BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 2020-097

Vacating Public Roads and Alleyways Created By the BURLINGTON Plat, Pursuant to ORS 368.326 to 368.366

The Multnomah County Board of Commissioners Finds:

a. The public roads and alleyways affected by this proposed vacation, were originally created by the plat BURLINGTON, which was recorded on March 24, 1909, in Multnomah County Plat Records, Book 452, Page 59-60.

b. The portion of the public roads and alleyways to be vacated are more particularly described in Exhibit 1, attached hereto. Multnomah County does not maintain nor have plans to develop the portion of public roads or alleyways proposed for vacation.

c. METRO, an Oregon municipal corporation, petitioners, have submitted a petition to vacate a portion of this public road, in compliance with ORS 368.341(3). A copy of the petition is attached to this Resolution as Exhibit 2.

d. As allowed under ORS 368.351, the above referenced petition indicates the owners' approval of the proposed vacation and it contains the acknowledged signatures of owners of 100 percent of private property proposed to be vacated and acknowledged signatures of owners of 100 percent of property abutting public property proposed to be vacated.

e. In addition, the appropriate county road official has filed a written report pursuant to ORS 368.351(1) that contains an assessment that the proposed vacation of public property is in the public interest. The Agenda Placement Request filed in this matter contains the official's report.

f. Pursuant to ORS 368.351, the County may make a determination about this vacation without additional notice and publication required under ORS 368.346.

g. As required under MCC 27.054, the County has received a total of $1265.00 from the petitioner, of which $200.00 applies to feasibility study performed by the County. The remaining $1065.00 will be applied to costs associated with administrating vacation proceeding. The total costs for this vacation, including administrative costs, are $5,844.49. Administrative costs include staff time for research, review, analyses, and document preparation. The balance owed by the petitioners at the date of this hearing is $4,579.49.

h. Upon vacation, the portion of the public road described in said Exhibit 1 will remain subject to the rights of any existing public utility that has improvements located within that former public road.

i. Vacation of the County's right-of-way interest in the portion of public roads and alleyways described in said Exhibit 1 serves the public interest.

The Multnomah County Board of Commissioners Resolves:

1. Subject to the petitioner's payment of all funds due as provided above under MCC 27.054, and the recording of access easements for properties abutting the areas proposed for vacation which are not owned by METRO, the portion of the public roads and alleyways as more particularly described in the Exhibit 1, are vacated as public property, excepting the easement rights any existing utilities may have in the vacated property under ORS Chapter 368.

2. Pursuant to MCC 27.054, the total cost for this vacation proceeding incurred by the County is $5,844.49; and METRO, the petitioner, is directed to pay the remaining amount of $4,579.49 to the County.

3. The Transportation Division of the Department of Community Services will record and file this Resolution in accordance with ORS 368.356(3), only upon receipt of the total amount due under MCC 27.054; as set forth in Resolve Clause No. 2 and upon receipt of copies of recorded access easements as set forth in Resolve Clause No.1.

4. Upon the recording and filing of this Resolution, the County Surveyor will mark the plat, if applicable, as provided under ORS 271.230, and title in the underlying property shall vest as provided under ORS 368.366.

ADOPTED this 12th day of November, 2020.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Deborah Kafoury, Chair

REVIEWED:

JENNY MADOUR, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Courtney Lords, Senior Assistant County Attorney

SUBMITTED BY: Jamie Waltz, Director, Department of Community Services

EXHIBIT 1

LEGAL DESCRIPTIONS

The public rights of way to be vacated can be described with reference to the Burlington Plat (Blocks 1-29 & 36-44 Inclusive), attached hereto, and more particularly as follows:

The portion of platted right of way in Section 20, T2N, R1W, W.M., Multnomah County, Oregon, lying within the Plat of Burlington, described as follows:

A) Claro Avenue, lying southerly from its westerly intersection line with Multnomah Avenue, its entire length;

B) Maduro Drive, lying westerly from its westerly intersection line with Summit Drive (NW McNamee), its entire length;

C) Bonito Drive, lying easterly from its easterly intersection line with Summit Drive (NW McNamee), its entire length;

D) Burlington Drive, lying westerly from its westerly intersection line with Multnomah Avenue, its entire length;

E) Loneta Drive, lying westerly from its westerly intersection line with Multnomah Avenue and easterly from its easterly intersection line with Burlington Drive, its entire length;

F) Inspiration Drive, lying easterly from its easterly intersection line with Burlington Drive and northerly from its easterly intersection line with Bonito Drive, its entire length;

G) Lanoche Drive, lying westerly from its westerly intersection line with Multnomah Avenue, its entire length;

aa) Unnamed alley, lying westerly from its westerly intersection line with Multnomah Avenue and easterly from its easterly intersection line with Bonito Drive, its entire length;

bb) Unnamed alley, lying southerly from its southerly intersection line with Summit Drive (NW McNamee) and northerly from its northerly intersection line with Bonito Drive, its entire length;

cc) Unnamed alley, lying southeasterly from its southerly intersection line with Bonito Drive and northwesterly from its northerly intersection line with Burlington Drive, its entire length;

dd) Unnamed alley, lying westerly from its westerly intersection line with Multnomah Avenue and easterly from its easterly intersection line with Inspiration Drive, its entire length

(this alley may contain a Burlington Water District water line which also may extend across Inspiration Drive – and if vacated, legal access for the line would be through an easement);

ee) Unnamed alley, lying southerly from its southerly intersection line with Inspiration Drive and northerly from its northerly intersection line with Bonito Drive, its entire length;

ff) Unnamed alley, lying southerly from its southerly intersection line with Bonito Drive and northerly from its northerly intersection line with Burlington Drive, its entire length;

gg) Unnamed alley, lying easterly from its southerly intersection line with Burlington Drive and westerly from its westerly intersection line with Bonito Drive, its entire length;

hh) Unnamed alley, lying easterly from its easterly intersection line with Burlington Drive its entire length;

ii) Unnamed alley, lying southeasterly from its southeasterly intersection line with Inspiration Drive and northwesterly from its northwesterly intersection line with Lanoche Drive, its entire length;

jj) Unnamed alley, lying easterly from its easterly intersection line with Bonito Drive and westerly from its westerly intersection line with Lanoche Drive, its entire length.

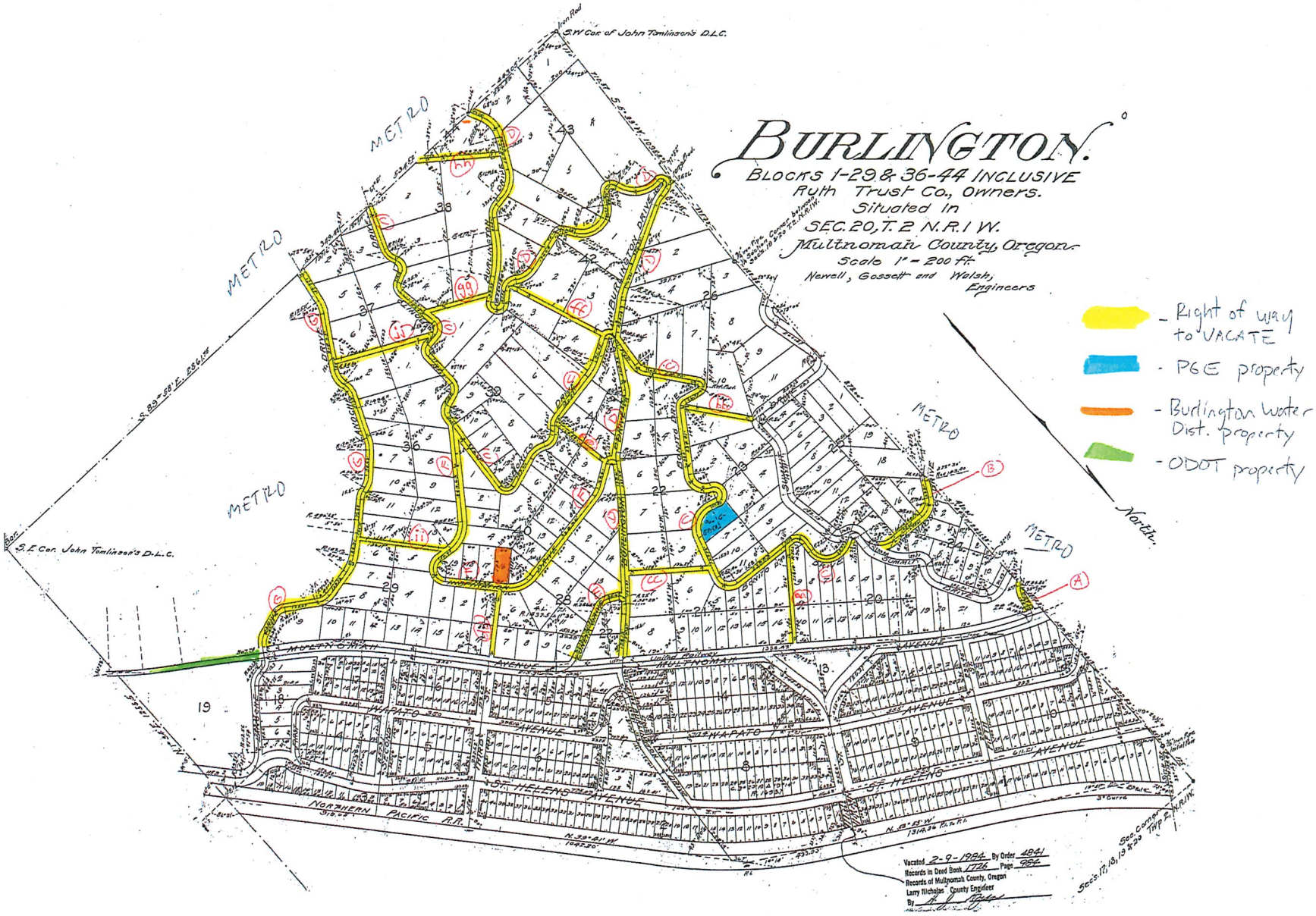
BURLINGTON.
BLOCKS 1-29 & 36-44 INCLUSIVE
Ruth Trust Co., Owners.
Situated in
SEC. 20, T. 2 N. R. 1 W.
Multnomah County, Oregon.
Scale 1" = 200 ft.
Newell, Gossett and Welsh, Engineers
- Right of way to VACATE
- PGE property
- Burlington Water Dist. property
- ODOT property
METRO
North
S.W. Cor. of John Tomlinson's D.L.C.
S.E. Cor. John Tomlinson's D.L.C.
S. 89°-58' E. 836.1'
MOLALLA AVENUE
MULTNOMAH AVENUE
WAPATO AVENUE
ST. HELENS AVENUE
NORTHERN PACIFIC R.R.
N. 39°-41' W. 1042.30'
N. 68°-15' W. 1914.36 ft. to P.T.
Vacated 2-9-1984 By Order 4841
Records in Deed Book 1776 Page 904
Records of Multnomah County, Oregon
Larry Nicholas County Engineer
By

EXHIBIT 2

Metro

Gary Shepherd, Senior Assistant Attorney

600 NE Grand Ave.
Portland, OR 97232-2736
oregonmetro.gov

503-797-1600
Fax: 503-797-1792
gary.shepherd@oregonmetro.gov

May 1, 2019

Multnomah County
Board of County Commissioners
Transportation Division
1620 SE 190th Avenue
Portland, OR 97233

RE: In the Matter of the Vacation of a Portion of Public Right-of-Way within the Plat of Burlington (within the Burlington Creek Forest) in Section 20, Township 2 North, Range 1 West, Willamette Meridian

Dear Multnomah County Transportation Division and Board of County Commissioners:

Pursuant to the procedures set forth in ORS Chapter 368 and Multnomah County Road Rules § 14.000, Metro and the owners of adjacent real property petition and respectfully request that the undeveloped public road right of way, described below, be vacated as dedicated street right of way.

Exhibits attached:

Exhibit 1 Vacation Petition Legal Descriptions and Burlington Plat
Exhibit 2 Multnomah County Preliminary Feasibility Report
Exhibit 3 Aerial map depicting right of way to vacate
Exhibit 4 Title Report
Exhibit 5 Improvement Owners
Exhibit 6 Adjacent Owners
Exhibit 7 Easements
- 7a Portland General Electric Easement
- 7b Burlington Water District Easement
- 7c Bonneville Power Administration Easement
- 7d Friends of Forest Park Easement

Exhibit 8 Consent to Vacation Petition – signatures
- 8a Metro
- 8b Oregon Department of Transportation
- 8c Burlington Water District
- 8d Portland General Electric
- 8e Burlington Plat

Exhibit 9 Multnomah County Vacation Order 92-138

This letter and attachments serve as Metro's official petition to vacate real property. This petition is supported by 100 percent of all the real property owners adjacent to the right of way proposed for vacation.

Pursuant to Multnomah County Road Rules – § 14.000 – the County performed a Preliminary Feasibility Study to evaluate the vacation proposal. The County's study determined the vacation serves the public interest and is consistent with County plans and needs. See Exhibit 2.

A. Legal description of the property proposed for vacation:

Exhibit 1 describes the undeveloped dedicated public right of way proposed for vacation ("the Property"). The Property is commonly referred to as platted right of way in Metro's Burlington Creek Forest.

