system or the provision of public utilities.

3. The proposed encroachment does not impede vision clearance or sight distance, pursuant to Tigard Community Development Code Chapters 18.920 and 18.930 or the current AASHTO publication, "A Geometric Design of Highways and Streets," whichever is more restrictive. Pursuant to TCDC 18.930, an encroachment may not be placed within vision clearance areas associated with street intersections or driveways of adjoining properties

4. The proposed encroachment does not prevent access to, cover, or block the flow of surface water to or into catch basins, ditches, or swales; does not alter or obstruct surface drainage; and does not otherwise alter the natural drainage patterns in a manner that adversely affects other property.

5. The proposed encroachment maintains minimum applicable vertical clearance for encroachments within the right-of-way, as provided in the Tigard Community Development Code or Manual on Uniform Traffic Control Devices.

6. The proposed encroachment may not block or impede pedestrian access routes, curb ramps, or crosswalks.

7. The proposed encroachment may not block traffic control or parking control devices, such as traffic signals, stop signs, or no parking signs.

8. The proposed encroachment may not be placed in an area with parking restrictions, such as loading zone, no parking, or accessible parking spaces.

9. The proposed encroachment may not be placed within a bike lane, cycle track, travel lane, or multi-use path.

10. The proposed encroachment must provide for a minimum vehicle travel lanes(s) width in the street (excluding parking and bicycle lanes) that is at least the lane width

requirement of TCDC 18.910, or 16.0 feet in residential areas and 20.0 feet in commercial or industrial use areas, whichever is greatest in width.

11. The proposed encroachment may not be placed over infrastructure access points (vaults, manholes, drainage structure, valve boxes, etc.) or which would impede the city or other utility owner from accessing the infrastructure.

12. The proposed encroachment must meet minimum horizontal clearance from public facilities, such as manholes and fire hydrants, as set by the relevant service provider

13. The proposed encroachment and surrounding area may not present a health or safety hazard to the public and must be kept in a clean and orderly condition.

14. The applicant must demonstrate that it is not feasible to place the proposed encroachment outside of the public right-of-way or other public property.

B. Standards of Approval for Furnishings. In addition to the standards provided in Section 15.16.050.A, approval of furnishings as encroachments must meet the following additional standards:

1. Furnishings may not be chained, bolted, or otherwise attached to any fixture, tree, or item located in the right-of-way, nor attached to the surface of any right-of-way.

2. Furnishings must identify the name and address of the owner on the exterior of the object, as well as an emergency contact number.

3. Furnishings must maintain a weatherproof or weather resistant quality.

4. Furnishings must be designed to be stable and self-supporting under a wind load of at least ~~20~~ 30 pounds per square foot without attachment to the pavement or other infrastructure or permanent object.

C. Standards of Approval for Containers

1. Container must be placed between 6 to 12 inches from the curb and must not encroach into any portion of a vehicle or bicycle travel lane.

2. Container must have reflective conspicuity taping or reflectors present and visible on all sides and corners of the containers. Traffic warning cones must be placed at the edges closest to the travel lane and at each end of the container.

D. Standards of Approval for Construction Materials or Equipment

1. Construction materials or equipment must be placed between 6 to 12 inches from the curb and may not encroach into any portion of a vehicle or bicycle travel lane.

2. Equipment must have reflective taping or reflectors present and visible in accordance with DOT for the mobile equipment or trailers.

3. The city engineer may require approval of an erosion control and pollution prevention plan prior to encroachment permit issuance. Construction materials or equipment may not be placed within the right-of-way or public area unless required erosion control and

pollution prevention best management practice measures are in place to protect the downgradient storm/surface water collection and conveyance system.

E. Conditions

1. As a condition of permit issuance, when the city determines that the proposed encroachment may subject the city to potential liability, the city may require the applicant to obtain general liability insurance and file a certificate of insurance with the city from an insurance company acceptable to the city. The policy will name the city, its officers, agents, and employees as additional insureds. The amount of the insurance policy will be determined by the city, but in no case will it be less than the limits of public body liability under the Oregon Tort Claims Act. The policy must also contain a provision that the city will be notified at least 10 days prior to any cancellation of such insurance. The permittee must maintain the insurance for the term of the permit issued. Failure to maintain the insurance results in automatic revocation of the permit.

2. The city engineer may place a limit on the time the proposed encroachment may be located in or on the right-of-way or public property.

3. To ensure that right-of-way or public property encroachments do not contribute to visual blight or create a safety hazard, the permittee must ensure the encroachment is maintained and kept in a safe condition. This includes, but is not limited to, maintaining a condition which is reasonably free of dirt, debris, refuse, rust, oil, and grease, as well as chipped, faded, peeling, or cracked paint. All structural or moving parts must be in working order and pose no safety hazard to the public. Any glass or plastic (such as display windows) must be unbroken and reasonably free of cracks, dents, blemishes, and discoloration. Furnishings must be removed or adequately secured during periods of inclement weather or high winds.

4. The city may impose a charge for the use of the public right-of-way or public property.

5. The city may require the removal of the encroachment at any time, including when the property benefitted by the encroachment develops.

6. For containers and construction materials or equipment, the permittee must display a copy of the issued encroachment permit in a weather resistant clear pouch at a height of 4 feet above ground surface on the street side of the encroachment. The permittee's contact information must be clearly visible.

7. The permittee is solely responsible for the placement, storage, and use of the encroachment and for all damage caused by or resulting from the encroachment. The permittee will repair or replace any damaged surfaces, infrastructure, utility, or landscaping as directed by the city engineer, affected utility owner, or private property owner, as applicable.

§ 15.16.060. Recording of Permits.

The city may require the permittee to record an approved encroachment permit against the title of the benefitting property in the real property records for Washington County. The permittee will pay the costs of recording.

§ 15.16.070. Revocation of Permits.

A. All right-of-way or public property encroachment permits are revocable by the city at any time such revocation would be in the public interest. No grant of any permit, expenditure of money in reliance thereon, or lapse of time gives the permittee any right to the continued existence of an encroachment or to any damages or claims against the city arising from a revocation.

B. Any permit issued under this chapter will be automatically revoked if the permittee fails to comply with any conditions of the permit or fails to begin installation of the allowed encroachment within 60 days after issuance of the permit, unless the applicant requests an extension prior to the expiration of the 60-day period.

§ 15.16.080. Removal of Encroachment.

A. Upon revocation of a permit pursuant to Section 15.16.070, the permittee or any successor permittee, will, at the permittee's own cost, remove the encroachment within 30 days after written notice has been provided by the city. ~~unless a shorter period is specified in the~~ If the city engineer determines the encroachment presents a risk to public health or safety, the notice of revocation may require a shorter period, including immediate removal. The permittee must ensure that the right-of-way or public property is restored to pre-encroachment ~~a good and safe~~ or better condition.

B. If the permittee does not remove the encroachment and return the right-of-way or public property within the time period specified to a condition satisfactory to the city engineer, the city may do so and the costs of returning the right-of-way or public property to a satisfactory condition, including the removal of structures, the encroachment, and the restoration and reconstruction of streets, ~~or~~ sidewalks, utilities, or other infrastructure may be imposed as a lien upon the property.

§ 15.16.090. Liability.

The permittee, and owner of the benefitted property if different than the permittee, are responsible and liable for all accidents, ~~environmental clean-up,~~ damages, or injuries to any person or property resulting from the construction, maintenance, repair, operation or use of an encroachment and are responsible for all costs of clean-up and remediation. The permittee will indemnify, defend, and hold harmless the city, its elected officials, and all officers, employees or agents against any and all damages, claims, demands, actions, causes of action, costs and expenses of whatsoever nature which they or any of them may sustain by reasons of the acts, conduct or operation of the permittee, the permittee's agents, or employees in connection with the construction, maintenance, repair, operation or use of said encroachment and by reason of the existence of an approved right-of-way or public property encroachment.

§ 15.16.100. Enforcement.

~~A. Installation or maintenance of an encroachment in violation of Section 15.16.010, or failure to obtain an encroachment permit as required by Section 15.16.010, or to comply with the terms and conditions of an encroachment permit issued thereunder is hereby declared a civil infraction subject to enforcement pursuant to Chapter 1.16.~~

~~B. Installation or maintenance of an encroachment in violation of Section 15.16.010, or an encroachment permit issued pursuant to Section 15.16.010 is hereby declared to be a public nuisance pursuant to Title 6 of the Tigard Municipal Code, which may be abated pursuant to Chapter 1.16.~~

Failure to obtain an encroachment permit as required by Section 15.16.010, or to comply with the terms and conditions of an issued encroachment permit or this Chapter, constitutes a civil infraction and a public nuisance subject to Chapter 1.16 and abatement pursuant to Title 6 of the TMC.

AIS-5838 **6.**

Business Meeting

Meeting Date: 05/27/2025

Length (in minutes): 10 Minutes

Agenda Title: Consider property at 13001 SW Gallin Court as Surplus Real Property

Authored By: Joe Wisniewski

Presented By: Joe Wisniewski, City Engineer

Item Type: Motion Requested
Resolution

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

The City purchased a property at 13001 SW Gallin Court on January 23, 2013. The purchase was a result of a settlement with the former owner to complete a capital improvement project along Kruger Creek, which provided bank stabilization and was needed to protect sanitary sewer infrastructure owned by the City. The Capital Improvement Project number 94046 was completed in Fiscal Year 2025 and the City has no further need for the property and residential structure.

ACTION REQUESTED

Staff recommends Council approve the resolution.

BACKGROUND INFORMATION

Dates of Previous and Potential Future Considerations

December 11, 2012 - Council passed Resolution No. 12-51 to approve the purchase of the subject property.

