City of Independence
Independence Landing Lot 7
Request for Proposals (RFP)
October 2019
Executive Summary

The City of Independence is pleased to announce another opportunity to redevelop a prime site between the Willamette River and Downtown. The Lot 7 site provides a unique opportunity to capitalize on pristine Willamette River views and an award-winning historic downtown. Independence has a strong record of public-private partnerships and, geographically, the city is uniquely positioned to capture regional tourism and economic growth from the surrounding Willamette Valley, which is particularly well known for its wine and hops industry. The vision for the site is small scale retail, civic or cultural uses to supplement the development occurring in the area. Proposals are due by 5:00 p.m. on October 28, 2019. Please direct all questions to Shawn Irvine at (503) 837-1191 or sirvine@ci.independence.or.us.

Introduction

The City of Independence, Oregon seeks a well-qualified developer to continue implementing its vision for the Independence Landing Project. Independence Landing is a 20-acre riverfront property adjacent to its historic downtown that includes:

- 75 unit Hotel
- Independence Landing Park
- 110 unit apartment complex (under construction)
- 14 townhomes (under construction)
- 40,000 sf mixed use building (under construction)
- Public parking lots
- 3 vacant lots (including lot 7)

Lot 7 is centrally located within the Independence Landing Project and provides a great opportunity to be in the center of this dynamic project.

Request for Proposals

The City invites Proposals from development teams describing their experience in similar urban redevelopment projects and their proposal for the purchase and disposition of the property.
The Opportunity

Site & Project
Independence, population 9,500 and growing, is the end of the Oregon Trail and was founded by pioneers who left from Independence, Missouri. It’s located on the west bank of the Willamette River in Polk County, Oregon. Independence served as an early shipping port and later became the “Hops Capital of the World” in the early 1900s. The project site is 0.55 acres currently zoned for mixed use in the Downtown Riverfront Zone and previously home to Valley Concrete, a ready-mix concrete operation. This unique location straddles both the riverfront and the 30-block historic district, which has seen an economic revival over the past several decades, capitalizing on its authentic small town character. The site is made more attractive by its location in the Independence Urban Renewal District.

Vicinity Map
Property Details

**Size** 0.55 acres – A portion is utilized for a public parking lot. Approximately 10,000sf remains to be developed

**Current Use** Vacant land

**Location** The site is located along Osprey Lane, south of the Riverview Park Amphitheater.

**Improvements** The property is vacant. The city has completed demolition of all structures and preliminary grading. Curb and gutter and sidewalks are provided to the edge of the site on Osprey Lane. A parking lot is on the west edge of the property and is covered by a reciprocal parking agreement.

**Ownership** City of Independence, fee simple.

**Zoning** DRZ-Downtown Riverfront Zone.

**Access** Primary access is from Osprey Lane.
**Existing Utilities**

<table>
<thead>
<tr>
<th>Utility</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>Stormwater</td>
<td>Stormwater must be dealt with on site. The City strongly encourages natural</td>
</tr>
<tr>
<td></td>
<td>infiltration and sustainable stormwater design practices.</td>
</tr>
<tr>
<td>Sewer</td>
<td>City of Independence</td>
</tr>
<tr>
<td>Water</td>
<td>City of Independence</td>
</tr>
<tr>
<td>Electricity</td>
<td>Pacific Power</td>
</tr>
<tr>
<td>Natural Gas</td>
<td>The site has access to gas via lines located in Osprey Lane. Gas is provided</td>
</tr>
<tr>
<td></td>
<td>by NW Natural.</td>
</tr>
<tr>
<td>Telecom</td>
<td>Independence is pleased to provide fiber-optic phone, internet, and Streaming</td>
</tr>
<tr>
<td></td>
<td>TV service through MINET, a public utility jointly guided by Independence</td>
</tr>
<tr>
<td></td>
<td>and Monmouth. MINET provides internet speeds of up to 1 gigabit per second.</td>
</tr>
</tbody>
</table>

*Utilities are available to the edge of the site; however, capacity has not been quantified*