B. Statement of Reasons the vacation is necessary or appropriate:

The vacation is proposed to allow Metro to manage the entire property for forest uses. This property has been historically managed for timber production, with most of the site, including the county-owned rights of ways, having been clear-cut on more than one occasion.

The public road right of way system affected by the proposed vacation was originally created by the 1909 BURLINGTON subdivision plat recorded in Multnomah County. Exhibit 1 depicts the Burlington Plat with the public right of way intended for vacation highlighted and identified. The roadway rights of way are thirty (30) feet wide, and alley rights of way are fifteen (15) feet wide. The platted ways are entirely within Multnomah County.

As was common at the time, the plat was done without consideration of topographical, riparian, and other geographical site limitations. As a result, only a very small portion of the platted property, specifically that east of the railroad line and adjacent to Highway 30, is developed to support residential uses. The remainder of the platted property, west of the railroad line, remains in commercial forest production, in which the rights of way are undeveloped. Today, only a forest practice road exists on Metro property. The forest road, for the most part, does not align with the public right of way and was never intended as a public road. Attached as Exhibit 3 is an aerial map that depicts the platted right of way and existing forest practices road.

The area served by the platted right of way is zoned Commercial Forest Use (CFU). Except for two small inholdings (one owned by Portland General Electric (PGE) and the other by the Burlington Water District (BWD)), the property is owned by Metro. Metro manages the property for forestry uses. There is no current or expected residential development that would be served by a public road system. The CFU zoning, environmental overlays, and topographical limitations cannot support residential subdivision development.

As an undeveloped platted right of way only, no County money is currently or has been spent on the Property. It is Metro's understanding that the County has no plans to develop the Property, as it serves no County transportation purpose. The costs to develop the rights of way are prohibitive and not warranted by the transportation needs of the community. The County's transportation system and transportation system plans are not adversely impacted by the intended vacation. The rights of way are not needed for any current or foreseeable public purpose.

No landlocked parcels will result from the vacation. Necessary easements for all existing parcels and utilities will be retained or otherwise provided for in conjunction with the vacation.

The vacation will not deprive an owner of a right of access. Metro owns all but two small lots within the platted subdivision; one owned by PGE and the other by BWD. In association with the vacation, both the PGE and BWD properties are and/or will be benefited by an access easement. See Exhibits 7a and 7b. One other property is benefited by recorded access rights over Metro's forest practices road – tax lot 2N1W20C00800 – owned by the Friends of Forest Park. That easement is attached as Exhibit 7d. However, that property is not adjacent to and does not abut the platted right of way and therefore it is not impacted by the vacation.

The vacation will not interfere with existing utility lines located in, above, or adjacent to the area to be vacated. BWD owns water distribution lines that run from their water tower, under Inspiration Drive, and potentially located within the platted right of way that runs downhill to serve residences adjacent to Highway 30. Access to the water district property and easements associated with uses occurring on it are and will be as provided for in easements attached as Exhibit 7b. PGE and Bonneville Power Administration (BPA) maintain a utility corridor supporting overhead transmission lines through the forest. No transmission facilities or towers are located on the right of way. Aerial transmission lines cross over the right of way. The right to locate, maintain and operate are pursuant to easements attached as Exhibits 7a and 7c. Those utility rights are not impacted by the vacation.

In summary, the existing forest practices road provides sufficient access to support uses on Metro property, PGE property, BWD property, and the PGE and BPA easements. Those properties and uses are and/or will be served by easements. A vacation is not removing legal access to those properties or utilities. The entire portion being vacated will remain subject to the rights of any utility that has improvements located within the existing right of way (this sentence can be included as a condition in the vacation order).

C. Submission Requirements:

In compliance with the requirements of ORS 368.341(3) and Multnomah County Road Rules § 14.000 et al., Metro submits the following documents:

1) Legal description of the Property to be vacated (Exhibit 1);
2) Statement of Reasons in support of vacation (above narrative);
3) Title report identifying all persons holding any recorded interest in the Property (Exhibit 4);
4) Names and addresses of all persons owning any improvements constructed on the Property (Exhibit 5);
5) Names and addresses of all persons owning any real property abutting the Property (Exhibit 6);
6) Easements confirming access to real property impacted by the vacation;
    a) PGE property and power line corridor (Exhibit 7a);
    b) Water district property (Exhibit 7b);
    c) BPA power line corridor (Exhibit 7c);
    d) Tax lot 2N1W20C-00800 (Exhibit 7d);
7) Consent to vacation petition signed by 100 percent of the property owners of the land abutting the Property (Metro, PGE, ODOT, and the Burlington Water District) (Exhibit 8); and
8) Payment of $1,065, the fee deposit for the road vacation application.

D. Ownership of vacated property:

Ownership of the property encumbered by the county right of way will vest as provided for by law/ORS 368.366. The right of way centerlines are identified on the plat.

Since right of way depicted in a plat is being vacated, the County surveyor should mark the plat, as has historically occurred, to identify the vacation.

E. Prior vacations in Burlington:

Metro is aware of two prior vacations approved for the Burlington Plat, most recently in Order 92-138. The vacation order legally describes the platted streets as having been vacated in a similar manner as to how Metro has described the proposed vacations in Exhibit 1. A copy of Order 92-138 is attached as Exhibit 9.

F. Action Requested:

In accordance with ORS 368.351, Metro requests that the street vacation be approved by the Multnomah County Board of County Commissioners without the posting and hearing requirements of ORS 368.346. To facilitate this, Metro has complied with ORS 368.351(2) by obtaining the acknowledged signatures of 100 percent of any private property proposed to be vacated and 100 percent of the property owners abutting the public right of way Property proposed to be vacated. See Exhibit 8. Those owners approve of the proposed vacation.

To complete the requirements of ORS 368.351, Metro requests that in accordance with ORS 368.351(1), the County road official file with the County governing body a written

report containing the County road official's assessment that this street/right of way vacation is in the public interest.

Thereafter, Metro respectfully requests, upon review of this matter, to order the vacation of the above described right of way and direct that title to the vacated area revert and vest in accordance with ORS 368.366.

Please contact me at 503-797-1600 or gary.shepherd@oregonmetro.gov if you have any questions or need additional information.

Sincerely,

Gary Shepherd
Office of Metro Attorney

Enclosures

EXHIBIT 1

LEGAL DESCRIPTIONS

The public rights of way to be vacated can be described with reference to the Burlington Plat (Blocks 1-29 & 36-44 Inclusive), attached hereto, and more particularly as follows:

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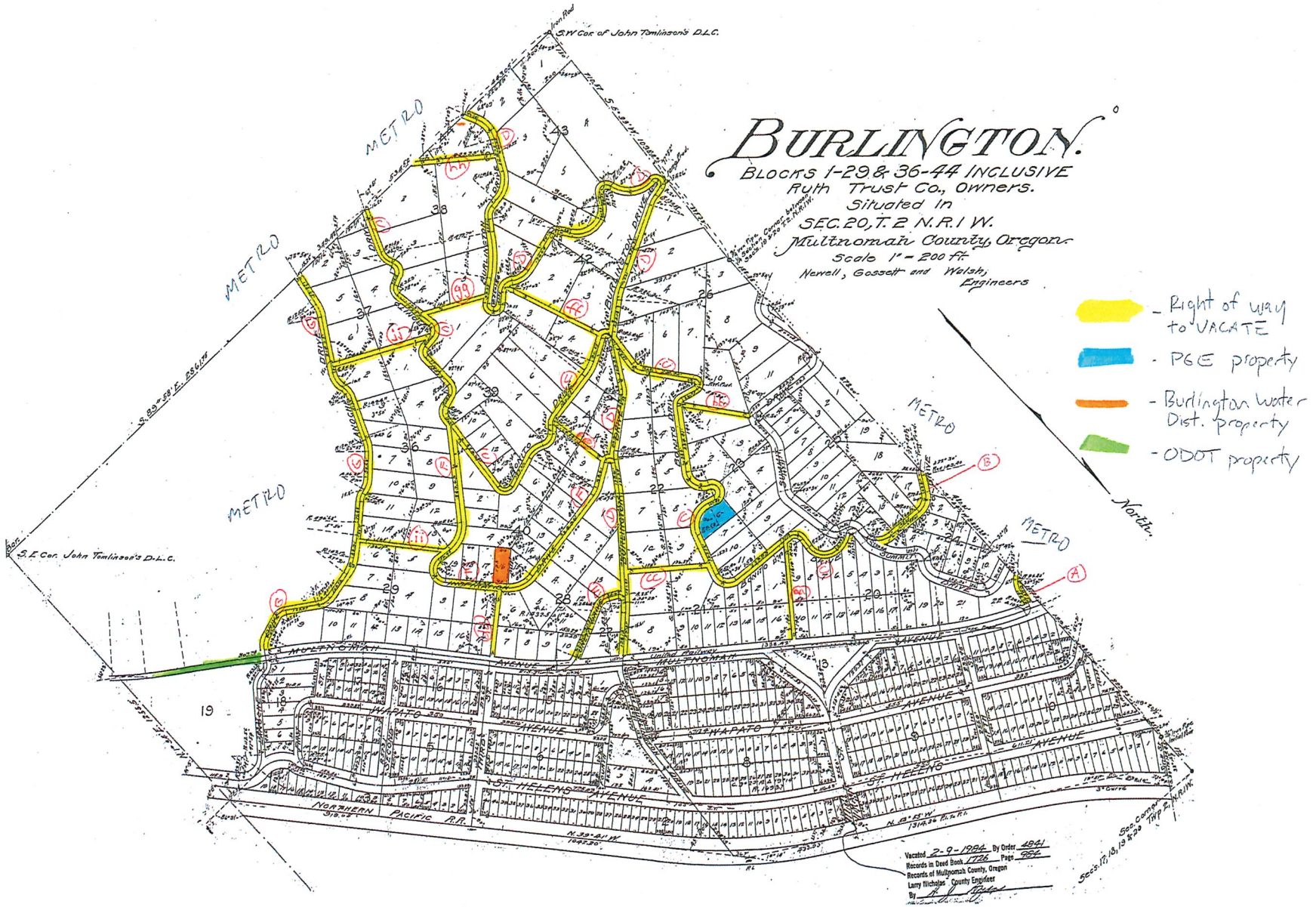
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BLOCKS 1-29 & 36-44 INCLUSIVE
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SEC. 20, T. 2 N. R. 1 W.
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Scale 1" = 200 ft.
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S.W. Cor. of John Tomlinson's D.L.C.
S.E. Cor. John Tomlinson's D.L.C.
METRO
METRO
METRO
METRO
North.
- Right of way to VACATE
- PGE property
- Burlington Water Dist. property
- ODOT property
MOSS-O'HAH AVENUE
WAPATO AVENUE
ST. HELENS AVENUE
NORTHERN PACIFIC R.R.
Vacated 2-9-1984 By Order 4841
Records in Deed Book 1726 Page 884
Records of Multnomah County, Oregon
Larry Nicholas County Engineer
By

KNOW ALL MEN BY THESE PRESENTS, That the Ruth Trust Company, a corporation organized and existing under the laws of the State of Oregon, hereby declared the annexed map to be a true plat of the property owned and laid out by it, known as Burlington, and described as follows :

Beginning at the common section corner between Sections 17, 18, 19 and 20, Township 2 North, Range 1 West Willamette Meridian; thence south on section line 175 feet to point of beginning; thence south 2431.34 feet on section line between 19 and 20, it also being the west line of the John G. Tomlison Donation Land Claim, to 1/4 corner between Section 19 and 20; thence south 1098 feet on said west line of the John G. Tomlison Donation Land Claim to the southwest corner of said Donation Land Claim; thence east on south line of said Donation Land Claim 1342.33 feet to the east line of road designated on filing plat as Lenoche Drive; thence northeasterly following along said east line to a point in the center of the United Railways as now located; thence easterly along said center line to a point on the east line of the said John Tomlison Donation Land Claim; thence north along said east line to the south line of the right of way of the Northern Pacific Railroad as now located and constructed; thence northwesterly along said south line of Right of Way to a point on a line bearing north 34° east from the initial point; thence south 34° west along said line to point of beginning. The lots or tracts are of the dimensions indicated on said plat, and the streets, alleys, drives or roads are of the width and as delineated on said plat, and said Ruth Trust Company do hereby dedicate all streets, alleys, drives and roads within said property and set out on said plat to the use of the public forever as highways, excepting and reserving for itself, its successors and assigns, the right and privilege, but not the exclusive right or privilege, in and to use all said streets and public highways as shown thereon for the purpose of erecting, laying and operating any and all of the following named rights and privileges, to-wit : Any street, tram or railway, any water or gas pipes and mains, any electric wires for any and all purposes to which electricity may be put.

IN WITNESS WHEREOF, the said owner has hereunto set its hand and seal this 23rd day of March, 1909.

Ruth Trust Company (seal)

By O. W. Taylor
General Manager.

(Corp. Seal of Ruth Trust Co.)

A. C. Emmons Secretary.

STATE OF OREGON,)
)ss.
County of Multnomah)

On this twenty-third day of March, 1909, before me appeared O. W. Taylor and A. C. Emmons, both to me personally known, who being duly sworn did say that he, the said O. W. Taylor, is the General Manager, and he, the said A. C. Emmons, is the Secretary of the Ruth Trust Company, the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and said O.W. Taylor and A. C. Emmons acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this the day and year first in this my certificate written.