Impacts (Community, Budget, Policies and Plans/Strategic Connection)

The sale of the property will have a positive impact on the city budget. The city currently has annual expenses to maintain and insure the property. The future sale of the property would result in revenue from the sale and would be deposited into the City Stormwater and Sanitary Sewer Funds.

ALTERNATIVES & RECOMMENDATION

Council could choose not to approve the resolution and provide staff with direction on some other course of action for the property.

ADDITIONAL RESOURCES

N/A

Attachments

Resolution

Location Map

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 25-

A RESOLUTION DECLARING THE PROPERTY LOCATED AT 13001 SW GALLIN COURT SURPLUS REAL PROPERTY

WHEREAS, the City of Tigard purchased real property at 13001 SW Gallin Court (Taxlot ID 2S104DA03500) for $515,000 on January 23, 2013 via Warranty Deed (Document #2013-007174) using City stormwater and sanitary sewer funds; and

WHEREAS, the City purchased the property as a result of a settlement with the former owners to complete a capital improvement project to stabilize the creek bank and prevent further erosion; and

WHEREAS, the City completed stream enhancement and stabilization work as part of Capital Improvement Project number 94046 in 2025; and

WHEREAS, with the capital improvement project complete and the City having no public need for a residential structure, the City finds it is in the public interest to sell the property and reimburse the City's stormwater and sanitary sewer fund for the original purchase.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The City Council finds that the City does not need the property described herein and it is in the public interest to declare the property as surplus real property.

SECTION 2: The City Manager is directed to take all appropriate actions to sell the property.

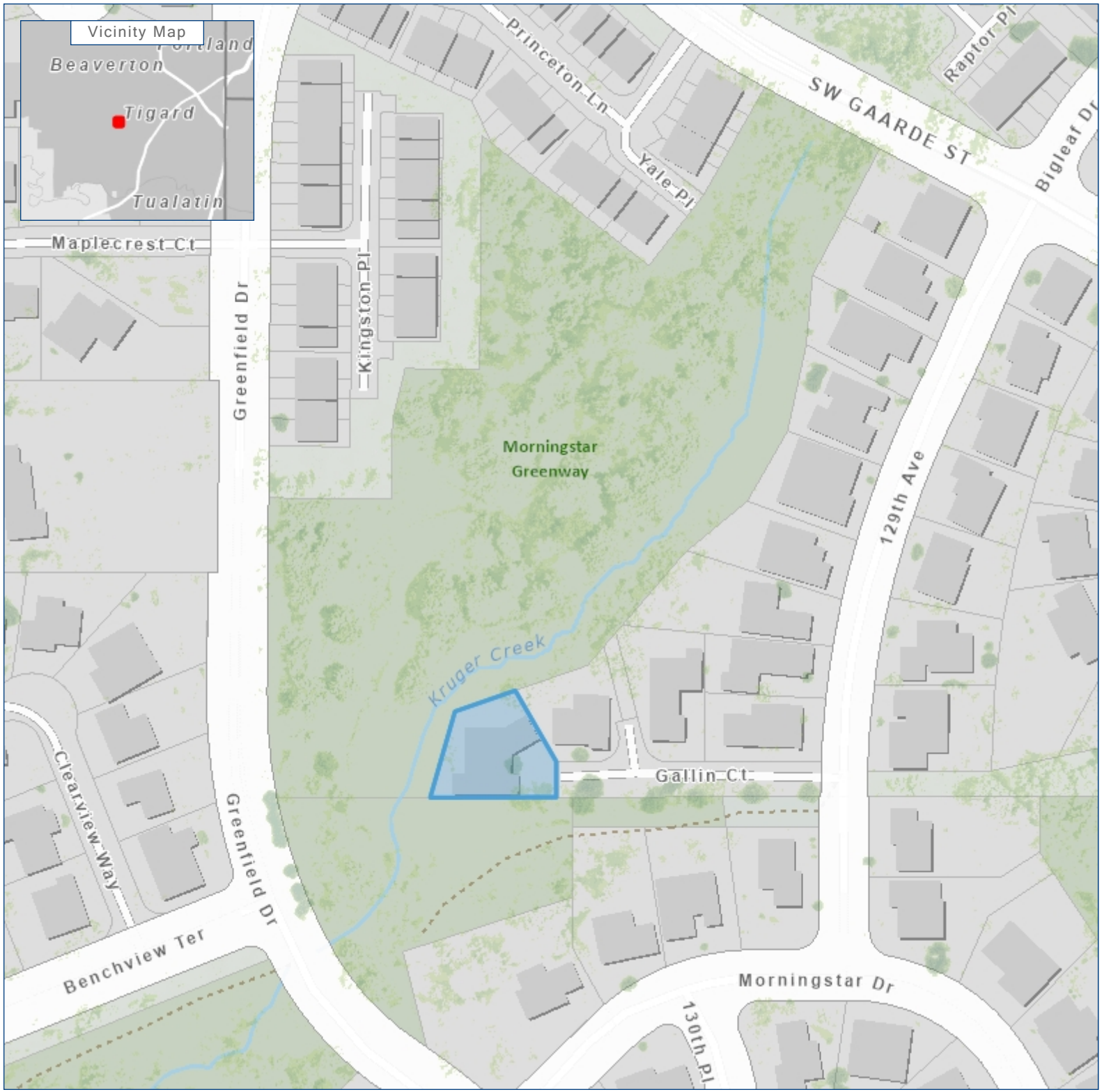
SECTION 3: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2025.

_____
Mayor - City of Tigard

ATTEST:

_____
City Recorder - City of Tigard



13001 SW Gallin Court

City of Tigard, Oregon

strmfill-72224-Scale

Data is derived from multiple sources. The City of Tigard makes no warranty, representation, or guarantee as to the content, accuracy, timeliness or completeness of any of the data provided herein. The City of Tigard shall assume no liability for any errors, omissions, or inaccuracies in the information provided regardless of how caused.

Scale: 0.04 Miles

Map Created:
04/29/2025

City of Tigard
13125 SW Hall Blvd
Tigard, OR 97223
(503) 639-4171
www.tigard-or.gov

AIS-5855 **7.**

Business Meeting

Meeting Date: 05/27/2025

Length (in minutes): 15 Minutes

Agenda Title: Town Center Development Agency: Tigard Triangle Property Acquisition

Authored By: Sean Farrelly

Presented By: Redevelopment Manager Farrelly

Item Type: Motion Requested
Town Center Development Agency

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

Parks are a critical component in creating complete communities. In the past five years, residential development has surged in the Tigard Triangle TIF District. This area currently does not have any parks. Public Spaces are one of the major projects in the Tigard Triangle TIF District Plan and the adopted Tigard Triangle Equitable Implementation Strategy identified securing park land as a top priority.

After searching for several years, the Town Center Development Agency has identified a 10.39-acre site, the former Tigard Cinemas property, that would provide suitable area for a new park along with an opportunity for a public private partnership to construct new housing, infrastructure, or facilities. It also includes land for a stormwater improvement project along Red Rock Creek, which will begin this summer.

ACTION REQUESTED

Ratify the Purchase and Sale Agreement provided by the project team (Exhibit 1), and approve the property acquisition of approximately 10.39 acres located at 11626 SW Pacific Hwy for $12,000,000 contingent on satisfaction of the conditions as determined by the City Attorney and TCDA Executive Director.

BACKGROUND INFORMATION

In the past 5 years, there has been significant residential growth in the Triangle, with 802 apartments completed or under construction (about 30% regulated affordable), and an additional 1020 units that are in various stages of planning.

Acquisition of park land has been a high priority of the Town Center Advisory Commission and of the adopted Tigard Triangle Equitable Implementation Strategy. As the Tigard Triangle continues to grow, acquiring this property will provide an important recreational amenity as well as help attract new investment to the district. The acquisition is consistent with Goal 3 of the Council's 2025–26 Goals: "Cultivate Tigard as a great place to live, work, and play."

The Tigard Cinemas site has many advantages over other potential sites in that it's large (10.39 acres),

mostly flat, and under single ownership. A neighborhood park in this location would complement the planned Red Rock Creek enhancements, with construction on a segment of a new stormwater facility expected to begin this summer.

The property is also large enough that a parcel could be partitioned off for a private development to attract a developer to participate in a public-private partnership.

Much discussion with the property owners and direction from the Board has resulted in a proposed Purchase and Sale Agreement. This is conditioned on TCDA Board approval, and successfully completing our due diligence actions, including an updated Phase 1 Environmental Site Assessment and geotechnical review.

If the Directors approve 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 TCDA Executive Director. Attachments to the Purchase and Sale Agreement are available upon request.

ALTERNATIVES & RECOMMENDATION

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

ADDITIONAL RESOURCES

N/A

Fiscal Impact

Cost:	$12,000,000
Budgeted (yes or no):	Partially
Where Budgeted (department/program):	TCDA, CIP

Additional Fiscal Notes:

The acquisition will be funded with a mix of funds budgeted in FY 25 and a new borrowing which will be repaid by TIF. The $12M in funding includes $3.8M from CIP Project 97028 Triangle Park Acquisition and $1.4M from CIP project 94049- Red Rock Creek Stabilization and Enhancement. $1.8M will be redirected from TCDA Budgeted Projects Fund (Infrastructure Opportunity Fund and Development Assistance). The remaining $5M source will be a loan to be repaid by Tax Increment funds raised in the TIF district.

Attachments

Purchase and Sale Agreement

Presentation

AGREEMENT OF PURCHASE AND SALE

AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (this "**Agreement**") is made and entered into as of the Effective Date (defined in Section 1 below), by and between PACIFIC REALTY ASSOCIATES, L.P., a Delaware limited partnership ("**Seller**"), and the TIGARD TOWN CENTER DEVELOPMENT AGENCY**,** an ORS Chapter 457 urban renewal agency (the "**Buyer**").