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**Physical Attributes**

<table>
<thead>
<tr>
<th>Attribute</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>Topography</td>
<td>The site has 0.55 acres of land adjacent to newly constructed Osprey Lane</td>
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<tr>
<td></td>
<td>and is flat. There are no wetlands on the site. Approximately 10,000 sf of</td>
</tr>
<tr>
<td></td>
<td>the site is buildable. The remainder is being used as a public parking lot.</td>
</tr>
<tr>
<td>Flood Zone</td>
<td>Portions of the site are located in the Willamette River 100-year floodplain.</td>
</tr>
<tr>
<td></td>
<td>A study was completed and most of the site has been removed from the</td>
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<tr>
<td></td>
<td>floodplain (see map below). The portion of the lot west of the curb in the</td>
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<tr>
<td></td>
<td>public parking lot, outside of the developable area, is in the flood plain.</td>
</tr>
<tr>
<td>Parking Lot</td>
<td>The west portion of Lot 7 has a public parking lot which has a reciprocal</td>
</tr>
<tr>
<td></td>
<td>parking and pedestrian easement agreement. See Exhibit A.</td>
</tr>
<tr>
<td>Soils</td>
<td>Soil is engineered fill over gravel.</td>
</tr>
<tr>
<td>Water Table</td>
<td>The water table varies seasonally.</td>
</tr>
<tr>
<td>Environmental</td>
<td>Both Level 1 and Level 2 environmental assessments have been completed and</td>
</tr>
<tr>
<td>Assessments</td>
<td>no significant areas of concern were identified. A NFA determination has</td>
</tr>
<tr>
<td></td>
<td>been issued for the site.</td>
</tr>
</tbody>
</table>
100-year floodplain removal map for Lot 7.

**Purchase Details**

**As is Sale**  Property to be sold in “as is” condition, without representations or warranties by the seller as to the condition of the property.

**Purchase Price**  No asking price for the site has been set. The sale price will be based on the applicants proposal, and as negotiated in a disposition and development agreement.

**Brokerage Fee**  The City of Independence will not pay a brokerage or sales commission on the sale of any parcel.

**Parking Lot Agreement**  There is a reciprocal parking lot and garbage area agreement on the west portion of the lot. The agreement is attached as Exhibit A.
Available Incentives
The City has invested heavily in the Independence Landing project including purchasing and remediating environmental constraints of the property, construction of Osprey Lane and the adjacent utilities. There are no known incentives for this project, but we are willing to look at creative approaches to project development.
Submission & Evaluation Process

The following information is required for response to the RFP:

- A letter of introduction signed by the principals the development company indicating: (1) location of principal offices; (2) form of organization (corporation, partnership, LLC, etc.); (3) years the firm(s) have been in business under their current name(s); (4) other names under which the developer has operated; (5) primary contact information including name, mailing and e-mail addresses, and phone numbers for each team member; (6) and statement of willingness to negotiate a strategic relationship with the City of Independence

- Resumes of firm(s) principals and officers and consultant principals to be involved.

- A statement of the respondent’s plan for the development of Lot 7 and their vision of how the project will benefit the downtown.

- A statement about how this project will integrate with the adjacent Riverview Park and the historic downtown.

- Listing and brief description of relevant successfully completed similar developments that demonstrate quality of design, capacity for mixed-use projects, attention to detail, or public-private partnering. Projects must have been completed or underway within the last 10 years.

- Detailed responses to the Evaluation Criteria detailed below

- Banking references and listing of equity partners, if known, including contact name, address and telephone numbers

The format of the submittals is flexible so long as all of the above requirements are addressed.

Seven (7) copies of Proposals must be submitted by no later than 5:00 p.m. on November 13, 2015. Late submittals will not be accepted. No oral, faxed, or e-mailed submittals will be considered.

Submit all materials to:
Mr. Shawn Irvine
Economic Development Director
City of Independence
555 S Main Street
Independence, Oregon 97351

Pre-Submittal Meeting

An optional pre-submittal meeting can take place if requested by potential developers. The pre-submittal meeting will be an opportunity to learn about the project’s background and ask questions about the project and the RFP process. Requests for pre-submittal meetings are welcomed and shall be coordinated through Shawn Irvine.
## Evaluation Criteria

The City will convene a selection committee to review the submittals. Evaluation and selection will be made by consensus, using the following weighted criteria. Sub-bullets under each criterion are suggestions of how one might meet each criterion, but are not exhaustive. The City of Independence welcomes creative approaches to demonstrating how the proposed team meets each criterion.