(Notarial Seal.)

L. Wanless
Notary Public in and for
said County and State.

STATE OF OREGON,)
)ss.
County of Multnomah)

I, the undersigned F. J. Walsh, of the County of Multnomah, State of Oregon, being first duly sworn according to law, depose and say : That I have carefully surveyed and marked with proper stakes and monuments, the lands as represented and shown upon the hereunto annexed map or plat of Burlington, Blocks 1-24 & 36-44 inclusive, situated in Section Twenty (20), Township Two (2) North, Range One (1) West of the Willamette Meridian, in Multnomah County, Oregon.

That at the initial point of the survey of said tract I planted an iron pipe 3/4 inch in diameter and 3 feet long, driven firmly below the surface of the ground; said initial point is south one hundred and seventy-five feet on the section line from the common corner of Sections Seventeen (17), Eighteen (18) Nineteen (19) and Twenty (20), in Township Two (2) North, Range One (1) West of the Willamette Meridian, and is north on said section line eighty-five and 14/100 feet from the intersection of said section line with the center line St. Helen's Avenue, as shown and designated upon said map or plat; the sizes and dimensions of the various blocks, lots and other subdivisions, the widths of the streets, avenues, alleys and thoroughfares, the courses, distances, curves, angles, and variations, are all as shown and designated upon said map or plat.

The figures designating distances upon said map or plat all refer to feet and fractions thereof.

F. J. Walsh.

Subscribed and sworn to before me, this 22nd day of March, 1909.

(Notarial Seal.)

J. O. Stearns
Notary Public for Oregon.

Approved Mch. 24th, 1909. Lionel R. Webster County Judge.

W. L. Lightner County Commissioner.

(Co. Court Seal.) P. G. Barnes County Commissioner.

Attest : F. S. Fields County Clerk.

Approved March 23rd, 1909. B. D. Sigler Assessor.

L. H. Maxwell Deputy.

Taxes from 1901 to 1908 inclusive are "Paid".

R. L. Stevens Sheriff.

S. B. Martin Deputy.

All taxes due- Multnomah County from 1888 to 1901 Paid.

F. S. Fields County Clerk.

By F. G. Wilde Deputy.

Received for Record March 24, 1909, at 11 A. M.

EXHIBIT 2

Department of Community Services
Transportation Division – Road Engineering & Maintenance

Multnomah County

Sept. 19, 2018

Mr. Gary Shepherd
Office of the Metro Attorney
600 N.E. Grand Ave.
Portland, Oregon 97232-2736

RE: Feasibility Study for Vacation of a portion of public property and roads within the plat of Burlington.

Dear Mr. Shepherd:

The Feasibility Study that you requested for the vacation of a portion of the public property and roads within the plat of Burlington has been completed.

Multnomah County Transportation Division supports the proposed vacation with the following conditions:

- Access will need to be preserved or provided to Lots within this subdivision, which are not owned by Metro, as well as any property that has legal access from roads within this subdivision. For example, access will need to be provided to Tax Lot 800 as shown on tax map 2N 1W 20C, and possibly to Tax Lot 400 as shown on tax map 2N 1W 20.

- Assurances that the right of way vacation does not create land-locked parcels without access to public right of way. Please submit a copy of any recorded easement(s), which allow abutting property owner(s) access to their lot, with your Petition.

- Notice of the proposed Vacation of Public Property needs to comply with County Land Use Notice procedures.

- Multnomah County prefers to reserve from this vacation, any public property lying within 40 feet of the legal centerline of any County Road abutting property proposed for vacation.

- Upon completion of the right of way vacation process, Metro will be required to obtain new access permit(s). Access and driveway standards are located in the Multnomah County Design and Construction Manual and apply to any new access point to property within the portion of Burlington affected by this vacation.

- Proof of support from the local fire department with the Petition. (A letter from the fire department is required.)

To pursue the vacation you must submit a petition to the County that complies with the Oregon Revised Statutes 368.341(3). After Transportation receives the completed petition, and a deposit of $1,065.00 (payable to Multnomah County), the Board of County Commissioners will provide for a public hearing, and make the final decision whether this public property is vacated.

Please be advised that all costs associated with processing a vacation petition are the responsibility of the petitioner, vacations are processed as staff time allows, and title to the property being vacated for public purposes shall vest as provided by law.

If you have any further questions or concerns, please do not hesitate to contact me at 503-988-3712.

Sincerely,

Patrick J. Hinds
Permit Specialist
Multnomah County Transportation

EXHIBIT 3

Metro

Burlington Right-of-Ways

map produced: 11/30/2017

0 0.1 0.2 0.3 Miles

taxlots

- Metro
- Burlington Water District (2N1W20BD -03800)
- ODOT (2N1W20 -00500*)
- PG&E (2N1W20BC -01100)

* portion of taxlot

- Forest practices road
- Proposed vacate of right-of-way
- Right-of-way

TICOR TITLE INSURANCE

Policy of Title Insurance

American Land Title Association Owner's Policy (10-17-92)

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, TICOR TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title.
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

This policy shall not be valid or binding until countersigned below by an authorized signatory of the Company.

RECEIVED
FEB - 1 2000
OFFICE OF GENERAL COUNSEL

Issued by:
TICOR TITLE INSURANCE COMPANY
1629 S.W. SALMON STREET
PORTLAND, OR 97205-1787
(503) 224-0550
FAX (503) 219-2212

TICOR TITLE INSURANCE COMPANY

By John Rau President

Attest Paul T. Handy Secretary

Eric A. Moe

Authorized Signatory

Exclusions from Coverage

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on;
   (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
   (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
      (a) to timely record the instrument of transfer; or
      (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

Conditions and Stipulations

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, or in Schedule C if not provided for in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in the applicable Schedule, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever

SCHEDULE A

AMOUNT: $1,800,000.00

DATE: January 20, 2000
At: 10:30 AM

PREMIUM: $5,445.00

POLICY NUMBER: M661705A-RH

1. NAME OF INSURED:

   METRO, a municipal corporation

2. THE ESTATE OR INTEREST IN THE LAND WHICH IS COVERED BY THIS POLICY IS:

   Fee

3. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS VESTED IN:

   METRO, a municipal corporation

4. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

   PARCEL 1: Lots 1 through 5, inclusive, and Lots 12 through 18, inclusive, Block 4; Lots 1 through 12, inclusive, and Lots 15 through 18, inclusive, Block 5; Lots 1, 2, Lots 6 through 19, inclusive, and Lots 25 and 26, Block 6; Lots 1 through 4, inclusive, Block 7; Lots 4 through 9, inclusive, Lots 10 through 14, inclusive and Lots 22 through 25, inclusive, Block 10; Lots 1 through 22, inclusive, Block 11; Lots 1 through 11, inclusive and Lots 13 through 25, inclusive, Block 12, Lots 1 through 3, inclusive, Lots 9 through 14, inclusive, and Lots 16, 24 and 25, Block 15; Lots 1 through 5, inclusive and Lots 14 through 18 inclusive, Block 16; Lots 3 through 12, inclusive, Block 17; Lots 1 through 7, inclusive, Block 18; Block 19; Block 20; Lots 1 through 16, inclusive, Block 21; Lots 1 through 10, inclusive, Block 22; Lots 1 through 5, inclusive, and Lots 7 through 13, Block 23; Lots 1, 2 and Lots 4 through 11, inclusive, Block 24; Lot 8 and Lots 10 through 19, Block 25, inclusive, Block 25; Block 26; Lots 1 and 2, Block 27; Lots 1 through 14, inclusive, Block 28; Lots 1 through 17, inclusive, Block 29, Lots 1 through 14, inclusive, Block 36; Lots 1 through 7, inclusive, Block 37; Lots 1 through 5, inclusive, Block 38; Lots 1 through 13, inclusive, Block 39; Lots 1 through 15, inclusive, and Lots 17 through 19, inclusive, Block 40; Lots 1 through 5, inclusive, Block 41; Lots 1, 2 and 3, Block 42; Lots 1 through 8, inclusive, Block 43; Lots 1 and 2, Block 44; Lots 1 through 16, inclusive, Block 45, except that portion of Lots 6 through 9 taken for the widening of McNamee Road. Lots 1 through 5, inclusive, Block 46; Lots 1 through 6, inclusive, Block 47; Lots 1 through 28, inclusive, Block 48; except that poriton of Lots 1, 8 and 9 taken for the widening

CONTINUED

of McNamee Road. Lots 1 through 43, inclusive, Block 49; Lots 1 through 12, inclusive, Block 50; Lots 1 through 10, inclusive, and Lots 12 and 13, Block 51; Lots 1 through 7, inclusive, Block 52; Lots 1 through 7, inclusive, Block 53; all in BURLINGTON, in the County of Multnomah and State of Oregon;

EXCEPT those portions described in deeds to The State of Oregon, by and through its State Highway Commission, recorded August 23, 1932 in Book 183, page 502 and recorded January 6, 1967 in book 542, page 188.

PARCEL 2: A tract of land in the Northeast one-quarter of Section 19, Township 2 North, Range 1 West, described as follows:

Beginning at the one-quarter corner between Sections 19 and 20, Township 2 North, Range 1 West Willamette Meridian; running thence South 89° 23' West 1233.7 feet to the Southwest corner of Southeast one-quarter of Northeast one-quarter of Section 19; thence North 0° 36' East 1300.2 feet to the Northwest corner of Southeast one-quarter of Northeast one-quarter of Section 19; thence South 89° 20' West on the South line of the Northwest one-quarter of the Northeast one-quarter of Section 19, 538.79 feet to the Southeasterly line of the United Railway Comany's right of way; thence following the Southeasterly and Southerly line of said right of way on a curve to the right of 1287.3 foot radius, 1908.3 feet to the line between Sections 19 and 20; thence South 1° 47' West on said line between Section 19 and 20, 1700.06 feet to the place of beginning.

PARCEL 3: A tract of land described as follows: Beginning at the section corner of 19, 20, 29, 30 in Township 2 North, Range 1 West, this being the Southwest corner of Section 20; thence North 1642.0 feet, to the South line of the John G. Tomlinson Donation Land Claim which is also the South line of Burlington; thence East along South line of said claim, 1,213.04 feet to the East line of Lanoche Drive as platted in plat of Burlington; thence Northeasterly along Easterly line of Lanoche Drive, 1,744.0 feet to the United Railway Company's right of way Westerly boundary; thence Southeasterly along said right of way to point where right of way boundary intersects the South line of Section 20; thence West 4501.95 feet to the Southwest corner of Section 20 to place of beginning;

EXCEPT that portion described in deed to The Friends of Forest Park, an Oregon nonprofit Corporation recorded July 7, 1993 in Book 2719, page 1631, more particularly described as follows:

Beginning at the Southwest corner of said Section 20; thence South 88° 43' 46' East along the South line of said Section 20, 1,455.40 feet to an iron rod; thence North 0° 50' 41" East 308.33 feet to an iron rod; thence North 18° 31' 04" West

CONTINUED

954.64 feet to an iron rod; thence North 89° 38' 15" West 1,226.02 feet to an iron rod on the West line of said Section 20; thence South 3° 21' 00" East along said West line 1191.03 feet to the point of beginning. -----

CONTINUED

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. As disclosed by the tax rolls, the premises herein described have been zoned or classified as forest lands. At any time that said land is disqualified for such use, the property will be subject to additional taxes or penalties and interest pursuant to the provisions of ORS chapter 321.

2. The premises herein described are subject to the easements and the statutory powers, including the power of assessment, of Fire Patrol-Northwest District.

3. Any adverse claim based upon the assertion that said land or any portion thereof is now, or at any time has been below high water mark of the Trout Creek.