1. Effective Date.

Notwithstanding any provisions to the contrary contained herein, the provisions of this Agreement shall be effective on that date as of which both Seller and Buyer have executed this Agreement as shown next to their respective signatures below (the "**Effective Date**").

2. Agreement of Purchase and Sale; Designation of Escrow Holder.

2.1. Purchase and Sale. Subject to and on the terms and conditions herein set forth, Seller hereby agrees to sell, assign and convey to Buyer, and Buyer hereby agrees to purchase and acquire from Seller that certain real property situated in the City of Tigard, County of Washington, State of Oregon, more particularly described on Exhibit A attached hereto, including all appurtenances thereto and improvements thereon (the "**Property**").

2.2. Title and Escrow. The purchase and sale of the Property shall be accomplished through an escrow (the "**Escrow**") which Seller has established or will establish with First American Title Insurance Company (the "**Title Company**" and the "**Escrow Holder**"), Attention: Rene Moody, 200 SW Market Street, Suite 250, Portland, Oregon 97201; phone: (503) 795-7611; email: rmoody@firstam.com.

3. Consideration; Method of Payment.

The purchase price which Buyer shall pay to Seller for the Property shall be Twelve Million Dollars ($12,000,000.00) (the "**Purchase Price**"). Buyer shall pay the Purchase Price to Seller through Escrow at Closing (as defined below) as follows:

3.1. Earnest Money Deposit. Within two (2) business days after the Effective Date of this Agreement, Buyer shall deposit with Escrow Holder by certified or cashier's check or by wire transfer the amount of One Million Five Hundred Thousand Dollars ($1,500,000.00) (the "**Earnest Money Deposit**"). Escrow Holder shall forthwith deposit the Earnest Money Deposit in a federally insured financial institution reasonably satisfactory to Buyer and Seller in an account in the name of Buyer. The Earnest Money Deposit shall be applied against the Purchase Price at Closing. All interest earned on the Earnest Money Deposit shall be and become a part of the Earnest Money Deposit and shall be handled in the same manner as the Earnest Money Deposit as provided for herein. The Earnest Money Deposit shall be immediately released to Seller and, except as provided otherwise in this Agreement, deemed nonrefundable to Buyer

from and after satisfaction or waiver of the Inspection Contingency and recording of the Easements described in Section 15 below for and in consideration of Seller granting to Buyer the Easements. Buyer acknowledges and agrees that Seller has advised Buyer that but for payment of the Earnest Money Deposit to Seller, Seller would not grant the Easements to Buyer. Payment of the Earnest Money Deposit to Seller as provided above also serves in part as liquidated damages as set forth in Section 17.2.

3.2. Balance of Purchase Price. The balance of the Purchase Price shall be deposited by Buyer in Escrow strictly as and when required under Section 11 hereof.

3.3. Failure to Deposit Earnest Money Deposit. In the event Buyer fails to deposit the Earnest Money Deposit in Escrow strictly as and when contemplated under Section 3.1, this Agreement shall automatically terminate.

4. Conditions Precedent to Buyer's Obligation to Close.

4.1. General. Set forth in Section 4.3 are certain conditions precedent to the obligation of Buyer to consummate the transaction herein contemplated in accordance with this Agreement. Each such condition must be satisfied or waived in writing by Buyer or deemed satisfied as provided in Section 4.2 before Buyer shall be obligated to consummate this transaction.

4.2. Approval by Buyer. Within the period specified hereinbelow for the Inspection Contingency and Title Contingency, Buyer shall give written notice to Seller stating whether the Inspection Contingency and Title Contingency are approved by Buyer or waived by Buyer. If Buyer fails to timely give such notice with respect to the Inspection Contingency and/or Title Contingency, such contingencies shall be deemed to be satisfied.

4.3. Conditions Precedent. The conditions precedent to Buyer's obligation to consummate this transaction are the following:

4.3.1. On or before satisfaction or waiver of the Inspection Contingency set forth in Section 4.3.2, Buyer shall have approved or disapproved title to the Property as shown in a current Commitment for Title Insurance for the Property (the "**Title Report**") with hyperlinks to all documents constituting exceptions to title of record which are specified in Schedule B of the Title Report (the "**Title Contingency**"); provided, however that without need for objection by Buyer, Seller shall cause all monetary encumbrances to be paid prior to or at Closing. Seller shall pay all property taxes, including but not limited to all deferred property taxes and assessed but not yet due and payable, at least fourteen (14) days prior to Closing, to permit the Title Company obtain a tax certificate to comply with ORS 311.411.

4.3.2. Within sixty (60) days after the Effective Date of this Agreement, Buyer shall have the right to conduct or obtain, at its sole cost and expense, any surveys, tests, audits and studies, and conducted such physical inspections as Buyer deems necessary to enable Buyer to approve all aspects of the Property, including without limitation the economic advisability of acquiring fee title to the Property, and the soils and ground water conditions in and about the Property, and Buyer's obligation to purchase the Property is conditioned upon Buyer's approval thereof, in

Buyer's sole and absolute discretion (the "**Inspection Contingency**"). Buyer and its agents may enter onto the Property to make such inspections, audits, studies, tests and surveys thereof (collectively, the "**Inspections**") as Buyer deems necessary, in Buyer's sole discretion, to bring about the satisfaction of this condition; provided, however, that Buyer shall not conduct any invasive Inspections without Seller's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Buyer shall keep the Property free and clear of any liens resulting from any entry onto the Property by Buyer or Buyer's employees, agents or contractors; Buyer shall repair any damage to the Property resulting from such entry; and, subject to the limitations of the Oregon Tort Claims Act, Buyer shall defend Seller with counsel reasonably satisfactory to Seller and protect, hold harmless and indemnify Seller from and against any and all claims, demands, damages, liabilities or costs of any kind whatsoever (including attorneys' fees) to the extent caused by such entry onto the Property, except to the extent of any pre-existing conditions or Seller's negligence or willful misconduct. In the event Buyer terminates this Agreement for failure of any condition precedent as provided in this Section 4, Buyer shall deliver to Seller copies of the results of all Inspections. In addition, Buyer shall return to Seller or destroy all Property Records delivered to Buyer. The foregoing covenants of Buyer shall survive and be enforceable following consummation or termination of this Agreement.

4.3.3. Within two (2) business days after the Effective Date of this Agreement, Seller shall make available to Buyer by way of a virtual transaction room those documents listed on Schedule 1, to the extent the same are in Seller's possession or control. In addition, Seller shall provide such other documents as may be reasonably requested by Buyer, to the extent the same are in Seller's possession or control. All such materials are hereinafter sometimes collectively referred to as the "**Property Records**." Buyer shall review and approve or disapprove all such Property Records prior to satisfaction or waiver of the Inspection Contingency set forth in Section 4.3.2. The parties acknowledge and agree that Seller's obligation to provide the Property Records is a Seller covenant, which shall survive Closing.

4.3.4. As of Closing, each representation and warranty of Seller set forth in Section 5 hereof shall be true and correct, subject to Section 5.12 below.

4.3.5. As of Closing, Seller shall have performed each and all of the obligations to be performed by Seller under this Agreement prior to Closing.

4.4. Insurance. From and after the Effective Date of this Agreement, Buyer shall keep and maintain a policy of commercial general liability insurance covering any and all entries and/or other activities on the Property by or on behalf of Buyer pursuant to this Agreement. This insurance policy shall name Seller as an additional insured and afford protection in limits of not less than One Million Dollars ($1,000,000) for bodily injury or death in any one accident, and not less than One Million Dollars ($1,000,000) for property damage. All insurance shall be effected under standard form policies, issued by insurers of recognized responsibility authorized to do business in the State of Oregon. Prior to any entry on to the Property by or on behalf of Buyer, Buyer shall deliver to Seller certificates of such insurance coverage and, not less than thirty (30) days before the expiration of the policy if such expiration occurs prior to Closing, a certificate of the renewal of such coverage. In addition, the insurance shall be primary, non-contributing, and contain a waiver of subrogation in favor of Seller.

5. Representations and Warranties of Seller.

Seller makes the following representations and warranties, each of which shall be true and correct on the Effective Date and on the Closing Date, subject to Section 5.12 below:

5.1. Organization. Seller is duly organized, validly existing and in good standing under the laws of the State of Delaware, and is qualified to do business in the State of Oregon.

5.2. Authorization. This Agreement has been duly executed and delivered by Seller and is a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

5.3. Agreements and Contracts. Other than this Agreement, as shown in the Title Report, or as disclosed in the Property Records, (A) Seller has not entered into any contract or agreement other than this Agreement which gives any person, firm or entity any right to acquire the Property, any rights or estates in or to the Property (or any portion thereof) or otherwise affects or pertains to the Property and (B) to the best of Seller's knowledge, no person, firm or entity has any right to acquire the Property or any rights or estates in and to the Property (or any portion thereof). There are no leases or tenancies affecting any part of the Property.

5.4. Condemnation. To the best of Seller's knowledge, there is no condemnation or eminent domain proceeding pending or threatened against the Property.

5.5. Litigation. To the best of Seller's knowledge, there is no litigation pending or threatened which affects the Property or which would or might affect the transaction contemplated hereby or the ability of Seller to satisfy all of its obligations hereunder.

5.6. Non-Compliance. Seller has not received any written notification from any insurance company, Board of Insurance Underwriters or any governmental authority specifying any non-compliance of the Property (or any portion thereof) with applicable codes, statutes, ordinances or regulations which remains uncured.

5.7. Liens and Assessments. To the best of Seller's knowledge, there is no lien or special assessment, other than ad valorem taxes for the current year, pending or threatened against the Property by any governmental authority or third party.