<table>
<thead>
<tr>
<th>Criterion</th>
<th>Weighting</th>
</tr>
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<tbody>
<tr>
<td>Completeness of submittal document</td>
<td>5 points</td>
</tr>
<tr>
<td><strong>Types/Kinds of Uses</strong></td>
<td>20 points</td>
</tr>
<tr>
<td>• Nature, type and scope of specific use(s) for the property and timeline.</td>
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<tr>
<td>• Kinds of businesses, programs, services or other endeavors intended to be conducted on the property.</td>
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<tr>
<td>• Any leases proposed for the project and what kind of tenant businesses will be targeted.</td>
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<tr>
<td>• Annual Attendance at the site</td>
<td></td>
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<tr>
<td>• Projected days and hours of operations at the site.</td>
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<tr>
<td><strong>Quality and success of examples of previous projects</strong></td>
<td>20 points</td>
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<tr>
<td>• List similar projects completed by developer</td>
<td></td>
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<tr>
<td>• List successful completion of leasing/sale of developments</td>
<td></td>
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<tr>
<td>• Three (3) references from public agencies or clients with whom respondent has had relevant experience including contact names, addresses and telephone numbers</td>
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<tr>
<td><strong>Project vision</strong></td>
<td>20 points</td>
</tr>
<tr>
<td>• Vision for the site and consistency with the City’s and community’s vision for a strong and vibrant downtown</td>
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<tr>
<td>• Detail positive impact to the adjacent businesses, parks and river.</td>
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<tr>
<td>• How this project will provide valuable services or jobs to the residents of Independence.</td>
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<tr>
<td><strong>Remove Blight</strong></td>
<td>15 points</td>
</tr>
<tr>
<td>• How this project will remove blight in Independence</td>
<td></td>
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<tr>
<td>• How this project will improve or beatify the site</td>
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<tr>
<td>• How this project will encourage community engagement and participation to improve the area.</td>
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<tr>
<td><strong>Financial Proposal</strong></td>
<td>20 Points</td>
</tr>
<tr>
<td>• Percentage of property proposed to purchase</td>
<td></td>
</tr>
<tr>
<td>• Cost per sf offered</td>
<td></td>
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<tr>
<td>• Any proposed financial contributions from seller</td>
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</table>

**TOTAL 100 points**
Quality of reference (not scored)
- Personal references
- Financial references

If necessary, and at the discretion of the City of Independence, in-person interviews may be conducted for one or more teams. At that point, a selection will be made based on interviews scores only, not cumulatively. Separate questions and evaluation criteria for the interviews will be distributed at that time. The City reserves the right to reject all proposals and continue or cancel the RFP process.

Schedule
Upon receipt of proposal responses, the City will convene an evaluation committee to review the submittals. At a minimum, the selection committee will include the city manager, economic development director, and other key staff, but may be expanded to include other key representatives from the City. If time and distance allow, the City may also make site visits to projects referenced by the submitting teams. Selected teams may also be asked to attend an interview before the City selection committee. If a proposal is not selected from the initial submittal the City will continue to receive submittals and review them monthly as they come in.

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFP released</td>
<td>September 30</td>
</tr>
<tr>
<td>RFP response deadline</td>
<td>October 28</td>
</tr>
<tr>
<td>Selection of finalists/developer</td>
<td>November 13*</td>
</tr>
<tr>
<td>Oral presentations (if needed)</td>
<td>Week of November 18*</td>
</tr>
<tr>
<td>Final selection of the qualified developer</td>
<td>Week of November 25*</td>
</tr>
<tr>
<td>Negotiation of MOU</td>
<td>Winter 2019</td>
</tr>
<tr>
<td>Negotiation of DDA</td>
<td>Winter-Spring 2019</td>
</tr>
</tbody>
</table>

*Dates subject to change

Developer Responsibilities
The selected developer will negotiate with the City to reach mutually agreeable terms for the sale and development of the subject property. It is envisioned that these terms will first be outlined in a memorandum of understanding (MOU) and then finalized in a development and disposition agreement (DDA). An example copy of a DDA can be provided to proposers upon request.

Financial Background Review
After final selection, the selected developer and development organization will be required to provide detailed financial statements. Control of sensitive financial documents will be reviewed by an independent agent (e.g., CPA) under attorney client privilege and will not be made public. Further, the selected developer must agree to an “open book” process in which the City can review ongoing financials and assure that there is no inappropriate windfall profit arising from public property.

BOLI Review: Depending on the proposal amount a BOLI review may be necessary to determine if prevailing wages will be required during the construction of the project.