4. Reservations, including the terms and provisions thereof, in deed
   From: Ruth Trust Company, an Oregon corporation
   To: W. S. Moore and L. M. Cleek
   Recorded: September 23, 1911
   Book: 548 Page: 443
   Records of Multnomah County, Oregon.
   For: the right to lay and maintain water mains across said property where its general plan for a water system calls for such laying
   Affects: Lot 12, Block 25, Burlington

5. Rights of the public in and to that portion lying within McNamee Road and Summit Drive.

6. Easement, including the terms and provisions thereof,
   From: Highway Home Company, a corporation
   To: State of Oregon
   Recorded: August 23, 1932
   Book: 183 Page: 502
   Records of Multnomah County, Oregon.
   For: slopes
   Affects: areas along the State Highway in various blocks of Burlington

7. Easement(s) as described in Judgment on the Declaration of Taking under Suit No. 430, including the terms and provisions thereof,

CONTINUED

To: United States of America
Recorded: August 17, 1940
Book: 563 Page: 164, as amended by instrument recorded March 3, 1941 in Book 591, page 576 and as also described in Final Judgment recorded December 13, 1941 in Book 654, page 9
Records of Multnomah County, Oregon.
For: electric power transmission lines, telephone and/or telegraph lines, and necessary appurtenances
Affects: a strip of land 100 feet in width in Sections 19 and 20, Township 2 North, Range 1 West except for portion in Lot 12, Block 25, Burlington

8. Danger Tree Rights described in Judgment on Declaration of Taking under Suit No. 733, including the terms and provisions thereof,
To: United States of America
Recorded: May 21, 1941
Book: 608 Page: 503, and as described in order and Final Judgment recorded April 16, 1942 in Book 675, page 557
Records of Multnomah County, Oregon.
Affects: area near and appurtenant to 100 foot wide BPA right of way

9. Easement, including the terms and provisions thereof,
From: H. F. Scritsmier also known as Harold F. Scritsmier and Patricia J. Scritsmier
To: United States of America
Recorded: May 7, 1958
Book: 1896 Page: 467
Records of Multnomah County, Oregon.
For: access roads
Affects: part of Section 20, Township 2 North, Range 1 West

10. Easement, as disclosed in deed, including the terms and provisions thereof,
From: Multnomah County
To: H. F. Scritsmier
Recorded: November 29, 1965
Book: 430 Page: 128
Records of Multnomah County, Oregon.
For: transmission line easement for the benefit of the United States of America
Affects: the Northeasterly part of Lot 12, Block 25, Burlington

11. Access Restrictions, including the terms and provisions thereof, contained in Deed,
From: H. F. Scritsmier and Patricia C. Scritsmier

CONTINUED

To: State of Oregon, by and through its State of Oregon, by and through its State Highway Commission
Recorded: January 6, 1967
Book: 542 Page: 188
Records of Multnomah County, Oregon.
Affects: various portions of blocks in Burlington along the State Highway

12. Easement, including the terms and provisions thereof,
From: H. F. Scritsmier
To: Portland General Electric Company, an Oregon corporation
Recorded: February 11, 1971
Book: 772 Page: 644
Records of Multnomah County, Oregon.
For: electric power transmission lines and appurtenances
Affects: a 250 foot wide strip of land in Sections 19 and 20, Township 2 North, Range 1 West

13. Easement, including the terms and provisions thereof,
From: Agency Creek Management Co., an Oregon corporation
To: The Friends of Forest Park, Oregon non-profit corporation
Recorded: July 7, 1993
Book: 2719 Page: 1645
Records of Multnomah County, Oregon.
For: conservation as defined in said easement
Affects: the property in Sections 19 and 20

14. Easement, including the terms and provisions thereof,
From: Agency Creek Management Co., an Oregon corporation
To: The Friends of Forest Park, Oregon nonprofit corporation
Recorded: July 7, 1993
Book: 2719 Page: 1652
Records of Multnomah County, Oregon.
For: pedestrian hiking trail
Affects: a strip of land in Sections 19 and 20

15. Easement, including the terms and provisions thereof,
From: Agency Creek Management Co., an Oregon corporation
To: The Friends of Forest Park, an Oregon non-profit corporation
Recorded: July 7, 1993
Book: 2719 Page: 1659
Records of Multnomah County, Oregon.
For: hiking trail

CONTINUED

Affects: a strip of land in Sections 19 and 20

16. Easement, including the terms and provisions thereof,
From: Agency Creek Management Co., an Oregon corporation
To: the Friends of Forest Park, an Oregon non-profit corporation
Recorded: July 7, 1993
Book: 2719 Page: 1665
Records of Multnomah County, Oregon.
For: vehicular ingress and egress
Affects: a strip of land in Section 20

17. Rights of the public in and to that portion lying within McNamee Road as described in Order No. 99-60 of the Board of County Commissioners for Multnomah County, recorded April 22, 1999 as Fee No. 99080467.

18. Rights of the public in and to that portion lying within Cornelius Pass Road as may be realigned and as stated on Sheet 1 and drawn on Sheet 6 of survey by Theodore G. Lambert of Stuntzner Engineering and Forestry, LLC dated September 3, 1999, revised November 5, 1999, Job No. 3993031.

19. Rights of the public in and to that portion lying within Burlington Drive and Wapato Drive as drawn on Sheet 9 of survey by Theodore G. Lambert of Stuntzner Engineering and Forestry, LLC dated September 3, 1999, revised November 5, 1999, Job No. 3993031.
Affects: part of Blocks 7 and 15, Burlington, now lying within Co. Rd. No. 2073

20. Any rights, interests or claims which may exist or arise by reason of the following facts shown by survey by Theodore G. Lambert of Stuntzner Engineering and Forestry, LLC dated September 3, 1999, revised November 5, 1999, Job No. 3993031, of said land:

a) Use of roads as noted on Sheet 2 under the section "Agency Creek Interior Road System".

b) Trail as shown on Sheets 3 and 4 across Blocks 39, 40 and 43, Burlington.

c) Foot trail and underground telephone cable as shown on Sheets 4 and 5 across Block 28, Burlington.

d) Utility lines and facilities in and along McNamee Road and Cornelius Pass Road.

CONTINUED

e) Concrete walk and footpath as shown in the "Detail" drawing on Sheet 4 and which lies between the Southeast line of McNamee Road and the South line of the Northeast one-quarter of Section 19.

f) Footpath as shown on Sheet 5 in Northwest portion of Block 23, Burlington.

g) Chain link fence and gate as shown in the "Water Tank Detail" drawing on Sheet 5 in Block 40, Burlington.

h) Cable gate(s) lie within McNamee Road and Summit Road as shown on Sheet 5.

i) Wood shed, hot tub, out-building, lawn and area of usage as shown on Sheet 9 in Lots 1 and 2, Block 6, Burlington.

j) Guy and anchors, overhead telephone and electric lines, and grass area used for parked cars as shown on Sheet 9 in Block 7, Burlington.

k) Underground telephone line as shown on Sheet 9 across Block 15, Burlington. (See Note No. 1 on Sheet 9)

l) 2 inch pipe as shown on Sheet 9 across Block 15, Burlington. (See Note No. 2 on Sheet 9)

m) Lawn/yard, footpath and road or driveway as shown on Sheet 9 across part of Lots 1, 2, 3 and 24, Block 15, Burlington.

n) Gate shown on Sheet 9 along West line of Lot 1, Block 15, Burlington, which lies partly in Burlington Drive.

o) Shed, deck and overhead telephone line as shown on Sheet 10 across part of Lot 6, Block 6, Burlington.

p) Parking and storage as shown on Sheet 10 over part of Lot 13, Block 6, Burlington.

q) Fence and PVC risers as shown on Sheet 10 in Lot 9, Block 15, Burlington.

r) Sand box, rose bed, planter bed, water/pond, lawn and yard, concrete walk, wood steps, potting shed, path, deck and driveway or walkway as shown on Sheet 10 in Lots 14 and 16, Block 15, Burlington.

s) Overhead telephone and electric lines as shown on Sheet 10 across Lot 1, Block 5, Burlington.

CONTINUED

t) Trail, area of usage, dog cage and building materials as shown on Sheet 10 in Lots 5, 14 and 18, Block 16, Burlington.

u) Gravel driveway as shown on Sheet 10 in Lot 5, Block 4, Burlington.

v) Wood shed, yard and area of "activity" as shown on Sheets 10 and 11 in Lots 12 and 13, Block 4, Burlington.

w) Gravel road as shown on Sheets 10 and 11 across Lots 6 and 7, Block 17, Burlington.

x) Gravel road, culvert pipe and sign as shown on Sheet 11 in Lots 1, 2 and 3, Block 18, Burlington.

y) Gravel road as shown on Sheet 11 across Northwesterly corner of Block 19, Burlington.

END OF EXCEPTIONS

requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in applicable Schedule consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and [illegible]lations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is $1,000,000 or less shall be arbitrated at the [illegible]on of either the Company or the insured. All arbitrable matters when the A[illegible]ount of Insurance is in excess of $1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at Ticor Title Insurance Company, Claims Department, P.O. Box 2233, Los Angeles, California 90051.

TICOR TITLE INSURANCE

Policy of Title Insurance

Ticor Title Insurance Company

EXHIBIT 5

NAMES AND ADDRESSES OF ALL PERSONS OWNING ANY IMPROVEMENTS CONSTRUCTED ON THE PROPERTY

1) Metro
600 NE Grand Avenue
Portland, OR 97232

Metro owns the forest practices road that crosses or otherwise follows sections of the platted right of way throughout the forest.

2) Burlington Water District
PO Box 270
St. Helens, OR 97051

Burlington Water District owns water distribution lines that run from a water tower, under Inspiration Drive, and potentially are located within a section of the Property labeled "hh" as they run downhill to serve the residences adjacent to Highway 30. Access to the water district property and easements associated with uses occurring on it are and will be as provided for in attached as Exhibit 7b. The vacation has no impact on access to the water district property. In the event the vacation is permitted, that portion of the right of way described in Exhibit 1 and labeled Inspiration Drive and "hh" will remain subject to rights of the public utility that has improvements located within those former public right of way sections. Exhibit 7b.

3) Portland General Electric
121 SW Salmon Street
Portland, OR 97204

The forest is developed with a Portland General Electric utility corridor supporting overhead transmission lines. However, no utility improvements are constructed on the platted right of way. Utility line corridors run the length of the property. An easement associated with the utility corridor is attached as Exhibit 7a. The vacation has no impact on the power corridor or access to the facilities.

4) Bonneville Power Administration
PO Box 3621
Portland, OR 97208

The forest is developed with a Bonneville Power utility corridor supporting overhead transmission lines. However, no utility improvements are constructed on the platted right of way. Utility line corridors run the length of the property. An easement associated with the utility corridor is attached as Exhibit 7c. The vacation has no impact on the power corridor or access to the facilities.

EXHIBIT 6

NAMES OF ALL PERSONS OWNING PROPERTY ADJACENT TO THE PLATTED RIGHT OF WAY

1) Metro Properties: The vacation would be proposed for the platted right of way that is adjacent or through the following Metro properties:

2N1W19-00500; 2N1W20B-00200; 2N1W20BC-01300; 2N1W20BC-01400; 2N1W20B-00100; 2N1W20BC-00800; 2N1W20BC-01200; 2N1W20BC-01000; 2N1W20BC-00900; 2N1W20B-00500; 2N1W20B-00600; 2N1W20B-00400; 2N1W20B-00300; 2N1W20C-00500; 2N1W20C-00400; 2N1W20C-00100; 2N1W20BD-03700; 2N1W20C-00600; 2N1W20C-00300; 2N1W20C-00200; 2N1W20C-00700; 2N1W20-00400.

The vacation would be proposed for the platted right of way that is adjacent to the following property, owned by others:

2) PGE property: 2N1W20BC-01100 (Plat Block 23, Lot 6) (approximately 200 feet of frontage on platted right of way). PGE consented to the vacation petition;

3) Burlington Water District (BWD) property: 2N1W20BD-03800 (Plat Block 40, Lot 16) (60 feet of frontage on platted right of way). BWD consented to the vacation petition;

4) State of Oregon/ODOT property: 2N1W20-00500. This property is developed with railroad lines and south of the southern end of platted Multnomah Avenue. Metro seeks to vacate Lanoche Drive, west of and which intersects ("Ts") into the Oregon Department of Transportation (ODOT) right of way. Metro is NOT proposing to vacate the railroad right of way or any portion of Multnomah Avenue. ODOT consented to the vacation petition.

BOOK OF RECORDS 2 11 1971

3-61-500B
10C

BOOK 772 PAGE 644 372142

EXHIBIT 7a

ELECTRIC TRANSMISSION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That H. F. SCRITSMIER

(hereinafter called "the Grantors," whether one or more than one), for and in consideration of the payment of the sum of Ten and No/100ths - Dollars ($ 10.00), the receipt of which is hereby acknowledged, hereby grant, sell and convey to Portland General Electric Company, an Oregon Corporation, (hereinafter called "the Grantee"), its successors and assigns, perpetual easement and right of way over, under and across the following described parcel of land situated in Multnomah County, Oregon, being a strip of land xxxx

BOOK OF RECORDS 2 11 1971

STATE OF OREGON
County of Multnomah } ss.

On this 10 day of February, 19 71, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared the within named H. F. Scritsmier

to me known to be the individuals described in and who executed the foregoing instrument, and acknowledge that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this, the day and year in this instrument first written.

Robert P. Sullivan
Notary Public for Oregon

My Commission expires:
March 23, 1971

NOTARY PUBLIC
STATE OF OREGON

STATE OF OREGON
County of ..... } ss.

On this ..... day of ..... 19 ....., before me, the undersigned, a Notary Public in and for said County and State, personally appeared .....

to me known to be the individuals described in the foregoing instrument and who executed the foregoing instrument, and acknowledged that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this, the day and year in this instrument first written.