5.8. Foreign Person. Seller is not a foreign person as defined in Internal Revenue Code Section 1445(f)(3).

5.9. Hazardous Materials. To Seller's knowledge, except as otherwise set forth in the Property Records, Seller has not received written notice of any violation of any federal, state or local law, ordinance or regulation relating to Hazardous Materials (as defined below) in, at, or on the Property, and Seller has not placed or permitted to be placed any Hazardous Materials on the Property in violation of any federal, state or local law, ordinance or regulation.

5.10. Property Records. Seller has not redacted any Property Records.

5.11. Seller's Knowledge. Buyer and Seller each specifically acknowledge and agree that all references contained in this Agreement, in any of the exhibits attached hereto and in any document, certificate or statement to be delivered by Seller to Buyer hereunder to "Seller's knowledge" (whether used in the phrase "to the best knowledge of Seller," "to the best of Seller's knowledge", "Seller's knowledge", "actually known to Seller", "known to Seller", or in similar or other contexts) (i) shall refer to the actual knowledge of J. Benjamin Chessar and Eric Sporre (collectively, "**Chessar/Sporre**"), who Seller represents are the individuals most knowledgeable about the Property within Seller's organization; (ii) shall in no case refer to the actual or constructive knowledge of any other employee, agent, officer, director or other representative of Seller or any investment advisor, attorney or other contractor or representative of Seller (together with Chessar/Sporre, the "**Seller Representatives**"); and (iii) shall in no case impose upon Seller or any Seller Representative any duty or obligation to verify any representation, warranty or statement contained in this Agreement, in any exhibit attached hereto or in any document, certificate or statement to be delivered by Seller to Buyer hereunder, or to otherwise investigate the facts or circumstances relating or otherwise pertinent thereto.

5.12. Limitations. In the event that Seller becomes aware during the pendency of this Agreement prior to Closing of any matters which make any of its representations or warranties untrue (each a "**Representation Matter**" and collectively, the "**Representation Matters**"), and discloses any such matters to Buyer in writing, or in the event that Buyer otherwise becomes aware during the pendency of this Agreement prior to Closing of any matters which make any of Seller's representations or warranties untrue and Seller took no wrongful action in connection therewith, Seller shall bear no liability for such matters, then Buyer's sole right and remedy with respect to any such matters shall be to elect in writing delivered to Seller on or before the Closing Date, (i) to waive such matters and complete the purchase of the Property without reduction of the Purchase Price in accordance with the terms of this Agreement, or (ii) as to any Representation Matters disclosed following the waiver of the Inspection Contingency and recording of the Easements, to terminate this Agreement (other than the Easements) and recover $250,000 of the Earnest Money.

5.13. Survival of Seller's Representations and Warranties. The representations and warranties of Seller set forth in this Section 5 shall survive the Closing for a period of two (2) calendar years after the Closing, and claims relating thereto must be commenced, if at all, within said two calendar years of Closing or they shall be forever barred.

6. Seller's Disclaimer With Respect to Physical Condition of Property and Applicable Laws and Regulations; Buyer to Take Property "As Is"; Buyer's Release and Indemnity Re: Environmental Hazard Risks; Condition Precedent to Seller's Obligation to Close.

6.1. "AS-IS" Purchase. Seller makes no representation or warranty whatsoever with respect to the physical condition of any portion of the Property, except as otherwise specifically set forth herein. Buyer acknowledges that:

6.1.1. Buyer has entered into this Agreement and if Buyer purchases the Property hereunder, Buyer will do so on the basis of its own investigation of the physical condition of all portions of the

Property, including the improvements and the soils and ground water conditions of the Property and all immediate environs, as well as the Seller representations, warranties and covenants in this Agreement; and

6.1.2. Buyer will acquire all of the Property in an "AS IS" condition and shall assume the risks that adverse physical conditions may not have been revealed by its investigation except for the Seller representations, warranties and covenants in this Agreement.

6.2. Limited Representations and Warranties. Except as expressly specifically provided in Section 5 above, (a) Seller makes no representation or warranty whatsoever as to existing or proposed governmental laws or regulations applicable to any portion of the Property, including without limitation laws or regulations concerning the Americans with Disabilities Act ("**ADA**"), zoning or land use, Environmental Laws or Hazardous Materials (both as defined in Section 6.3), and (b) Buyer acknowledges that it has entered into this Agreement and if Buyer purchases the Property hereunder, Buyer will do so on the basis of its own review and investigation of the applicability and effect of such laws and regulations, except for the Seller representations, warranties and covenants in this Agreement, and, subject to the foregoing, Buyer assumes the risks that adverse matters may not have been revealed by its investigation.

6.3. Buyer Waiver and Release.

6.3.1. Effective as of Close of Escrow (as defined in Section 9) and except for the Seller representations, warranties and covenants in this Agreement and the Easements, Buyer hereby waives, releases, acquits and forever discharges Seller and its officers, directors, partners, employees, members, agents, and any other person acting on behalf of Seller, from and against any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseeable or unforeseeable, which Buyer now has or which may arise in the future on account of or in any way growing out of or connected with the ADA, zoning or land use regulations or laws, any Environmental Laws (as defined below) and with the presence in or on any portion of the Property, or any improvement thereon, or under the surface of the Property, of underground storage tanks, asbestos-containing materials, transformers or other equipment containing polychlorinated biphenyls, or any hazardous or toxic waste, substance or material as defined in any Federal, State or Local law, rule, ordinance or regulation which may now or hereafter be applicable (collectively, the "**Hazardous Materials**") (singularly and collectively, the "**Released Claims**"), except to the extent caused by Seller or Seller's affiliates, lessees, employees, agents or contractors during Seller's ownership of the Property. As used herein, "**Environmental Laws**" shall mean any and all federal, state, or local laws, statutes, rules, regulations, ordinances, or judicial or administrative decrees or orders relating to (A) health, safety or environmental protection; (B) the emissions, discharges, releases or threatened releases of pollutants, contaminants or toxic or Hazardous Materials into the environment (including, without limitation, ambient air, surface water, ground water or subsurface strata); or (C) the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of, or exposure to pollutants, contaminants or toxic or hazardous materials, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC §9601 et seq. ("**CERCLA**"), as amended and judicially and administratively interpreted

through the date hereof, and all regulations promulgated thereunder as of such date. The foregoing release shall survive and be enforceable in accordance with its terms following the consummation of this transaction and shall not be merged with or into the deed delivered by Seller to Buyer through Escrow at Close of Escrow.

6.3.2. With respect to Buyer's waiver and release under this Section 6.3, Buyer hereby specifically waives the provisions of any law or regulation providing that a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

7. Representations and Warranties of Buyer.

Buyer hereby makes the following representations and warranties each of which shall be true and correct on the Effective Date and on the Closing Date:

7.1. Organization. Buyer is a municipal corporation of the State of Oregon.

7.2. Authorization. The person or persons executing this Agreement on behalf of Buyer are authorized to do so and, upon execution by such parties, this Agreement shall be a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

8. Buyer's Title Insurance Policy.

8.1. Buyer's Title Insurance Policy. Subject to the provisions of Section 8.2, Buyer's title to the Property at Close of Escrow shall be evidenced by the issuance by the Title Company of a standard owner's policy of title insurance (the "**Buyer's Title Insurance Policy**") at Closing in favor of Buyer or its nominee insuring that fee simple title to the Property is vested in Buyer or its nominee, subject only to (i) the exceptions to title approved by Buyer pursuant to Section 4 of this Agreement; (ii) any additional exceptions or matters created by Buyer, its agents, employees or authorized representatives; (iii) the printed conditions, restrictions, exceptions, stipulations and other provisions contained in Buyer's Title Insurance Policy; and (iv) such other exceptions as Buyer, in its sole discretion, may approve in writing (collectively, the "**Permitted Exceptions**"). All matters concerning title to the Property shall merge in the deed to be delivered by Seller to Buyer at Closing except for the representations, warranties and covenants provided in this Agreement and except as provided in the Easements. Seller acknowledges that all property taxes, including but not limited to all deferred property taxes and assessed but not yet due and payable, must be paid by Seller at least fourteen (14) days prior to Closing.

8.2. ALTA Extended Coverage. Buyer shall be entitled to obtain ALTA extended coverage or to increase the coverage provided for in Buyer's Title Insurance Policy above the Purchase Price or to obtain endorsements to Buyer's Title Insurance Policy in addition to those shown in the Title Report (collectively, "**Increased Coverage**"), and, in such event, Seller agrees to deliver to the Title Company the title affidavit customarily required by the Title Company in connection therewith and reasonably acceptable to Seller. To the extent Buyer elects to obtain all or any

portion of the Increased Coverage, Buyer shall pay the difference between the cost of the standard coverage for Buyer's Title Insurance Policy and any Increased Coverage.

9. Closing Date; Close of Escrow.

9.1. Closing. Unless this Agreement has been terminated pursuant to Section 4 hereof, the consummation of the purchase and sale of the Property in accordance with this Agreement (the "**Closing**") shall take place on or before the date that is thirty (30) days after waiver of the Inspection Contingency and Title Contingency, unless such date is a Saturday, Sunday or business holiday, in which event Closing shall take place on the next regularly scheduled business day (the "**Closing Date**") at the office of Escrow Holder. Buyer shall have three (3) options to extend the Closing Date for thirty (30) days each for the sole purpose of coordinating bond issuance or otherwise coordinating funding in connection with payment of the Purchase Price by written notice given to Seller on or before the then scheduled Closing Date. "**Close of Escrow**" shall mean the delivery to Buyer of (i) a special warranty deed, in the form attached hereto as Exhibit B (the "**Deed**"), vesting title to the Property in Buyer by recordation thereof in the Official Records in the county where the Property is located, and (ii) the disbursement to Seller in accordance with its instructions of the proceeds in Escrow in Seller's account at Closing. 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.