Attachments:
- Exhibit A: Reciprocal Parking Lot Pedestrian and Garbage Area Agreement
RECIPROCAL PARKING LOT, PEDESTRIAN AND GARBAGE AREA EASEMENT AGREEMENT

This RECIPROCAL PARKING LOT, PEDESTRIAN AND GARBAGE AREA EASEMENT AGREEMENT (the "Easement") is made and entered into on __7/11__, 2017, by and between the City of Independence, a municipal corporation of the State of Oregon (City), Lyon Lodge No. 29, a regular and recognized Masonic Lodge (Masons) and the B.P.O. Elks Lodge No. 1950 (Elks). The Masons and Elks are collectively referred to as the "Organizations" and all three Parties are collectively referred to as "Owners" or "Parties," herein.

Recitals:

A. City owns certain real property located to the east of Main Street, Independence, generally known as Lot 7 and 8 of Independence Landing, and as more particularly described on the attached Exhibit A (the "City Property").

B. The Masons own certain real property located at 301 – 319 S. Main Street, Independence, Oregon, as more particularly described on the attached Exhibit B ("Masons Property"). The Elks own certain real property located at 289 S. Main Street, Independence, Oregon, as more particularly described on the attached Exhibit C ("Elks Property"). The Masons Property and the Elks Property are sometimes collectively referred to as the "Organizations' Properties."

C. The Elks and Masons have historically been permitted by City and City's predecessor to use City Property as a back access to the Organizations' Properties.

D. The City is in the process of subdividing City's Property. To satisfy a condition of preliminary subdivision approval, City has agreed to locate, construct and maintain a parking lot on the east of the Organizations' Properties in accordance with Exhibit E, subject to the terms of this agreement. Said parking lot will provide public parking. City also plans to provide: 1) pedestrian access from C Street to Osprey Lane; and 2) an area for garbage storage and collection for the Organizations and those properties located at 211, 215, 223, 227, and 235 Main Street which execute and record a reciprocal easement agreement similar to this agreement (Main Street Properties).

E. The Parties desire to exchange Easements over and across the parking lot and pedestrian area for the purpose of constructing, maintaining and operating the
parking lot and pedestrian ways and for vehicular and pedestrian access to, from and across Owners' Properties.

F. Owners are willing to grant easements to each other and the public as described in this Easement agreement ("Agreement").

Agreements:

In consideration of the foregoing and the mutual covenants of the Parties contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Reciprocal Easements.

1.1. Ingress, Egress and Parking Easement. Each Owner hereby grants and conveys to the other Owners for the benefit of the other Owners, Owners' Property, all future Owners and all present and future occupants, tenants, employees, guests, licensees and invitees and to members of the public, a perpetual, non-exclusive, irrevocable and reciprocal easement over and right to use the parking lot, roads, and driveways now or hereafter located on each Owner's Property, for vehicular parking and ingress and egress to the parking area from all streets or rights-of-way furnishing access to the Organizations and Main Street Properties ("Parking Easements"). The Parking Easements encompass the areas described on Exhibit D and shall be located as shown on Exhibit E, both attached hereto and incorporated herein by this reference.

1.2. Pedestrian Access. Each Owner hereby grants and conveys to the other Owners for the benefit of the other Owners, Owners' Property, all future Owners and all present and future occupants, tenants, employees, guests, licensees and invitees and to members of the public, a perpetual, non-exclusive, irrevocable and reciprocal easement over and right to use the parking lot and pedestrian walkways for purposes of pedestrian ingress and egress in perpetuity and for such other purposes as shall be consistent with pedestrian use of the Easement areas ("Pedestrian Easements"). The Pedestrian Easements encompass the areas described on Exhibit F and shall be located as shown on Exhibit E, both attached hereto and incorporated herein by this reference.

1.3. Utility Easements. The Organizations hereby grant and convey to City, for the benefit of the public, a perpetual, non-exclusive, irrevocable and reciprocal easement in, to, over, under and across its Property for the purpose of permitting the installation, maintenance, repair, replacement, removal and relocation of underground storm sewer lines, sanitary sewer pipes, water and gas mains, electric power lines, telephone lines and other utility lines ("Utility Easements"). The Utility Easements shall encompass the areas described on Exhibit G and shall be located as shown on Exhibit E, both attached hereto and incorporated herein by this reference.
1.4. **Garbage Easement.** The Elks hereby declare, grant and convey to the City for the benefit of the other Owners and Main Street Properties a perpetual, nonexclusive, and irrevocable easement over the Elks Property for the City to locate a 20 x 15 area for garbage storage and collection, to benefit Organization Owners and Main Street Properties ("Garbage Easement"). The Garbage Easement shall be located as approximately shown on Exhibit E.