Notary Public for Oregon

My commission expires:

Issued by Pioneer National Title Insurance Company

BOOK OF RECORDS 2 11 1971

EXHIBIT "A"

A strip of land 250 feet in width, lying and being in the Grantor's lands in Section 20, and part of the John Tomlinson D.L.C. in Section 20, and in Blocks 36, 39, 40, 28, 22, and 23 of the duly recorded PLAT OF BURLINGTON (E 2597), and in Block 25, BURLINGTON, aforesaid, (E 2560), and in Sec. 19 (E 2583) and in Blocks 51 and 53, BURLINGTON, aforesaid, (E 2584) all in T.2N., R.1W., W.M., MULTNOMAH COUNTY, OREGON; (Refer to E2597), the said strip being all of the said lands of the grantor lying between right-of-way boundary lines that extend from the south line of Sec. 20 to the north and south centerline of Sec. 19, the said right-of-way lines being 187.5 feet southwest of and 62.5 feet northeast of, measured at right angles to, and parallel with a centerline described as: Beginning at a point on the south line of Sec. 20, that bears S 89°48'36" W 1468.99 feet from the monument marking the corner common to Sections 20, 21, 28 and 29, T2N, R1W, W.M., said point also being on the centerline of Portland General Electric Company's transmission line right-of-way; THENCE, from said beginning over, under, upon and across the grantor's lands along the located, surveyed and staked aforesaid centerline the following, N 43°00'41" W 4908.85 feet, more or less, to an angle point upon Lot 8, Block 23, BURLINGTON; THENCE, N 58°36'20" W 59.46 feet, more or less, to a point on the southeast right-of-way line of County Rd. No. 399 (McManus Rd; Summit Drive) the last said point being southwesterly on said right-of-way 9.84 feet, more or less, from the northwest corner of Lot 8, Block 23. The foregoing described portion includes all of Lots 7, 8, 9 and 10 and approximately one-half of Lots 5, 6, 11 and 12, Block 36; and Lot 13, and approximately 3/4 of Lot 12, and 1/4 of Lot 11, Block 39, and Lots 1, 2, 5, 6, 7, 9, 10 and approximately 1/2 of 8 and 3/4 of 11, Block 40, and approximately 1/2 of Lot 1, Block 28, and Lots 5, 6, and approximately 1/2 of 7, 8 and 1/4 of 3 and 4, Block 22, and Lots 4, 5, and approximately 3/4 of 2, 1/2 of 3, 3/4 of 8 and 1/2

Approved As To Description
Eng. Dept.

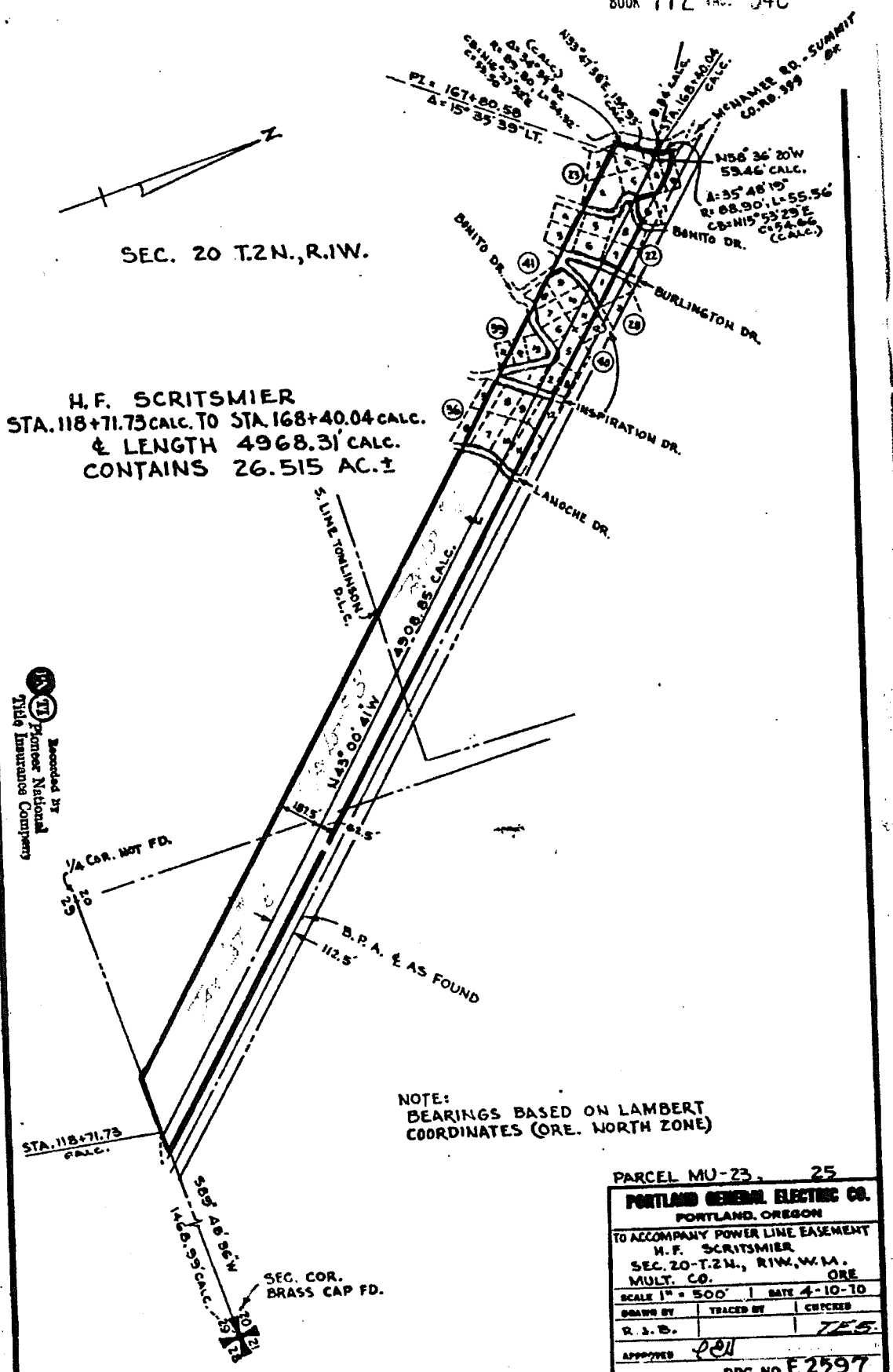
Recorded By
Pioneer National
Title Insurance Company

BOOK OF RECORDS 2 11 1971

of 9, Block 23; THENCE, (Refer to E 2560) from the aforesaid point on the southeast right of way line of County Rd. No. 399, continuing N 58°36'20" W 50.04 feet to a point on the northwesterly side of said road said point being N 33°47'38" E 36.40 feet more or less from the northeast corner of Lot 8, Block 25, Burlington; THENCE, continuing N 58°36'20" W 466.31 feet to a point on the Section line between Sections 20 and 19 from which the section corner common to Sections 17, 18, 19 and 20 bears N 3°24'44" E 1580.08 feet, more or less. The foregoing described portion includes Lots 8, 10, 18, 5/6 of 11, and 19, 1/2 of 12, 1/3 of 16 and 1/6of 17; THENCE, (Refer to E 2583 continuing N 58°36'20" W 1373.64 feet, more or less to the southerly right-of-way of the United Ry. Co's Vernonia Branch; THENCE, (Refer to E 2584) continuing N 58°36'20" W 62.89 feet to the centerline of said Ry. Co., and continuing 49.55 feet to the northerly line of said right-of-way; THENCE, continuing N 58°36'20" W 1423.21 feet to a point on the north and south centerline of Sec. 19, said point bearing S 00°57'05" W 102.09 feet from the monument marking the 1/4 corner between Sections 18 and 19, T2N, R1W, W.M. The foregoing described portion includes 1/3 of Lot 10, 1/2 of Lot 9, 3/4 of Lot 8, 1/2 of Lot 7, 1/8 of Lot 6, Block 51, AND, 1/2 of Lot 5, Lot 4, and 1/2 of Lot 3, Block 53 BURLINGTON aforesaid. EXCEPTING FROM the above described the portions thereof lying and being within public streets and roads and Ry Co. right-of-way. The herein described strip is shown outlined in red on prints of Portland General Electric Company drawings numbers E 2597, E 2560, E 2583, and E 2584 which said prints are by reference thereto for purposes of description made a part hereof.

Recorded by Pioneer National Title Insurance Company

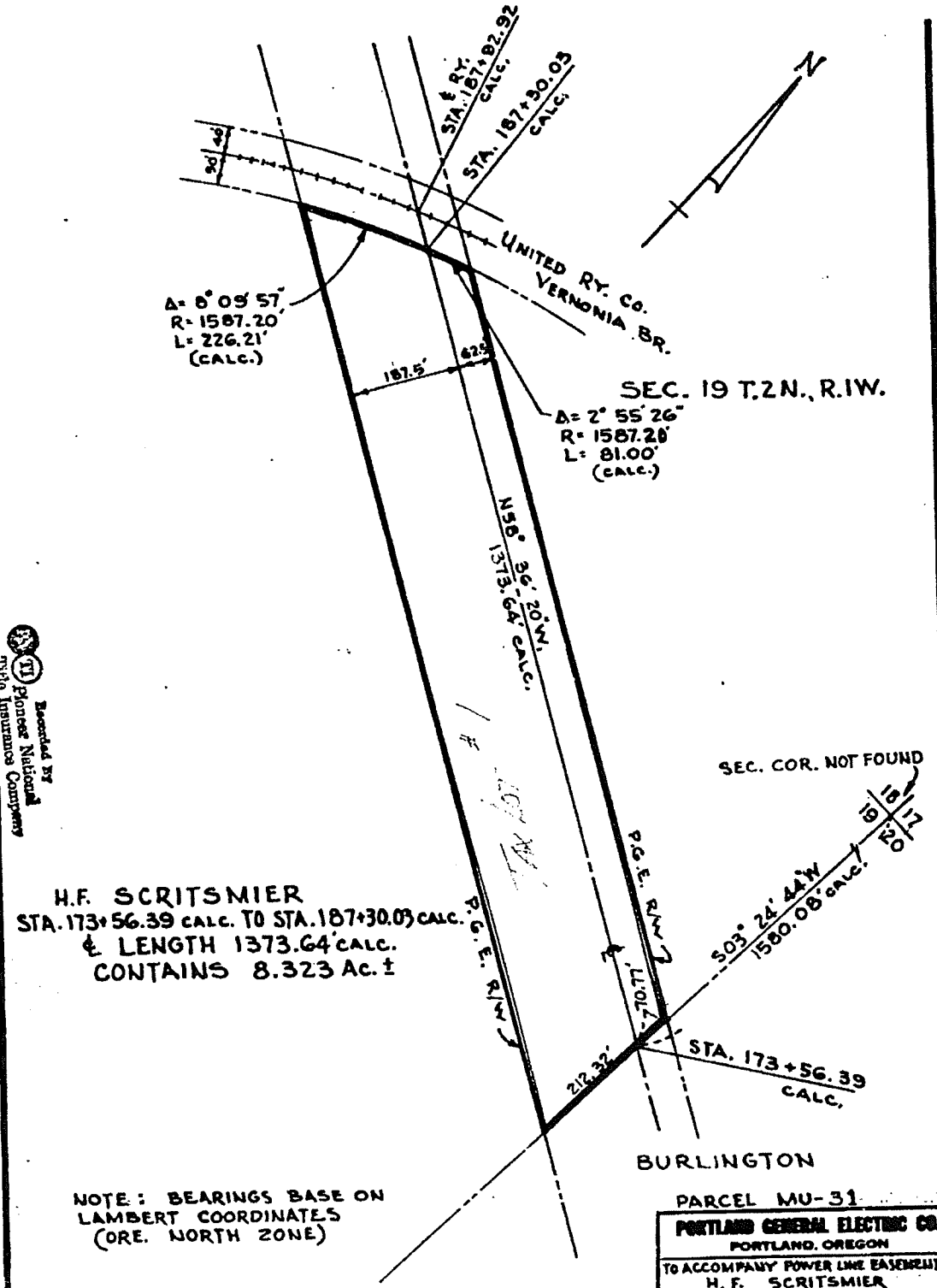
BOOK OF RECORDS 2 11 1971



PARCEL MU-23, 25

PORTLAND GENERAL ELECTRIC CO. PORTLAND, OREGON		
TO ACCOMPANY POWER LINE EASEMENT H.F. SCRITSMIER SEC. 20-T.2N., R1W., W.M. MULT. CO. ORE		
SCALE 1" = 500'	DATE 4-10-70	
DRAWN BY R.J.B.	TRACED BY	CHECKED T.E.S.
APPROVED P.O.M.		DRG. NO. E 2597

BOOK OF RECORDS 2 11 1971



Recorded by Pioneer National Title Insurance Company

H.F. SCRITSMIER
STA. 173+56.39 CALC. TO STA. 187+30.03 CALC.
& LENGTH 1373.64' CALC.
CONTAINS 8.323 Ac. ±

NOTE: BEARINGS BASE ON LAMBERT COORDINATES (ORE. NORTH ZONE)