9.2. Disbursement of Purchase Price. At Closing, Escrow Holder shall disburse to Seller, in such manner and to such account as Seller shall specify in a separate written instruction to Escrow Holder, immediately available funds in the amount of the Purchase Price paid by Buyer for the Property as specified in Section 3 hereof (increased or decreased, as the case may be, by the net amount of the credits and debits to Seller's account at Closing made by Escrow Holder in accordance with Sections 12 and 13 of this Agreement).

9.3. Possession. Possession of the Property shall be delivered to Buyer at Closing free of all tenancies and possessory rights except as provided in Buyer’s Title Insurance Policy.

10. Seller's Closing Obligations.

Not later than Escrow Holder's close of business on the last regular business day before the Closing Date, Seller shall deposit in Escrow: (i) a duly executed and acknowledged special warranty deed for the conveyance of the Property to Buyer in accordance with this Agreement; (ii) any other documents, instruments or things required by this Agreement to be delivered by Seller to Buyer or deposited by Seller into Escrow at Closing; (iii) a non-foreign affidavit with respect to Seller as required by IRC Section 1445(b)(2) and the regulations issued thereunder; and (iv) any supplemental instructions or documents which Escrow Holder or the Title Company may reasonably require for the consummation of the transaction in accordance with this Agreement.

11. Buyer's Closing Obligations.

Not later than Escrow Holder's close of business on the last regular business day before the Closing Date, Buyer shall deposit in Escrow: (i) immediately available funds into such account of Escrow Holder as shall be specified by Escrow Holder in the sum of the balance of the Purchase Price, subject to all adjustments and credits provided in this Agreement; (ii) any instruments, documents or things required by this Agreement to be delivered by Buyer to Seller or deposited into Escrow at Closing; and (iii) any supplemental instructions or documents which Escrow Holder or the Title Company may reasonably require for consummation of the transaction in accordance with this Agreement.

12. Closing Prorations.

The following matters shall be prorated as of the Closing Date with respect to the Property: current real property taxes. Seller and Buyer hereby agree that if any of the aforesaid prorations cannot be calculated accurately on the Closing Date, then the same shall be calculated as soon as reasonably practicable after the Closing Date and either party owing the other party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other party.

13. Apportionment of Closing Costs.

13.1. Seller's Closing Costs. Seller shall pay (a) any transfer tax (if any) in connection with the sale of the Property to Buyer, (b) the basic premium for Buyer's Title Insurance Policy, (c) one-half of Escrow Holder's escrow fee and (d) Seller's own attorneys' fees.

13.2. Buyer's Closing Costs. Buyer shall pay (a) one-half of Escrow Holder's escrow fee, (b) all recording fees, (c) the cost of any extended coverage under the Buyer's Title Insurance Policy and any endorsements to the Buyer's Title Insurance Policy desired by Buyer, (d) the cost of any new surveys of the Property or any update of any existing surveys ordered by Buyer, (e) any costs incurred in connection with Buyer's investigation of the Property, including the cost of any new environmental assessment commissioned by Buyer, and (f) Buyer's own attorneys' fees.

14. Commissions; Indemnification.

Buyer and Seller hereby acknowledge that no broker's commission or finder's fee is payable with regard to the transaction contemplated by this Agreement; and Buyer and Seller (each being hereinafter referred to in this Section 14 as the "**Indemnitor**") each agrees to defend with counsel reasonably satisfactory to the other party and indemnify the other party from and against all liability, claims, actions, causes of action, suits, demands, damages, or costs of any kind arising from or connected with any broker's or finder's fee or commission or charge claimed to be due any person arising from the Indemnitor's conduct with respect to said transaction. This obligation shall survive and be enforceable following Closing or termination of this Agreement.

15. Easements.

Upon Buyer's deposit of the Earnest Money Deposit with Escrow Holder, Seller and Buyer shall sign and acknowledge the Greenway Easement, Temporary Construction Easement, Access Easement and Permanent Public Utility Easement (collectively, the "**Easements**") attached hereto as Exhibits C, D, E and F, respectively, and deposit the same with the Escrow Officer with instructions to record the same upon the satisfaction, deemed satisfaction, or waiver of the Inspection Contingency and the Title Contingency and simultaneously with release of the Earnest Money Deposit to Seller.

16. Notices.

16.1. Notice Addresses. Any notice, demand, approval, consent, or other communication required or desired to be given under this Agreement shall be in writing and shall be directed to the party involved at the address indicated below:

To Seller: Pacific Realty Associates, L.P.
Attn: J. Benjamin Chessar and
Real Estate Counsel
15350 S.W. Sequoia Pkwy., Suite 300
Portland, OR 97224
Telephone: (503) 624-6300
Email:BenC@PacTrust.com;

_____

To Buyer: City of Tigard
Attn: Shelby Rihala
13125 SW Hall Boulevard
Tigard, OR 97223
Telephone: (503) 718-2579
Email: shelbyr@tigard-or.gov

16.2. Delivery of Notice. Notices shall be sent by any of the following means: (i) by delivery in person, (ii) by FedEx or other reputable "overnight" delivery service, provided that next business day delivery is requested by the sender, (iii) by certified mail, return receipt requested, or (iii) by email, so long as notice is also sent by any other manner permitted herein. Notices delivered in person shall be deemed effective immediately upon receipt (or refusal of delivery or receipt). Notices sent by FedEx or other reputable "overnight" delivery service shall be deemed given on the date deposited with the delivery service. Notices sent by certified mail, return receipt requested, shall be deemed given two (2) business day after deposit with the U.S. postal service. Notices sent by email shall be deemed given upon transmission, so long as the same is effected prior to 5:00 p.m. Either party may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified.

17. Default Remedies.

17.1. Default by Seller. In the event the sale of the Property is not consummated because of the default of Seller, Buyer may, as its sole and exclusive remedy for such default, either (i) terminate this Agreement (other than the Easements) by written notice to Seller and Escrow Holder, obtain a refund of $250,000 of the Earnest Money from Seller, and pursue an action for damages, or (ii) seek to enforce specific performance of this Agreement. In the event this Agreement is terminated pursuant to this Section 17.1, neither party shall have any further rights or obligations regarding this Agreement other than the Easements and Buyer's right to collect its damages against Seller and those obligations that expressly survive the expiration or termination of this Agreement.

17.2. Default by Buyer; Liquidated Damages. If this Agreement is not terminated by Buyer under Section 4 and thereafter Buyer fails without legal excuse to purchase the Property when required to do so hereunder and Seller has fully performed is obligations hereunder, then Buyer shall be in default hereunder. In the event of such default, the Earnest Money Deposit shall be retained by Seller for and in consideration of Seller granting the Easements to Buyer as provided in Section 3.1 and partially as liquidated damages as Seller's sole and exclusive remedy.

17.2.1. ACKNOWLEDGEMENT. SELLER AND BUYER ACKNOWLEDGE THAT SELLER IS VERY DESIROUS OF CLOSING THE TRANSACTION CONTEMPLATED HEREBY WITHIN THE TIME FRAME ESTABLISHED BY THIS AGREEMENT, AND THAT SUBSTANTIAL DAMAGES WILL BE SUFFERED BY SELLER IN THE EVENT THAT THE PURCHASE AND SALE OF THE PROPERTY PROVIDED FOR IN THIS AGREEMENT DOES NOT CLOSE WITHIN SUCH TIME FRAME DUE TO BUYER'S DEFAULT UNDER THIS AGREEMENT. SELLER AND BUYER FURTHER ACKNOWLEDGE THAT SELLER WILL BE ENTITLED TO COMPENSATION IF THE PURCHASE AND SALE OF THE PROPERTY DOES NOT CLOSE DUE TO BUYER'S DEFAULT. WITH THE FLUCTUATION IN LAND VALUES, THE UNPREDICTABLE STATE OF THE ECONOMY AND OF GOVERNMENTAL REGULATIONS, THE FLUCTUATING MARKET FOR REAL ESTATE AND REAL ESTATE LOANS OF ALL TYPES, AND OTHER FACTORS WHICH DIRECTLY AFFECT THE VALUE AND MARKETABILITY OF THE PROPERTY, THE PARTIES REALIZE THAT IT WOULD BE EXTREMELY DIFFICULT AND IMPRACTICABLE, IF NOT IMPOSSIBLE, AS OF THE SIGNING OF THIS AGREEMENT, TO ASCERTAIN WITH ANY DEGREE OF CERTAINTY THE EXTENT OF DAMAGES TO SELLER IN THE EVENT OF BUYER'S DEFAULT OR THE AMOUNT OF COMPENSATION SELLER SHOULD RECEIVE IN THE EVENT THAT THE PURCHASE AND SALE OF THE PROPERTY PROVIDED IN THIS AGREEMENT DOES NOT CLOSE DUE TO BUYER'S DEFAULT. ACCORDINGLY, THE PARTIES HEREBY AGREE THAT A REASONABLE ESTIMATE OF SUCH DAMAGES OR SUCH COMPENSATION, AS THE CASE MAY BE, IS INCLUDED IN THE AMOUNT OF THE EARNEST MONEY DEPOSIT AND ANY INTEREST EARNED THEREON.