2. **Temporary Construction Easement.** In connection with any construction work to be performed in the development of the parking lot and pedestrian walkways, each Owner hereby grants the City temporary easements for incidental temporary encroachments onto its Property. The permitted encroachments are those which may occur as a result of the City’s construction, so long as such encroachments are temporary in nature, kept within the reasonable requirements of the construction worksite, and do not interfere with the operation of the Organizations’ Properties. City shall use reasonable and diligent efforts not to unreasonably interfere or impede in the use of Organizations’ Properties or otherwise interfere with Owners’ business activities during construction.

3. **Use: Appurtenant Easement.** All activities on and use of the Easement areas by Owners, as permitted by this Agreement, shall be in compliance with all laws. The Easements granted herein shall be appurtenant to Owners’ Properties for the benefit of Owners, Main Street Properties and the public, with the exception of the Garbage Easement area, which is intended to benefit only Owners and Main Street Properties.

4. **Parking Lot, Pedestrian Access Construction and Maintenance.** City shall have the exclusive right and duty to construct, maintain and repair the parking lot, pedestrian walkways and garbage enclosure to City standards, in accordance with the configuration shown on the attached Exhibit E, at City’s sole expense. Said maintenance and repair includes City, at its own expense, repairing, repaving, restriping, and replacing the markings on the surface of the parking lot as budgeted from time to time and as necessary, to provide for orderly parking of automobiles.

5. **Taxes.** Each Owner shall pay, prior to any penalty attaching thereto, all property taxes, assessments and personal property taxes, if any, imposed upon its property and the improvements located thereon.

6. **Access.** The Organizations shall not install or construct a fence or other barrier anywhere within the Easement area which would obstruct the passage of pedestrian or vehicular travel across the parking lots, driveways or sidewalks, or the installation, maintenance, repair, replacement, removal and relocation of utilities within the Utility Easement. The City shall not limit Organizations’ access to the Parking Easements without prior written approval from the Organizations.

7. **Indemnification.** Each Owner shall indemnify, defend and hold the other Owners (the "Indemnitees") harmless (except for loss or damage resulting from the tortious acts of the Indemnitees) in connection with the loss of life, personal injury and
damage to property arising from or out of any occurrence on the indemnifying Owner's Property (except to the extent arising from the willful misconduct of the Indemnitee being indemnified) or occasioned wholly or in part by any act or omission of said indemnifying Owner, or its occupants, agents, invitees or members of the public.

8. Arbitration. If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, or enforcement of this Agreement, the Parties shall, upon the request of any Party submit such dispute to binding arbitration under the Oregon Uniform Arbitration Act, ORS 36.600 et seq. Arbitration shall be requested by delivering to the other Parties a written request for arbitration. Within five (5) days of receipt of such request, the Parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the presiding judge of the Polk County Circuit Court, upon the request of any Party submitted in accordance with ORS 36.645. If the Parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.

9. Attorney's Fees. If suit, action or arbitration is brought either directly or indirectly to rescind, interpret or enforce the terms of this Agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements.

10. Term. This Agreement shall be perpetual in term.

11. Easements to Run With Land; Binding Effect. The Easements granted herein shall run with the land as to all Property benefited and burdened thereby, including any partition or division of such Property. The rights, covenants, and obligations contained in this Agreement shall bind, burden, and benefit City and the Organizations and their respective successors, assigns, contractors, subcontractors, employees, leasees, licensees, mortgagees, and beneficiaries under any deeds of trust.

12. Entire Easement; Release. This Easement Agreement constitutes all agreements and grants between the Parties relating to the above described Easements, maintenance, rights and duties, and costs allocations. Any prior Agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Easement shall be of no force and effect unless it is in writing and signed by the Parties hereto. Organizations hereby expressly renounce, waive and release any claim either may have beyond the terms of this Agreement to easement rights, prescriptive or otherwise, against any other Party to this Agreement.
13. Notices. Any notice which a Party desires to give to the other shall be in writing and shall be given, with all postage and delivery service charges prepaid, by:
a) Hand-delivery or messenger service; b) Registered or certified mail, return receipt requested; or c) Nationally recognized courier service guaranteeing overnight delivery on the next business day. All notices shall be given to a Party at its address shown below or to such other address as such Party may designate in writing to the other Parties:

If to City:
City of Independence
Attn: City Manager
P.O. Box 7
Independence, OR 97351

If to Masons:
Lyne Lodge #29
C/O Victor Morton
1312 R St
Independence, OR 97351

If to Elks:
B.P.O. Elks
President of the Board of Directors
289 S Main Street
Independence, OR 97351