PETTIJOHN ENGINEERING CO., INC.
282-0901 4145 N. E. CULLY BLVD.
PORTLAND, OREGON 97218

PARCEL MU-31

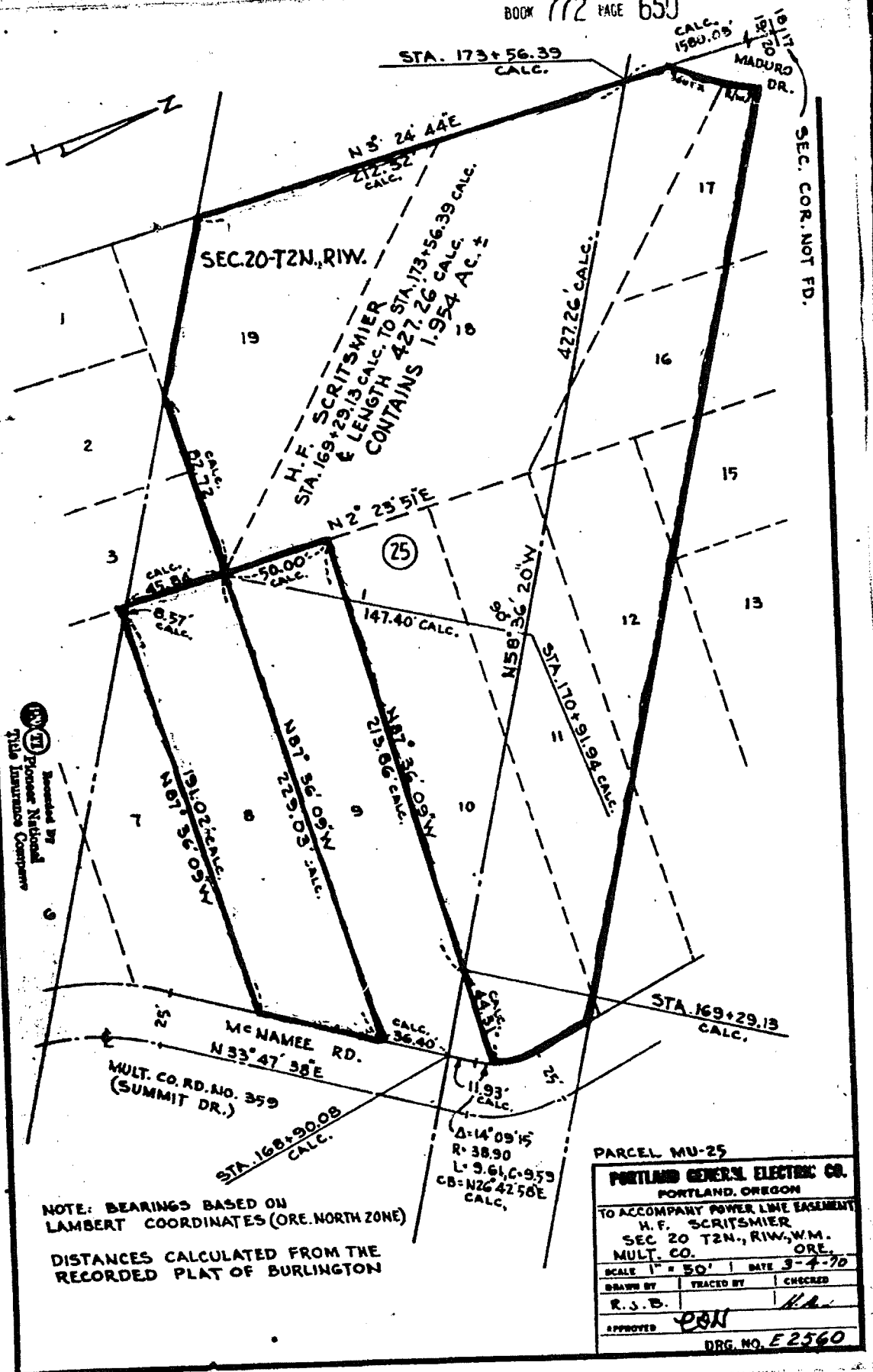
PORTLAND GENERAL ELECTRIC CO.
PORTLAND, OREGON

TO ACCOMPANY POWER LINE EASEMENT
H. F. SCRITSMIER
SEC. 19 - T2 N., R1W., W.M.
MULT. CO. ORE.

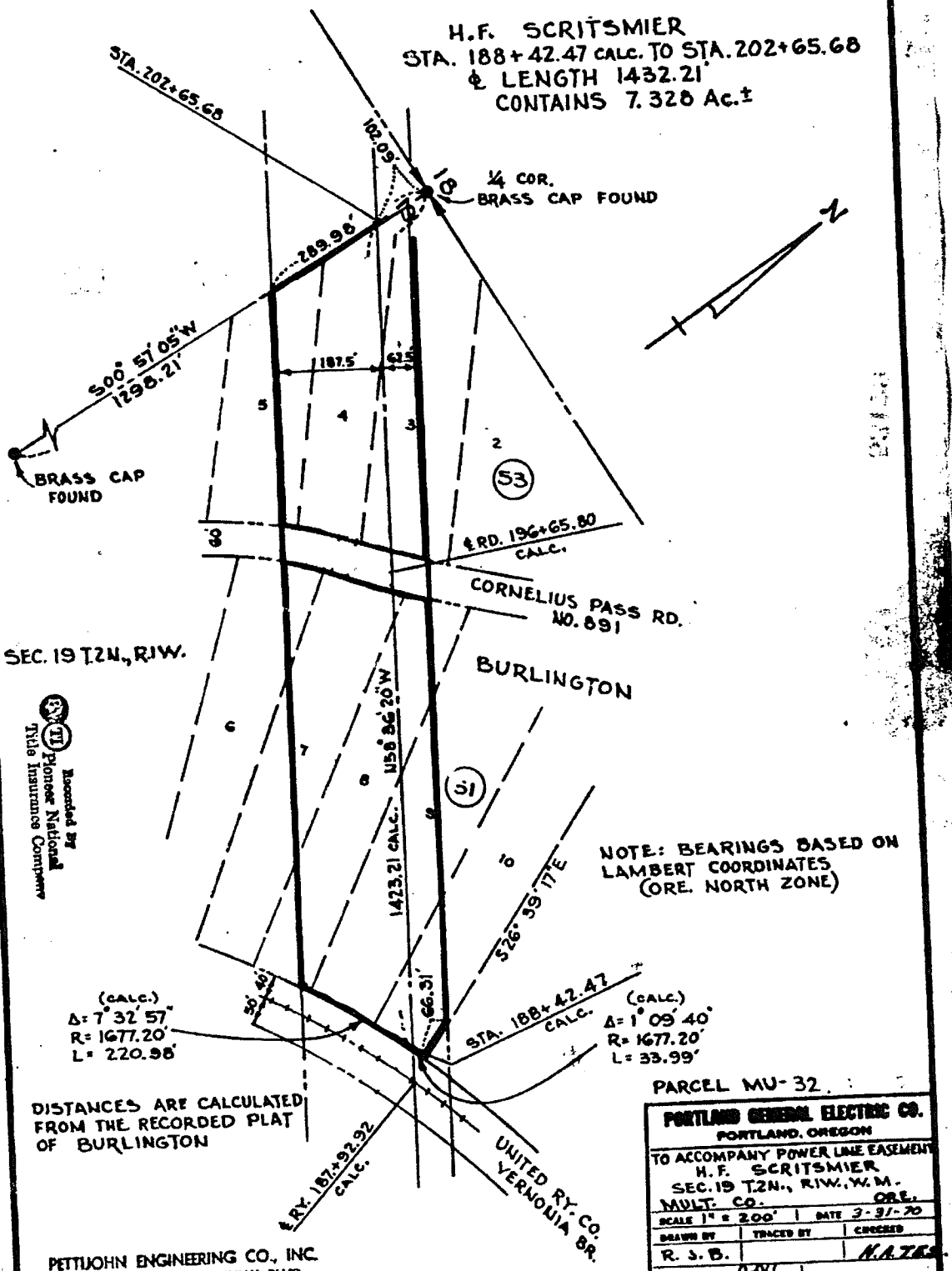
SCALE 1" = 200'	DATE 3-21-70
DRAWN BY R.S.B.	TRACED BY	CHECKED ATE
APPROVED RCW	APPROVED

DRG. NO. E 2555

BOOK OF RECORDS 2 11 1971



BOOK OF RECORDS 2 11 1971



BOOK OF RECORDS 2 11 1971

53179

STATE OF OREGON)
) ss.
Multnomah County)

I, JOHN D. WELDON, Director, Department of Records and Elections and Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recorded in the record of Deeds of said County at

FEB 11 3 50 PM '71

JOHN D. WELDON
DIR REC. & ELEC.
MULTNOMAH CO., OREGON

In Book 772 On Page 644

Witness my hand and seal of office affixed.

JOHN D. WELDON, Director,
Department of Records and
Elections.

By E White
Deputy.

Rec-17

BOOK 772 PAGE 652

Portland
621 S.W. Alder St.
Portland, Oregon
Attn: Ms. Sullivan
12.00

EXHIBIT 7b

Multnomah County Official Records
R Weldon, Deputy Clerk

2013-129773

09/26/2013 09:45:04 AM

1R-EASEMT Pgs=9 Stn=1 ATAAH
$45.00 $11.00 $10.00 $15.00

$81.00

CHICAGO TITLE acco 100913-18

GRANTOR: **METRO**
600 NE Grand Avenue
Portland, OR 97232-2736

GRANTEE: **THE BURLINGTON WATER DISTRICT**
P.O. Box 270
St. Helens, OR 97051

Until a change is requested, all tax statements should be sent to:
METRO
600 NE Grand Avenue
Portland, OR 97232-2736

After Recording Return to:
The Burlington Water District
P.O. Box 270
St. Helens, OR 97051

PERMANENT WATER RESERVOIR EASEMENT

METRO, a municipal corporation and political subdivision of the State of Oregon ("Metro"), for good and valuable non-monetary consideration, the receipt and sufficiency of which is hereby acknowledged, does grant to THE BURLINGTON WATER DISTRICT, a municipal water district organized under ORS Chapter 264 ("Grantee"), an appurtenant Easement for the purposes outlined in this instrument over Easements 1 and 2, fully described in Exhibit A and depicted in Exhibit B-1 and B-2, attached hereto and made a part hereof ("Easement Area(s)").

1. EASEMENT AREA 1 RIGHTS GRANTED. Metro hereby grants to Grantee the right, subject to the terms of this Easement, to access, construct, install, operate, maintain and repair a potable water reservoir tank and appurtenances on Easement Area 1, in accord with Exhibit B-1. The rights granted over Easement Area 1 shall be an exclusive easement, except as otherwise set forth in this instrument. Subject to the requirements of Section 4 below, Grantee shall have the right to cut and keep clear, all trees, brush and other obstructions on Easement Area 1 that may in the Grantee's opinion endanger, hinder or conflict with the construction, operation, maintenance, repair and authorized use of Easement Area 1 by Grantee.

2. EASEMENT AREA 2 RIGHTS GRANTED. Metro hereby grants to Grantee the right, subject to the terms of this Easement, of access for vehicles and equipment over Easement Area 2 for the purpose of constructing, installing, operating, maintaining and repairing the above set forth water reservoir tank and appurtenances on Tax Lot 16, Block 40, Township 2 North, Range 1 West, Willamette Meridian (the "Grantee Property") and on Easement Area 1, in accord with Exhibit B-2. The rights granted over Easement Area 2 shall be non-exclusive. Included are the rights to grade and gravel a road, maintain said road by controlling erosion and the growth of foliage, and replace culverts if needed. In accord with Section 4 below, Grantee shall have the

right to cut and keep clear, all overhanging trees and brush that may in the Grantee's reasonable determination, hinder or conflict with the authorized use of Easement Area 2 by Grantee.

3. LIMITATIONS. Except as specifically authorized by this Easement, no other use may be made of the Easement Areas without the prior written approval of Metro. Except for fuel and lubricants stored within equipment necessary and incidental to the authorized use of the Easement pursuant to this Easement, no Hazardous Substances may be used, handled, stored or transported on, to or from the Easement. Under no circumstances shall any use be made of, or conduct occur on, the Easement which would cause the Easement, or any part thereof, to be deemed a hazardous waste treatment, storage, or disposal facility requiring a permit, interim status, or any other special authorization under any Environmental Law.

4. CONSIDERATION. The consideration for this grant shall consist of non-cash consideration hereby acknowledged, including the agreement by Grantee to plant all undeveloped disturbed areas with native vegetation in accord with the Planting Plan set forth in Exhibit C, and as set forth below. Grantor acknowledges that the Grantee has informed them of the right to an appraisal, offer and compensation and the Grantor agrees to waive these rights in light of other compensation.

5. SURFACE DAMAGES. Grantee shall repair and restore all damages to Metro's real and/or personal property improvements caused by the construction, installation, operation, maintenance, repair or removal of Grantee's improvements in the Easement Areas or, in the event that the damages relate to removal of native vegetation, landscaping or landscaping material, Grantee shall restore the vegetation and landscaping to equal or better condition and size than existed prior to such installation. Grantee shall perform any work in the Easement Areas in a prompt and workmanlike manner. If in Grantee's opinion, native vegetation must be removed because it endangers, hinders or conflicts with Grantee's right of use hereunder, Grantee shall remove it, and replace and replant said vegetation in a mutually agreed upon alternative location.

6. RELEASE OF LIABILITY. By granting this Easement, Metro assumes no liability or responsibility for the costs of any installation made by Grantee in the Easement Areas, and is hereby released from all liability for personal injury or damages to any improvements, utilities, or systems installed in the Easement Area caused by members of the public and other third parties entering on the Easement Areas with or without the consent of Metro, except to the extent such liability for injury or damages is caused by an intentional or negligent act or omission of Metro, its officers, employees, agents, or contractors acting within the scope of their employment or duties.