17.2.2. LIQUIDATED DAMAGES. THE PARTIES HEREBY AGREE THAT IF BUYER DEFAULTS UNDER THIS AGREEMENT, THEN SELLER SHALL BE ENTITLED TO RECOVER FROM BUYER THE AMOUNT OF THE EARNEST MONEY DEPOSIT WITH

ALL INTEREST EARNED THEREON, AS LIQUIDATED DAMAGES OR COMPENSATION, AS THE CASE MAY BE, UNDER THIS AGREEMENT AND SUCH RECOVERY OF THE EARNEST MONEY DEPOSIT WITH ALL INTEREST EARNED THEREON SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF OR COMPENSATION TO SELLER, AS THE CASE MAY BE, AS A RESULT OF BUYER'S DEFAULT UNDER THIS AGREEMENT, EXCEPT AS SET FORTH IN THE LAST SENTENCE OF THIS SECTION 17.2.2. NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED HEREIN SHALL LIMIT THE REMEDIES SELLER SHALL HAVE TO ENFORCE ANY RIGHTS IT HAS AGAINST BUYER UNDER THE INDEMNITY PROVISIONS OF SECTIONS 4.3.2 OR 14.

_____ _____
Buyer's initials Seller's initials

18. Integrated Agreement; Modifications; Waivers.

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior representations, understandings and agreements, whether written or oral. No supplement, modification or waiver of any provision of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

19. Time of Essence and Holidays.

Time is of the essence of each and every provision hereof. If the final date of any period of time set forth herein occurs on a Saturday, Sunday or legal holiday, then in such event, the expiration of such period of time shall be postponed to the next day which is not a Saturday, Sunday or legal holiday.

20. Attorneys' Fees.

In the event that any party shall bring an action to enforce its rights under this Agreement, the prevailing party in any such proceeding shall be entitled to recover its actual and reasonable attorneys', witness and expert fees and costs of the proceeding, including any appeal or review thereof. The provisions of this Section 20 are separate and severable and shall survive Closing and shall survive a judgment on this Agreement.

21. Assignment; Inurement.

Except as provided in Section 35 and this Section 21, neither party hereto may assign its respective rights and obligations hereunder, in whole or in part, without the prior written consent of the other party hereto. To the extent consent is required hereunder to effect an assignment of this Agreement, any assignment without such prior written consent shall be deemed null and void. Subject to and without limiting the preceding two sentences, this Agreement and every provision hereof shall bind and inure to the benefit of the parties hereto and their respective

heirs, personal representatives, successors and assigns. No assignment by Buyer shall release Buyer from any obligations to Seller hereunder, and no assignment by Seller shall release Seller from any obligations to Buyer hereunder.

22. Governing Law.

This Agreement (including, without limitation, title matters and the effectiveness of any conveyance to be made pursuant hereto) shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Oregon (without reference to the choice of law provisions of Oregon law); provided that with respect to matters of law concerning the internal corporate affairs of any corporate entity which is a party to or the subject of this Agreement, the law of the jurisdiction under which such entity derives its powers shall govern.

23. Covenants of Cooperation.

Seller and Buyer each agree to cooperate with each other and to execute such additional documents and instruments, including supplemental escrow instructions, as may be reasonably required to consummate the transaction contemplated hereby.

24. Headings and Captions.

The headings and captions of the sections of this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

25. Condition to Effectiveness of Agreement.

This Agreement shall not be binding or effective until properly executed and delivered by both Seller and Buyer.

26. Gender and Number.

As used in this Agreement, the neuter shall include the feminine and masculine, the singular shall include the plural, and the plural shall include the singular, except where expressly provided to the contrary.

27. Severability.

In the event that any paragraph, section, sentence, clause or phrase contained in this Agreement becomes or is held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.

28. Counterparts; Delivery.

This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This

Agreement or any counterpart may be executed and delivered by email in pdf format with an executed original to follow via overnight courier.

29. Exhibits and Schedules.

All Exhibits and Schedules attached to, and referenced in this Agreement are hereby incorporated into, and shall be deemed a part of this Agreement. The following Exhibits are attached hereto and incorporated herein by this reference:

Exhibit A	Legal Description of the Property
Exhibit B	Form of Special Warranty Deed
Exhibit C	Form of Greenway Easement
Exhibit D	Form of Temporary Construction Easement
Exhibit E	Form of Access Easement
Exhibit F	Form of Permanent Public Utility Easement
Schedule 1	Property Records

30. Intentionally Deleted.

31. Evidence of Due Authorization.

Each party hereby agrees, within ten (10) days after receipt of a written request from the Title Company, to furnish to the Title Company such evidence as shall reasonably establish that the execution of this Agreement by the party furnishing such evidence and the performance by such party of its obligations hereunder have been duly authorized and that the person or persons executing this Agreement and any document or instrument pursuant to this Agreement has been duly authorized and empowered to do so.

32. Construction and Interpretation.

All provisions of this Agreement have been negotiated by Seller and Buyer at arm's length and neither party shall be deemed the scrivener of this Agreement. This Agreement shall not be construed for or against either party by reason of the authorship or alleged authorship of any provision hereof or by reason of the status of the respective parties as Seller or Buyer.

33. OFAC.

Each party represents and warrants to the other party that the representing party is not and shall not become a person or entity with whom the other party is restricted from doing business under any current or future regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any current or future statute, executive order (including, but not limited to, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transaction or be otherwise associated with such persons or entities.

34. No Recourse.

All persons dealing with Seller must look solely to the property and assets of Seller for the payment of any claim against Seller or for the performance of any obligation of Seller as neither the joint venturers, general partners, limited partners, members, employees, nor agents (as the case may be) of Seller assume any personal liability for obligations entered into on behalf of Seller (or its predecessors in interest) and their respective properties shall not be subject to the claims of any person in respect of any such liability or obligation. As used herein, the words "property and assets of Seller" is limited to Seller's interest in the Property and excludes any rights of Seller for the payment of capital contributions or other obligations to it by any joint venturer, general partner, limited partner or member (as the case may be) in such capacity.

35. Exchange Provisions.

35.1. Exchange. Seller and Buyer (the "**Cooperator**") shall each cooperate in a simultaneous or deferred exchange by permitting the other party (the "**Exchanger**") to assign its interest in this Agreement to a third party (the "**Exchange Facilitator**") pursuant to an Assignment and Assumption of Real Property Purchase and Sale Agreement and Supplemental Escrow Instructions in form and content reasonably acceptable to the parties. The assignment of such interest may take effect only simultaneously with Closing under this Agreement, and in no event shall the Exchanger be relieved of any liability under this Agreement by reason of such assignment. The Cooperator shall not be required to bear any escrow, title or other expense in excess of those the Cooperator would bear if there were no exchange. The Cooperator shall not be required to execute any document creating personal liability or to assume or be exposed to any liability in connection with the exchange, nor shall the Closing Date be delayed to consummate any such exchange without the written consent of both parties. In no event shall the Cooperator be required to take title to any property and in no event shall the Cooperator be responsible for any tax consequences to Exchanger or any other party in connection with any such exchange.

35.2. Indemnification. Exchanger agrees and covenants to defend, indemnify, protect and hold harmless Cooperator from any liability, damage, loss, cost and expense (including reasonable attorneys' fees) of whatever kind and nature arising out of any such assignment or exchange, including, without limitation, any claims by or on behalf of the Exchange Facilitator. Cooperator shall have the right to approve in its reasonable judgment any documentation Cooperator will be requested to execute in connection with the exchange transaction.

36. Statutory Land Use Disclaimer.

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, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, 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, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates set opposite their signatures below, but this Agreement on behalf of such party shall be deemed to have been dated as of the date first above written.

SELLER:

PACIFIC REALTY ASSOCIATES, L.P.,
a Delaware limited partnership

By: PacTrust Realty, Inc.,
a Delaware corporation,
its General Partner

Date: May ___, 2025

By:_____
J. Benjamin Chessar, Vice President

BUYER:

TIGARD TOWN CENTER DEVELOPMENT AGENCY,
an Oregon ORS Chapter 457 urban renewal agency

Date: May ___, 2025

By:_____
Name:_____
Title:_____

EXHIBIT A

Legal Description of the Property

PARCEL I:

Beginning at the Northeast corner of the George Richardson Donation Land Claim Number 55, in Section 36, Township 1 South of Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington, and State of Oregon; and running thence South 00°31 West 794.46 feet to a point in the centerline of the Red Rock Road; running thence North 89°47' West 20.0 feet to a railroad spike marking the intersection of the West line of said Red Rock Road with the Southerly line of the West Side Pacific Highway 99-W; running thence along the Southerly line of said highway on the arc of a 1462.4 feet radius curve to the right (the long chord bearing and distance being. South 59°26' West 244.32 feet) for a distance of 244.59 feet to a one-half inch iron rod set as a highway right-of-way marker; thence continuing along the Southerly right-of-way line of said highway South 64°13' West 329.34 feet to an iron pipe at the Northeast corner of that certain 3.00 acre tract of land conveyed to Jesse S. Jones by deed recorded in Deed Book 343, page 59; running thence South 00°30' West along the East line of said 3.00 acre tract a distance of 536.3 feet to the true point of beginning of the hereafter described tract; thence running from said point of beginning South 00°30' West, along the East line of the above noted 3.00 acre tract of land, a distance of 75.0 feet to the Southeast corner thereof in the center of a drainage ditch; running thence North 44°16' East 45 feet; running thence North 36°50' West 53.45 feet to the true place of beginning.

PARCEL II:

A tract of land in Section 36, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington, and State of Oregon described as follows:
Beginning at the Southeast corner of the Alfred Zwiener tract as described in Deed Book 78, page 428; and running thence West along the South line of said Zwiener tract a distance of 272 feet to the Southwest corner of that certain tract conveyed to Virgil C. Lehman, et ux, by deed recorded March 11, 1942, in Deed Book 206, page 401, said point being the true point of beginning of the tract herein described; thence West along the South line of the said Zwiener tract, said South line being also the North line of that certain tract conveyed to Edward S. Milet, et ux, by deed recorded in Deed Book 349, page 462, a distance of 553 feet to the Southwest corner of said Zwiener tract; thence North along the West line of said Zwiener tract a distance of 270.56 feet to a point; thence East to a point in the center line of a drainage ditch; thence North 43°22' East along the center of said drainage ditch 307 feet; thence North 59°44' East along the center of said drainage ditch 492.9 feet to a point on the West line of Red Rock Road; thence South along the West line of said road 471.4 feet to a point on the North line of said Lehman Tract above mentioned; thence West along the North line of said Lehman Tract 252 feet to the Northwest corner thereof; thence South along the West line of said Lehman Tract 160 feet to the true point of beginning.