14. Cooperation. City shall have the right to apply for and obtain all governmental approvals and permits required to construct improvements contemplated by this Agreement, at the City’s expense. Organizations shall cooperate with City in applying for and obtaining such approvals and permits, as needed. Such cooperation shall include, by way of example, prompt execution of applications and similar documents upon the City’s request.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

City:

CITY OF INDEPENDENCE

By:
David Clyne
Title: City Manager
Exhibit A

Elks:

ELKS LODGE
By: Mark AllenJohnson
Mark Johnson
Title: President of the Board of Directors
B.P.O. Elks Lodge 1950

Masons:

MASONS
By: [Signature]
Title: Building Manager

STATE OF OREGON )
) ss.
County of Polk )

Personally appeared the above named Mark Allen Johnson, Owner(s), who acknowledged the foregoing instrument to be by their voluntary act. Before me on this 29th day of June, 2017.

Notary Public for Oregon
My Commission Expires: 10/25/2019

STATE OF OREGON )
) ss.
County of Polk )

Personally appeared the above named Mike Coote, Owner(s), who acknowledged the foregoing instrument to be by their voluntary act. Before me on this 11th day of July, 2017.

Notary Public for Oregon
My Commission Expires: 6/11/18

RE bâtCIAL PARKING LOT, PEDESTRIAN AND GARBAGE AREA
EASEMENT AGREEMENT

Page 6 of 7
Personally appeared the above named **DAVID CLYNE**, Owner(s), who acknowledged the foregoing instrument to by their voluntary act. Before me on this 23rd day of **June**, 2017.

[Signature]

KARIN JOHNSON
Notary Public for Oregon
My Commission Expires: **10/25/2019**
Legal Description For:  
“CITY PROPERTY”

Lots 7 and 8, OSPREY LANDING, as platted and recorded in Volume 15, Page 20, Book of Town Plats for Polk County, Oregon.
EXHIBIT B

Legal Description For:
“Masons Property”

PARCEL I:
That property described in Volume 31, Page 471, Polk County Deed Records, described as follows:
  Beginning at the northwest corner of Lot No. One (1) in Fractional Block No. Four (4) in Henry Hills Town of Independence, Polk County, Oregon; thence running South 47 1/2 feet; thence East 86 feet; thence North 3 1/2 feet; thence West 3.00 feet; thence North 44 feet; thence West 83 feet to the place of beginning, being a part of Lot No. One in said Fractional Block No. 4 in said Town of Independence.
  Also another piece of land described as follows: Beginning at the northeast corner of said Fractional Block No. 4 in Henry Hill’s Town of Independence, Polk County, Oregon; thence running North 49 feet; thence East 100 feet; thence South 49 feet; thence West 92 feet; thence South 30 feet; thence West 8 feet; thence North 35 feet to the place of beginning.

PARCEL II:
That property described in Volume 57, Page 178, Polk County Deed Records, described as follows:
  Beginning at a point 8 feet East and 25 feet South of the S.W. corner of Lot No. 4 in fractional Block No. 3, in Henry Hill’s Town of Independence, Polk County, Oregon, and running thence South 8 feet; thence East 78 feet; thence North 8 feet; thence West 78 feet to the place of beginning, according to the official plats of said Town on file and of record in the County Clerk’s office of said County and State.

PARCEL III:
That property described in Volume 42, Page 126, Polk County Deed Records, described as follows:
  Beginning at a point 47-1/2 feet South of the North west corner of Fractional Block No. (4) four in Henry Hills town of Independence Polk County Oregon; thence running South six and one half inches; thence East 86 feet; thence North six and one half inches; thence West 86 feet to the place of beginning, including the brick wall thereon.

PARCEL IV:
That portion of the vacated Monmouth Street lying East of 1st Street in the City of Independence, Oregon, which inured per Ordinance No. 163, recorded in Volume 55, Page 628, Polk County Deed Records.
EXHIBIT C

Legal Description For:
"ELKS PROPERTY"

PARCEL I:
That property described in Book 175, Page 537, Polk County Deed Records, described as follows:

Beginning at a point which is 8.0 feet East of the northwest corner of Lot 4 in Fractional Block 3 in Henry Hill’s Town of Independence, Polk County, Oregon, and running thence North 6.0 inches to the center line of the south wall of the concrete building now standing on the south side of Lot No. 3 of said Fractional Block 3; and thence running East, following said center line of said wall, 78.0 feet; thence North 6 inches; thence East 100.00 feet; thence South 52.6 feet, more or less, to a point which is 14.4 feet North of the south line, extended, of Lot 4 of said Fractional Block 3, (which point is also in the center line, extended, of the north wall of the Isis Theater Building, now owned by the grantors); thence West following said center line of said north wall 178.00 feet; thence North 51.6 feet, more or less, to the point of beginning.