7. INDEMNITY. To the maximum extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Grantee shall fully indemnify, hold harmless, and defend Metro, its officers, and employees from and against all actual or alleged claims, actions, demands, judgments, damages, and all costs, expenses and fees incidental to the investigation and defense thereof, including, but not limited to attorney, accountant, paralegal and expert fees based upon or arising out of: 1) an intentional or negligent act or omission of Grantee, its officers, employees, agents, invitees, contractors or subcontractors acting within the scope of their

employment or duties occurring on the Easement Area; 2) the installation, construction, maintenance or operation of any improvements, utilities, or other systems installed in the Easement Area; and 3) any breach, violation or failure to perform any of Grantee's obligations under this Easement.

8. ENVIRONMENTAL INDEMNITY. To the maximum extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Grantee shall fully indemnify, hold harmless, and defend Metro, its officers, and employees from and against the cost of any necessary or required sampling, testing, study, remediation, cleanup or monitoring and against all actual or alleged claims, actions, demands, judgments, damages, and all costs, expenses and fees incidental to the investigation and defense thereof, including, but not limited to attorney, accountant, paralegal and expert fees, based upon or arising out of the release, disposal, generation or transport onto or from the Easement Area or adjoining Metro property by Grantee, its employees, officers, agents and contractors of Hazardous or Toxic Materials or Substances, as those terms are defined in ORS 465 and 466, as amended, the Resource Conservation and Recovery Act ("RCRA"), the Toxic Substances Control Act ("TSCA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended, 42 USC § 960 et seq., or any other federal, state or local law ordinance, rule or regulation pertaining to the protection of the environment. Provided, however, that by accepting this Easement, Grantee is not accepting liability for any preexisting release of hazardous substances onto or from the Easement Area, and Metro is not attempting to convey any such liability nor is Grantee accepting liability for any release of hazardous substances onto or from the Easement Area caused or committed by third parties not set forth above through no fault of Grantee.

9. TERM AND TERMINATION; RIGHT OF RE-ENTRY. This Easement shall be perpetual, but may be terminated by mutual written agreement. It is granted on the express condition that the Grantee use the Easement Areas solely for the purposes stated in Sections 1 and 2, above. In the event the Grantee uses the Easement for another purpose or fails to use the Easement Areas for a continuous period of one (1) year at any time after the initial installation(s) authorized by this Easement, then Metro may re-enter and terminate this Easement. Within ninety (90) days from the date of written notice from Metro upon non-continuous use for the one (1) year period or upon mutual termination of this Easement, the Grantee shall remove any installation from the Easement Area, restore the land to a grade consistent with the surrounding area, said restoration to be at Grantee's sole cost as directed by and to the satisfaction of Metro, and deliver to Metro a recordable document or documents sufficient to remove this Easement as an encumbrance on the Easement Areas.

10. RESERVATIONS. Metro reserves the right to use and enjoy Easement Area 2, but such use shall not hinder, conflict or interfere with Grantee's surface rights hereunder.

11. COVENANTS. The rights granted herein are covenants running with the land and shall be binding upon Metro, its successors and assigns in perpetuity, except as otherwise set forth herein. Grantee covenants and agrees to maintain and repair all improvements, utilities and systems installed within the Easement Area by Grantee. Grantee covenants and agrees that, in the conduct of any and all of its activities and operations thereunder, it will comply strictly with all present and future rules and regulations of all federal, state, and local government bodies having jurisdiction over the construction activities occurring within the Easement Area and if

applicable, on adjacent real property owned by Metro.

12. SURVIVAL. The rights and obligations set forth in Sections 5, 6 and 7 shall survive mutual termination of this Easement or termination and re-entry by Metro for non-use.

Metro represents and warrants that it is the owner of the Easement Area having the full right and power to grant the rights provided in this Easement, subject to liens and encumbrances of record as of the date of execution set forth below.

THIS EASEMENT is executed this 27th day of August, 2013.

METRO, GRANTOR

By: _____
Name: Martha J. Bennett
Title: Chief Operating Officer

THE BURLINGTON WATER DISTRICT, GRANTEE

By: _____
Name: Jeffrey Lee
Title: Board Chair

State of Oregon)
ss.
County of Multnomah)

On this 27th day of August, 2013, before me Jodi Wacenske, the undersigned Notary Public, personally appeared Martha J. Bennett, as Chief Operating Officer of Metro, a municipal corporation, personally known to me (or proved to be on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that she executed it.

_____
My commission expires: 11/15/15

OFFICIAL SEAL
JODI L WACENSKE
NOTARY PUBLIC - OREGON
COMMISSION NO. 463599
MY COMMISSION EXPIRES NOVEMBER 15, 2015

ACCEPTANCE

THIS EASEMENT is hereby accepted this 22 day of August 2013.

THE BURLINGTON WATER DISTRICT, GRANTEE

By: _____
Name: Jeffrey Kee
Title: Board Chair

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on the 22 day of August 2013 by Jeffrey Kee, the Board Chair of the Burlington Water District.

_____
NOTARY PUBLIC FOR OREGON
My Commission Expires: Aug 19, 2016

OFFICIAL SEAL
MARY K WISE
NOTARY PUBLIC - OREGON
COMMISSION NO. 471017
MY COMMISSION EXPIRES AUGUST 19, 2016

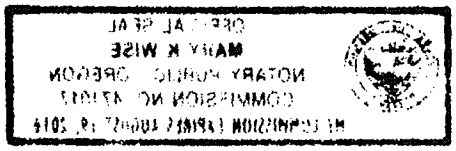

OFFICIAL SEAL
MARY K WISE
NOTARY PUBLIC - OREGON
COMMISSION NO. 472012
MY COMMISSION EXPIRES OCTOBER 19, 2014

EXHIBIT A
Metes and Bounds Description of Easement Areas

EASEMENT DESCRIPTION – BURLINGTON RESERVOIR SITE AND ACCESS

In the Northwest ¼ of Section 20, T.2.N., R.I.W., W.M., Multnomah County, Oregon:

EASEMENT 1

Beginning at the most easterly corner of Lot 16, Block 40, Burlington Plat; thence Northerly along the west right-of-way of Inspiration Drive, a distance of 80.2 feet to a point on said right-of-way; thence, S 48° 42' 36" W, parallel with and 20 feet from the most northerly boundary of said Lot 16, a distance of 102.3 feet to a point; thence S 14° 59' 09" W, a distance of 36.0 feet to the most westerly corner of said Lot 16; thence, S 41° 22' 13" E, a distance of 60.0 feet to the most southerly comer of said Lot 16; thence N 82° 11' 41" E, a distance of 36.0 feet to a point; thence, N 48° 41' 48" E, parallel with and 20 feet from the most southerly boundary of said Lot 16, a distance of 105 feet more or less to a point on the westerly right-of-way of NW Inspiration Drive; thence, N 41° 21' 31" W, a distance of 20 feet to the Point of Beginning and excluding Lot 16, Block 40, Burlington Plat.

The area encompassed within Easement 1 is 0.11 acres.

EASEMENT 2

Beginning at the most easterly corner of Lot 16, Block 40, Burlington Plat; thence S 48° 41' 48" W, a distance of 76.5 feet to a point on the south line of said lot 16; said point being the True Point of Beginning of the centerline of a 16-foot Roadway Easement for access / egress from said lot 16. Thence S 41° 22' 13" E, a distance of 30 feet to a point of curve right; radius of 160.0 feet, intersecting angle 49° 43' 47" and length of 138.87 feet to a point; thence N 72° 17' 49" E, a distance of 45.21 feet to a point of curve left; radius of 90.0 feet, intersecting angle of 60° 23' 49" and a distance of 95 feet more or less to the west right-of-way line of NW Inspiration Drive; and excepting the area within the right-of-way of NW Inspiration Drive.

The area encompassed within Easement 2 is 0.08 acres.