PARCEL III:

The following described property:

Beginning at the Southeast corner of that certain tract of land owned by Alfred Zwiener in Section 36, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington, and State of Oregon, which is described in Deed Book 78, page 428; thence West along the South line of said Zwiener Tract 272 feet; thence North parallel with the East line of said Zwiener Tract 160 feet; thence East parallel with the South line of said Zwiener Tract 272 feet; thence South to the place of beginning.

PARCEL IV:

Beginning at the Northeast corner of the George Richardson Donation Land Claim situated in Section 36, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington, and State of Oregon; and running thence South 00°13' West 794.46 feet to a point in the center line of Red Rock Road; thence North 89°47' West 20.0 feet to a railroad spike marking this intersection of the Westerly right-of-way line of said Red Rock Road with the Southerly right-of-way line of the present alternate State Highway 99-W right-of-way; thence following said State Highway right-of-way line on a curve to the right having a radius of 1462.40 feet (the long chord of which bears South 59°26' West 244.32 feet) a distance of 244.59 feet to a one-half inch iron rod set at a state highway right-of-way monument; thence continuing along said right-of-way line South 64°13' West 329.34 feet to an iron pipe, said iron pipe marking the true point of beginning of this description; thence continuing South 64°13' West 8.71 feet to a one-half inch iron rod set as state highway right-of-way monument; thence South 54°01' West 250.9 feet to an iron pipe; thence leaving said right-of-way line and running South 00°30' West 602.12 feet to an iron pipe; thence South 88°10' East 71.38 feet to an iron pipe; thence North 44°16' feet 202.68 feet along the center line of a drainage ditch to an iron pipe; thence North 00°30' East 611.30 feet to the true point of beginning of this description.

EXCEPTING that portion thereof contained in contract to purchase to Wilbur L. Thomas and Ardus H. Thomas by instrument recorded in Deed Book 396, page 109, described as follows:

A tract of land in the City of Tigard, County of Washington, and State of Oregon, described as follows:

Beginning at the Northeast corner of the George Richardson Donation Land Claim in Section 36, Township 1 South of Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington, and State of Oregon; thence South 00°13' West 794.46 feet to a point in the center line of Red Rock Road; thence North 89°47' West 20.0 feet to a railroad spike marking the intersection of the Westerly right-of-way line of said Red Rock Road with the Southerly right-of-way line of the present alternate State Highway Number 99-W right-of-way line: thence following said State Highway right-of-way line on a curve to the right having a radius of 1462.40 feet (the long chord of which bears South 59°26' West 244.32 feet) a distance of 244.59 feet to an inch iron rod set as a State Highway right-of-way line monument; thence continuing along said right-of-way line South 64°13' West 329.34 feet to an iron pipe; thence continuing South

64°13' West 8.71 feet to an iron rod set as a State Highway right-of-way monument; thence South 54°01' West 250.93 feet to an iron pipe marking the true point of beginning of the tract to be described; thence leaving said right-of-way line and running South 00°30' West 395.8 feet to an iron rod: thence South 89°30' East 144.0 feet; thence North 01°40' East 267.9 Feet; thence North 01°57'30" West 100.0 feet; thence North 15°34' West 53.0 feet; thence North 43°43' West 43.2 feet to an iron rod set in the aforementioned State Highway right-of-way line; thence South 54°01' West 125.0 Feet to the true point of beginning.

EXCEPTING THEREFROM the above four parcels, that portion described in Street Dedication to the Public (or) the City of Tigard as a perpetual right-of-way and easement for street, road, and utility purposes Recorded June 23, 1978 as Fee No. 78028457.

FURTHER EXCEPTING THEREFROM the above four parcels, that portion described in Warranty Deed to the City of Tigard as a Road Right-of-Way and as a Street Dedication Recorded August 31, 1987 as Fee No. 87044639.

FURTHER EXCEPTING THEREFROM the above four parcels, that portion described in Warranty Deed to the City of Tigard as a Road Right-of-Way and as a Street and Utility Right-of -Way Recorded August 31, 1987 as Fee No. 87044641.

PARCEL V:

A tract of land situated in the Southeast one-quarter of Section 36, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington, and State of Oregon, said tract being the southerly portion of that parcel described in Document No. 86-060659 of the Washington County Deed Records, said tract being more particularly described as follows:

Beginning at a 3/4 inch iron pipe, said pipe being at the Southeast corner of said parcel; thence North 87°58'17" West, along the South line of said parcel, a distance of 86.50 feet to the Southwest corner thereof, said corner bearing South 87°58'17" East a distance of 0.86 feet from a 1/2 inch iron pipe; thence North 00°24'42" East, along the west line of said parcel, a distance of 173.50 feet to a 5/8 inch iron rod with a yellow plastic cap marked "W&H Pacific"; thence, perpendicular to said West line, South 89°35'18" East 86.47 feet to the East line of said parcel, said point being marked by a 5/8 inch iron rod with a yellow plastic cap marked "W&H Pacific"; thence South 00°24'42" West a distance of 175.94 feet to the point of beginning.

EXHIBIT B

Form of Special Warranty Deed

After recording, return to:

_____
_____
_____

Until a change is requested, all tax statements shall be sent to the following address:

_____
_____
_____

SPECIAL WARRANTY DEED

Pacific Realty Associates, L.P., a Delaware limited partnership, Grantor, conveys and specially warrants to CITY OF TIGARD, an Oregon municipal corporation, Grantee, the following described real property free of encumbrances created or suffered by the Grantor except as specifically set forth herein:

The real property described in Exhibit A attached hereto which is incorporated herein by this reference.

Such real property is free of all encumbrances except those shown on Exhibit B attached hereto which is incorporated herein by this reference.

The true consideration for this conveyance is $_____.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this _____ day of _____, 2025.

GRANTOR:

PACIFIC REALTY ASSOCIATES, L.P.,
a Delaware limited partnership

By: PacTrust Realty, Inc.,
a Delaware corporation,
its General Partner

By:_____
J. Benjamin Chessar, Vice President

State of Oregon)
) ss.
County of Washington)

This record was acknowledged before me on _____, 2025 by J. Benjamin Chessar as Vice President of PacTrust Realty, Inc., the general partner of Pacific Realty Associates, L.P.

_____
NOTARY PUBLIC FOR OREGON
My Commission Expires:_____

SCHEDULE 1

Property Records

(i) Existing ALTA land survey of the Property;

(ii) Current title insurance policies or preliminary commitments for the Property, together with copies of all documents relating to easements and exceptions;

(iii) All leases and service contracts relating to the Property;

(iv) Landscape plans and any storm drain plans;

(v) Any conditional use permits;

(vi) Copies of the working drawings and "as-builts" relating to all improvements;

(vii) All information in possession of Seller relating to the environmental condition of the Property, including all Phase I and Phase II reports;

(viii) Copies of proposal and reports, studies, plans, permits, specifications, and drawings pertaining to the Property; and

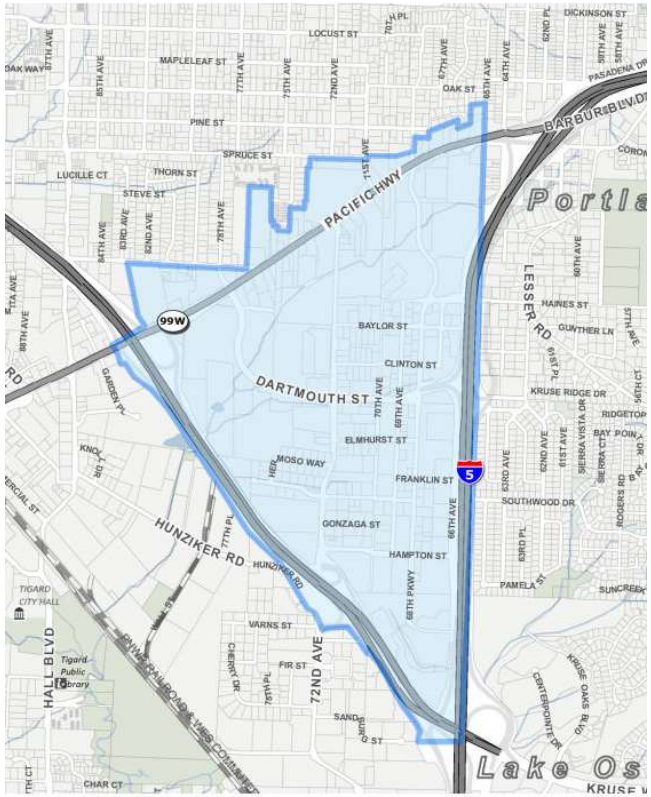
(ix) All governmental notices for the last two (2) years.