PARCEL II:
That property described in Book 198, Page 575, Polk County Deed Records, described as follows:

Beginning at a point in the East line of Lot 3, Fractional Block 3, Henry Hill’s Town of Independence, Polk County, Oregon, which is 35 feet South of the Southeast corner of Lot 2 in said block, said point also being on the south line of that tract conveyed to Davis Lee Piper et ux in Book 184, Page 398, Deed Records for Polk County, Oregon; thence running East along the South line of said Piper tract 100 feet to the West line of a tract conveyed to Arthur B. Woods in Book 138, Page 647, Deed Records; thence South on west line of said Woods tract 30 feet, more or less, to the North line of tract conveyed to Independence Lodge No. 1950, BPOE tract in Book 175, Page 537, Deed Records; thence West along the north line of said BPOE tract, 100 feet to the East line of said Lot 3; thence North 30 feet, more or less, to the place of beginning.

PARCEL III:
That property described in BOR 103, Page 1029, Polk County Deed Records, described as follows:

Beginning at a point 8 feet East and 15 feet South of the southwest corner of Lot Two (2), Fractional Block Three (3) Henry Hill’s Town of Independence, Polk County, Oregon; thence South 20 feet; thence East parallel with the South line of said Lot 2 and the Easterly extension thereof, 178 feet; thence North parallel with the West line of said Fractional Block 3, 20 feet; thence West 178 feet to the place of beginning.
Exhibit A

ALSO: Beginning at a point 8 feet East and 15 feet South of the Southwest corner of Lot 2 in Fractional Block 3 in Henry Hill’s Town of Independence, Polk County, Oregon; and running thence North 40 1/2 feet, more or less, to the West end of the center line of a party wall as described and defined in a party wall agreement recorded in Vol. 104, Page 271, of the Deed Records of Polk County, Oregon; thence East, following the center line of said party wall and extension thereof, 178 feet; thence South 40 1/2 feet to a point East of the point of beginning; thence West 178 feet to the point of beginning. SUBJECT TO a party wall agreement, including the terms and provisions thereof, as set forth in Book 104, Page 271, all deed records of Polk County, Oregon.

SAVE AND EXCEPT: Beginning at a point 8 feet East and 35 feet South of the Southwest corner of Lot Two (2), Fractional Block Three (3), Henry Hill’s Town of Independence, Polk County, Oregon; thence East parallel with the South line of said Lot 2, 78 feet; thence North parallel with the West line of said Fractional Block 3, 15 feet; thence West parallel with the South line of said Lot 2, 78 feet; thence South parallel with the West line of said Fractional Block 3, 15 feet to the place of beginning.

PARCEL IV:
That property described in BOR 26, Page 623, Polk County Deed Records, described as follows:
   Beginning at a point that is 8 feet East and 25 feet South of the Southwest corner of Lot 4, Fractional Block 3, Henry Hill’s Town of Independence, Polk County, Oregon; and running thence North 39.4 feet to the center of a party wall as cited in conveyance to BPOE, recorded in Book 175, Page 537, Deed Records; thence East, following said center line of said North wall (Isis Theater building) and the extension of said center line 178 feet to the West line of tract conveyed to Arthur B. Woods in Book 138, Page 647, Deed Records; thence South along the West line of said Woods tract 39.4 feet, more or less, to Southeast corner of tract conveyed to Ross H. Nelson by quitclaim deed recorded in Book 57, Page 177, Records of Polk County, Oregon; thence West, along the South line of said tract recorded in Book 57, Page 177, and the extension thereof, 178 feet to the place of beginning.
Legal Description For:
"PARKING EASEMENT"

A tract of land situated in the northeast one-quarter of Section 28, Township 8 South, Range 4 West of the Willamette Meridian, in the City of Independence, Polk County, Oregon, more particularly described as follows:

Beginning at the Northerly-most northwest corner of Lot 7, OSPREY LANDING, as platted and recorded in Volume 15, Page 20, Book of Town Plats for Polk County, Oregon; and running thence:
North 89°48'20" East 46.33 feet along the north line of said Lot 7;
thence leaving said north line, South 72°14'04" East 40.31 feet to a point on the west right of way line of Osprey Lane to the beginning of a non-tangent curve concave to the Southeast;
thence Southwesterly along the arc of a 178.50-foot radius curve to the left (whose radius point bears South 71°35'33" East and the chord of which bears South 13°46'56" West 28.79 feet) 28.82 feet along said west right of way line;
thence leaving said west right of way line, North 71°02'43" West 30.91 feet to a point of curvature;
thence Northwesterly along the arc of a 38.00-foot radius curve to the left (the chord of which bears North 80°31'21" West 12.51 feet) 12.57 feet to a point of tangency;
thence West 17.70 feet;
thence South 200.32 feet;
thence East 50.93 feet to a point on the aforementioned west right of way line of Osprey Lane and the beginning of a non-tangent curve concave to the Northwest;
thence Southwesterly along the arc of a 171.50-foot radius curve to the right (whose radius point bears North 74°42'51" West and the chord of which bears South 17°09'49" West 11.24 feet) 11.24 feet along said right of way to a point of reverse curve;
thence Southwesterly along the arc of a 228.50-foot radius curve to the left (the chord of which bears South 17°02'24" West 15.96 feet) 15.97 feet along said right of way;
thence leaving said right of way, West 104.94 feet;
thence North 254.17 feet to a point on the south line of Lot 8 in said OSPREY LANDING;
thence North 89°48'20" East 43.42 feet along said south line to the Point of Beginning.
Legal Description For:  
"PEDESTRIAN EASEMENT"

A tract of land situated in the northeast one-quarter of Section 28, Township 8 South, Range 4 West of the Willamette Meridian, in the City of Independence, Polk County, Oregon, more particularly described as follows:

Beginning at a point on the north line of Lot 8, OSPREY LANDING, as platted and recorded in Volume 15, Page 20, Book of Town Plats for Polk County, Oregon, said point being 3.00 feet North 89°48’20” East from the northwest corner of said Lot 8; and running thence:

North 89°48’20” East 16.00 feet said north line;
thence leaving said north line, South 48.45 feet to a point of curvature;
thence Southeasterly along the arc of a 23.00-foot radius curve to the left (the chord of which bears South 22°32’55” East 17.64 feet) 18.10 feet to a point of tangency;
thence South 45°05’50” East 41.83 feet to a point of curvature;
thence Southeasterly along the arc of an 8.00-foot radius curve to the left (the chord of which bears South 67°32’55” East 6.11 feet) 6.27 feet to a point of tangency;
thence East 18.46 feet;
thence South 9.75 feet to a point on the south line of the aforementioned Lot 8;
thence South 89°48’20” West 22.00 feet along said south line;
thence leaving said south line, South 254.17 feet;
thence East 104.94 feet to a point on the west right of way line of Osprey Lane and the beginning of a non-tangent curve concave to the Southeast;
thence Southwesterly along the arc of a 228.50-foot radius curve to the left (whose radius point bears South 74°57’43” East and the chord of which bears South 13°14’05” West 14.38 feet) 14.38 feet along said right of way;
thence leaving said right of way, West 115.15 feet;
thence North 259.13 feet to a point of curvature;
thence Northwesterly along the arc of a 24.00-foot radius curve to the left (the chord of which bears North 22°32’55” West 18.41 feet) 18.89 feet to a point of tangency;
thence North 45°05’50” West 31.73 feet to a point of curvature;
thence Northwesterly along the arc of a 39.00-foot radius curve to the right (the chord of which bears North 22°32’55” West 29.91 feet) 30.70 feet to a point of tangency;
thence North 48.40 feet to the Point of Beginning.
Legal Description For:
"UTILITY EASEMENT"

A tract of land situated in the northeast one-quarter of Section 28, Township 8 South, Range 4 West of the Willamette Meridian, in the City of Independence, Polk County, Oregon, more particularly described as follows:

Beginning at the Northerly-most northwest corner of Lot 7, OSPREY LANDING, as platted and recorded in Volume 15, Page 20, Book of Town Plats for Polk County, Oregon; and running thence:
South 224.82 feet along the west line of said Lot 7 to an angle point thereof;
thence North 89°44′40″ West 56.92 feet along the north line of said Lot 7;
thence leaving said north line, North 215.38 feet to a point of curvature;
thence Northwesterly along the arc of a 24.00-foot radius curve to the left (the chord of which bears North 11°00′00″ West 9.16 feet) 9.22 feet to a point on the south line of Lot 8 in said OSPREY LANDING;
thence North 89°48′20″ East 58.67 feet along said south line to the Point of Beginning.