Tigard Triangle Property Acquisition

May 27, 2025

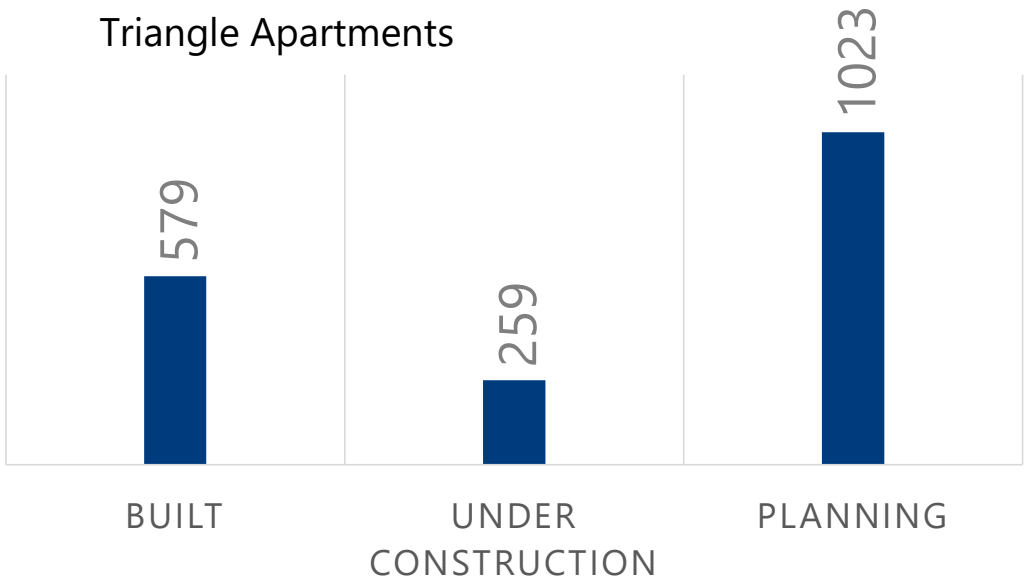
Sean Farrelly,
Redevelopment Manager



Triangle TIF District

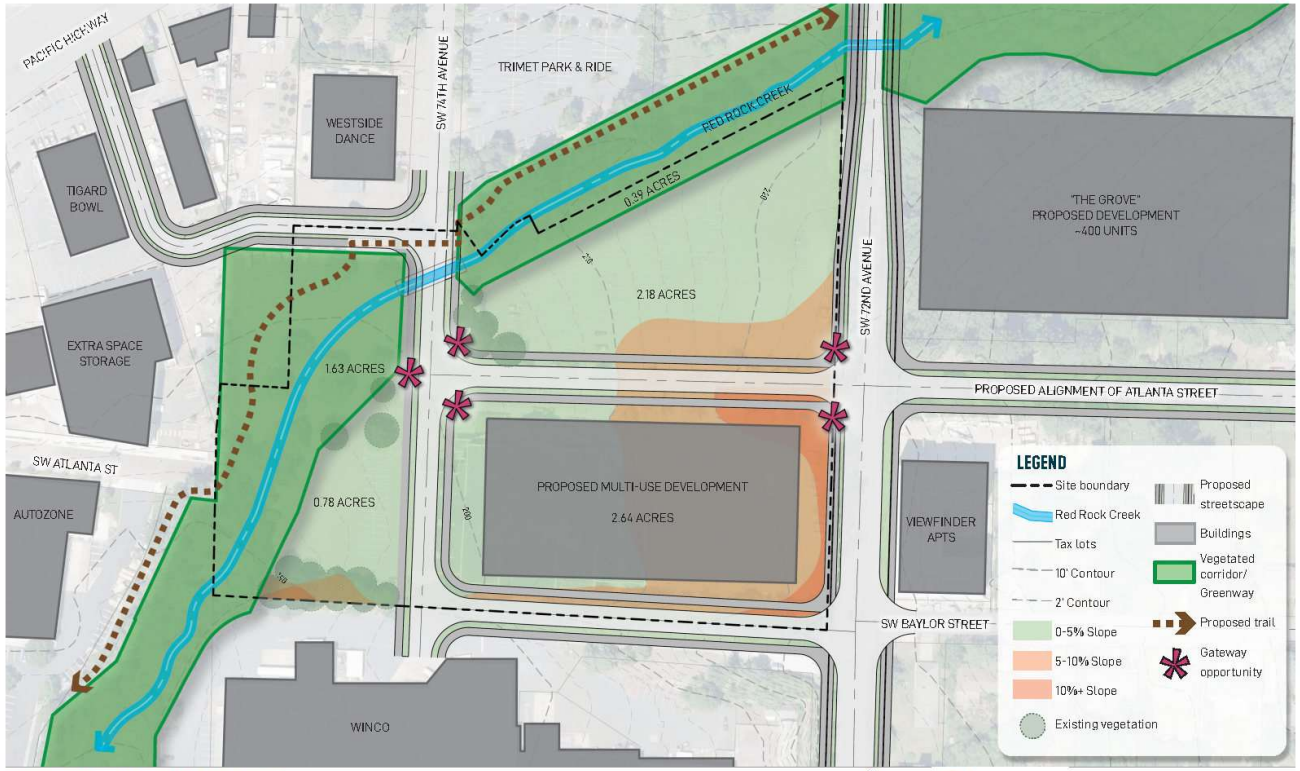


Former Cinemas Site



Triangle TIF District Apartment Development

- Up to 1861 apartments, with 4,466 residents
- **No parks in the Triangle**



SITE ANALYSIS/CONTEXT
TIGARD TRIANGLE PARK TIGARD, OR

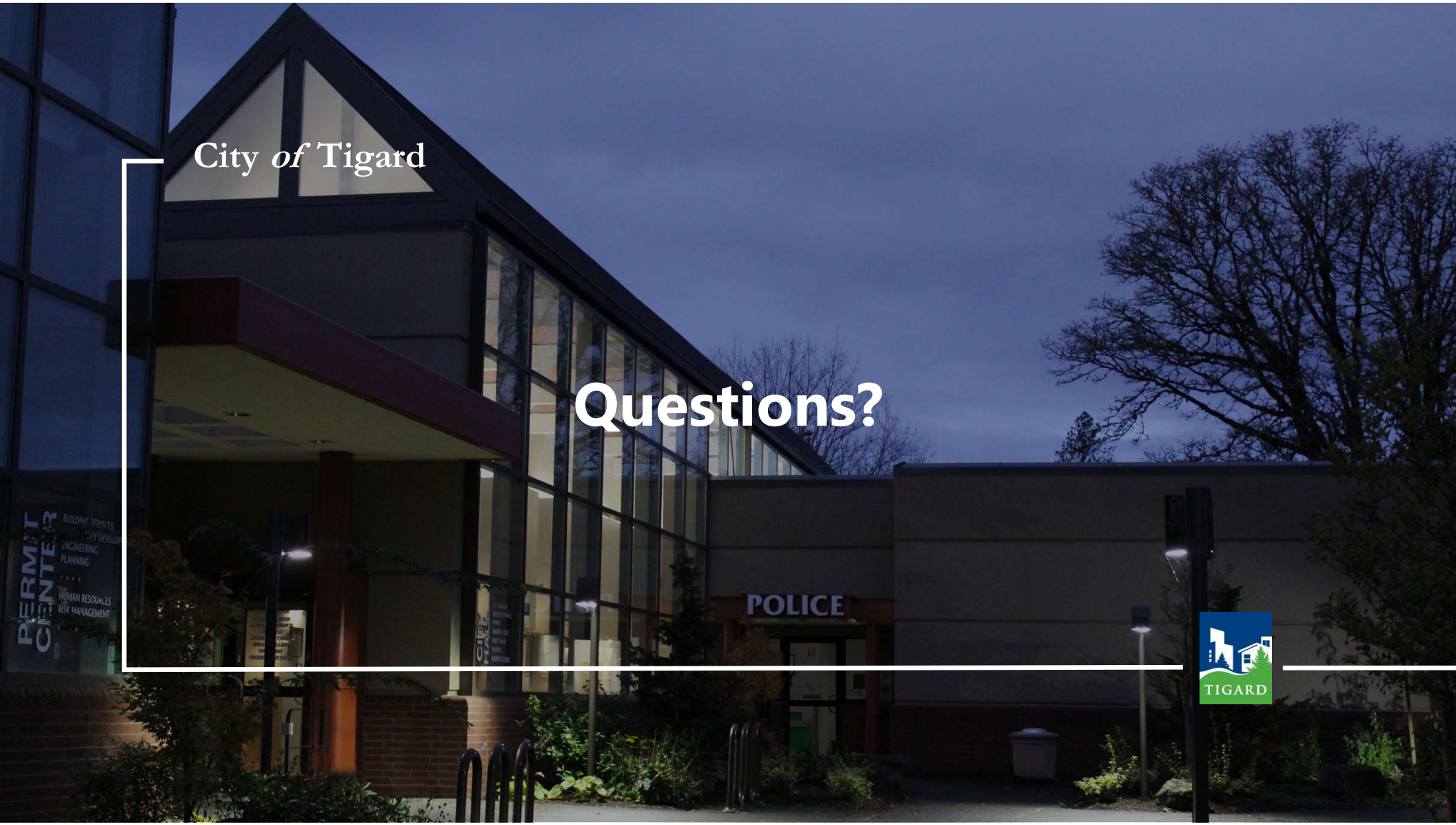
CITY OF Tigard GREENWORKS



DESIGN CONCEPT A: THE CROSSROADS
TIGARD TRIANGLE PARK TIGARD, OR

- FY25 Budget includes $3.8M for park land acquisition
- Triangle TIF fund can support an **$12M acquisition cost**, using fund balance and taking out a $5M loan
- TIF funds would be constrained for 3-4years, but a limited number of other Triangle projects/programs could be funded

Fund Source	Amount
Park Acquisition (TIF/CIP)	$3.8 Million
Reallocation of TCDA budgeted funds (TIF)	$1.8 Million
Red Rock Stormwater Project Easement and Savings (CIP)	$1.4 Million
Tigard Triangle Loan (repaid with TIF)	$5 Million
Total	**$12 Million**


City of Tigard
Questions?
POLICE
TIGARD