EXHIBIT B-1
Depiction of Easement 1 Area

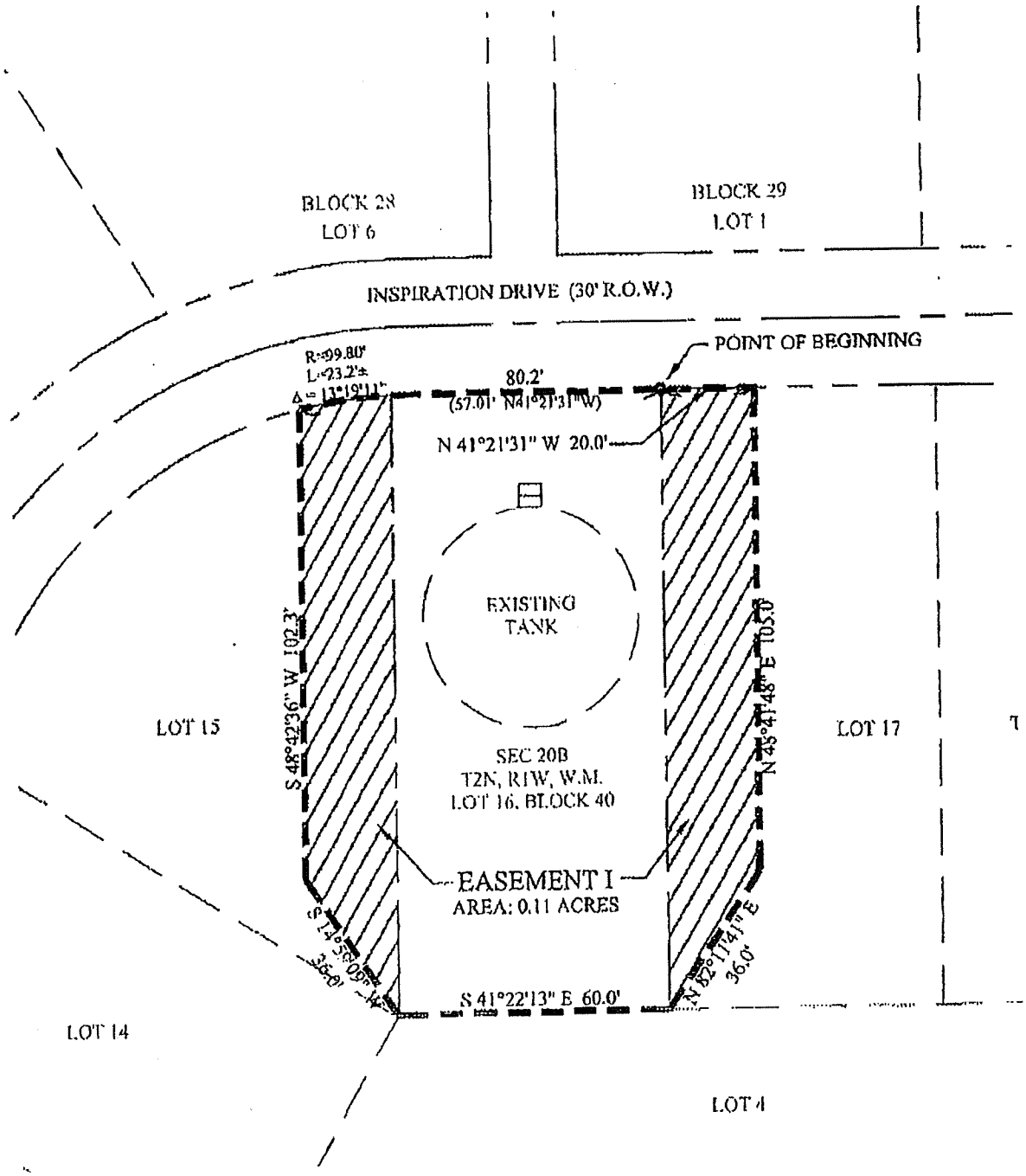


EXHIBIT B-2
Depiction of Easement 2 Area

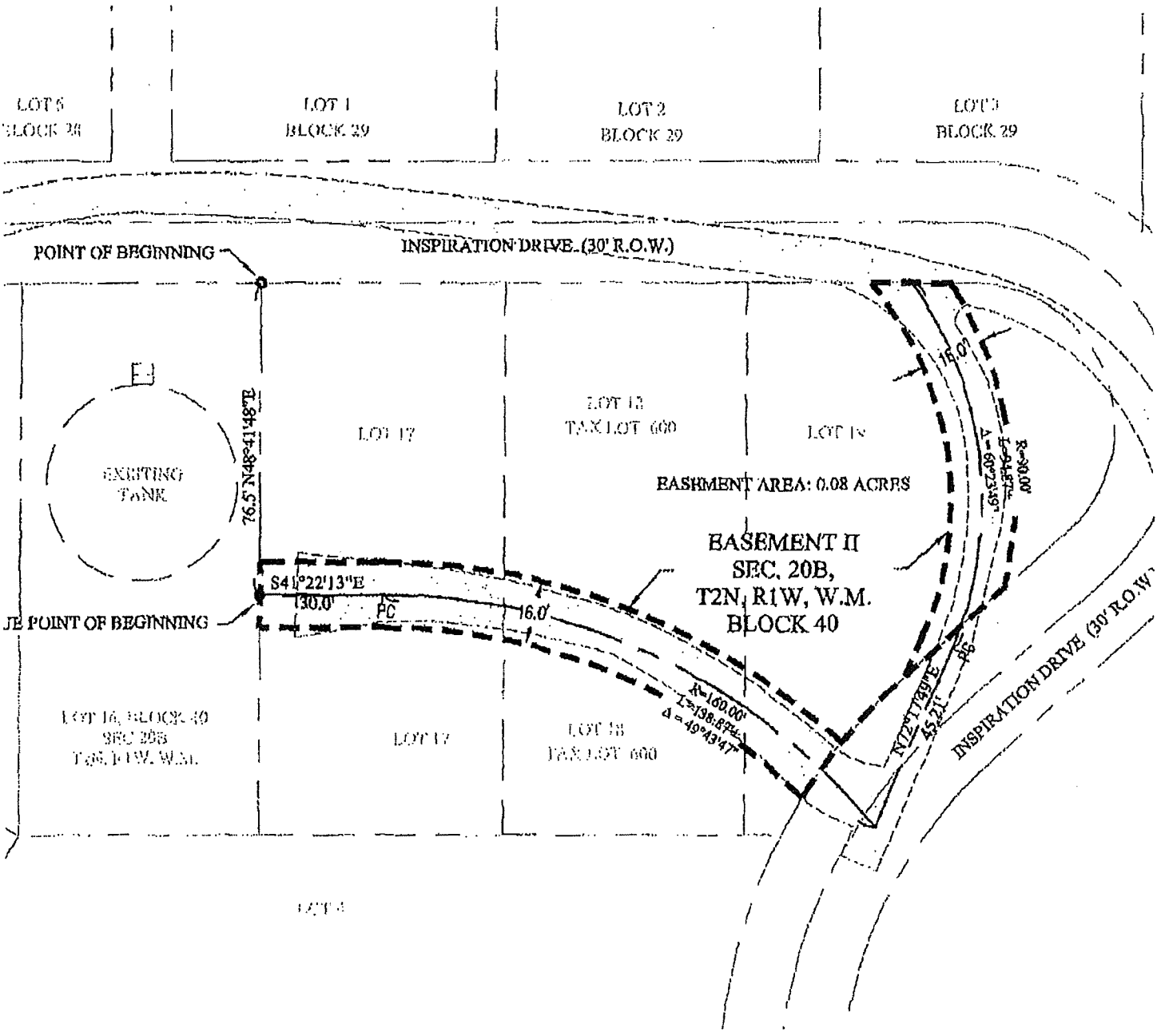
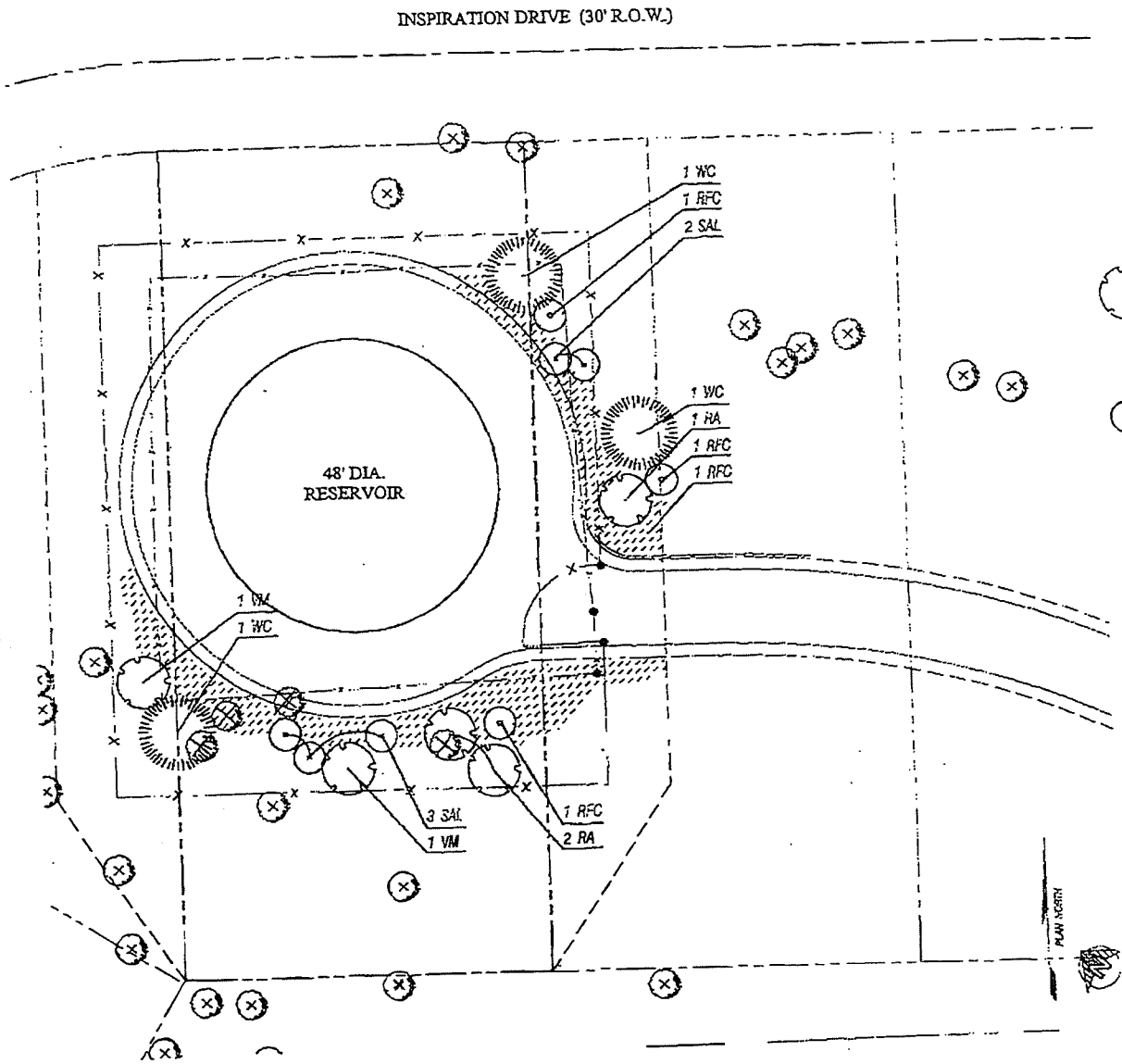


EXHIBIT C
Planting Plan



Metro
600 NE Grand Ave.
Portland, OR 97232
Grantor Name and Address
Burlington Water District

_____

_____
Grantee Name and Address

After recording return to:
Gary Shepherd
Office of Metro Attorney
600 NE Grand Ave.
Portland, OR 97232

Send tax statements to:
No change

EASEMENT AGREEMENT
(Access)

THIS AGREEMENT is between Metro, a municipal corporation ("Metro") and Burlington Water District ("Burlington"), a municipal water district organized under ORS Chapter 264. In consideration of the mutual promises and obligations contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, each party agrees as follows:

Metro is the recorded owner of property commonly known as Burlington Plat, Blocks 20-29 & 36-44 inclusive, situated in Section 20, Township 2 North, Range 1 West, County of Multnomah, State of Oregon recorded in Multnomah County deed records, excepting the following two lots of record, Burlington, Block 23, Lot 6 and Burlington, Block 40, Lot 16 (Metro Property).

Burlington is the owner of property commonly known as Burlington Plat, Block 40, Lot 16 (Burlington Property), upon which it owns and maintains a water tower and water distribution facilities. Some of those facilities are located on Metro Property pursuant to an easement recorded in Multnomah County deed records as document no. 2013-129773.

Burlington Property is provided access, on paper, by the platted public right of way system depicted in the Burlington Plat. However, that platted right of way is not developed. Access to the Burlington Property is via Metro's gated private forest practices road (access road) on Metro property, which intersects with NW McNamee Drive, a public road. Both the platted right of ways and location of Metro's access road are shown on Exhibit A. Although Burlington has historically made use of the access road, neither Burlington, nor the Burlington Property, currently has any recorded access rights over Metro's access road which is the subject of this easement.

Metro, with the consent of Burlington, petitioned to vacate the platted public right of way system represented in the Burlington Plat.

To ensure the Burlington Property has and retains legal access to it, Metro is granting an access easement to benefit Burlington and the Burlington Property and to establish rights and obligations concerning the use and maintenance of the Metro property.

1. **Easement.** Metro grants Burlington a non-exclusive, permanent, appurtenant easement over and across the existing Metro access road from its intersection with NW McNamee Drive to the Burlington Property and Easement 2 area depicted in easement of record document no. 2013-129773 that benefits the Burlington Property.

2. **Easement Purpose.** The Easement Purpose is limited to providing pedestrian and vehicle access over the access road to the Burlington Property to support Burlington's use as a water service provider. Burlington has the right to access the Easement Area at all times for purposes of accessing its property and exercising the easement.

3. **Easement Area.** The Easement Area benefiting the Burlington Property is over the access road's travel lanes, as it now exists, or as may be relocated by Metro, from its intersection with NW McNamee to the Burlington Property and Easement 2 area depicted in easement of record document no. 2013-129773, as represented in Exhibit A.

4. **Burlington Use and Limitations.** Burlington is solely responsible for constructing, maintaining, and repairing its driveway approach to Metro's road.

Burlington assumes no regular maintenance responsibility for Metro's road. However, Burlington is responsible for use or damage directly, negligently or wilfully caused by Burlington, its officers, directors, agents, contractors, employees, or invitees, such as damage caused by construction equipment or activities occurring on Burlington Property. If Burlington causes any damage to Metro property in utilizing the Easement, Burlington must repair Metro property and/or Easement Area to its condition prior to disturbance.

Burlington must keep the access road clear and free from obstructions.

Burlington must not dispose, release, or otherwise permit the disposal or release on Metro property of substances defined as "hazardous materials," "toxic substances," or "solid waste," in federal, state or local laws. Burlington must immediately notify Metro if any substance regulated above is accidentally released on Metro property. Burlington is responsible for and must timely pay all costs of clean-up, remediation, and other costs associated with such release.

If Burlington performs any work in the Easement Area, Burlington must return the Easement Area and any other disturbed areas on Metro property to their condition prior to the work, unless otherwise agreed to in writing by Metro. The construction area and ground surface must be left in a neat, safe, and presentable condition.

Metro bears no responsibility for Burlington's use permitted under the easement or damage by others. The parties acknowledge that, to the extent so provided in ORS 105.672 to ORS 105.696, the parties are immune from liability for injuries incurred in the Easement Area by members of the public who access the Easement Area.

5. **Metro Use.** Except for the rights granted herein, Metro retains all rights to the Easement Area, Metro Property and existing Metro access road, including the right to reconstruct, alter, or relocate the access road. Metro may allow or grant other easements, uses, or rights over the access road and Easement Area. The road is currently gated and Metro may continue to maintain a gate, as long as access is provided to Burlington. To the extent any portion of Metro's existing access road is located on Burlington Property after the vacation petition is finalized (and Burlington receives its statutory share of the platted right of way being vacated adjacent to the Burlington Property), Metro and its officers, employees, contractors, guests, and invitees, may continue to use and maintain the portion of access road

in that location as if owned by Metro.

6. **Disclaimer.** The parties agree that all easement rights will be exercised strictly in compliance with all present and future laws, permits, rules, and regulations of any governmental body having jurisdiction over the Easement Area.

7. **Taxes.** Burlington agrees that Burlington is responsible for the payment of taxes, fees or assessments against Metro, if any, attributable to Burlington's use of the Easement Area.

8. **Insurance.** Burlington agrees to maintain a general commercial policy of insurance providing liability insurance coverage insuring Burlington's use of Metro property and protecting Burlington and Metro against third party claims for bodily injury, death, and property damage in an amount no less than $1,000,000 per occurrence. Said policy must name Metro as an additional insured. Proof of said policy must be provided to Metro upon Metro's request.

9. **Termination.** This easement is perpetual, subject to the following.

(a) **By Mutual Consent.** The parties may terminate this Easement Agreement by mutual consent, by signing and recording a notice of termination.

(b) **By Metro.**

(i) If Burlington uses the Easement Area for a purpose other than the easement's purpose, Metro may terminate the easement agreement at any time by recording a notice of termination.

(ii) If Burlington damages the Easement Area, fails to fulfill or otherwise violates the terms of this Agreement, subject to Section 10 below, Metro may terminate the easement agreement at any time by recording a notice of termination. However, before termination is permitted under this subsection (ii), Metro must give Burlington written notice of the breach, Metro's intent to terminate, and not less than thirty (30) calendar days to cure the breach. If the breach is not timely cured, Metro may terminate the easement agreement at any time by recording a notice of termination.

10. **Obligations that survive termination or abandonment of Easement.** The provisions in this section survive the termination or abandonment of the easement.

With respect to claims brought by third parties, to the maximum extent permitted by law, Burlington must indemnify, defend, and hold harmless Metro, its elected officials, directors, agents, and employees, from and against every cost, damage, liability, fine, claim, demand, judgment, penalty, action, or suit, including attorney fees at trial and appeal, recovered or made against Metro for any property damage or personal injury resulting from, relating to, or involving the acts, omissions, or negligence of Burlington, its officers, directors, agents, employees, invitees, contractors or subcontractors, or use of the easement; unless caused by the negligent or willful conduct of Metro, its elected officials, directors, agents, employees, contractors or subcontractors.

11. **Dispute Resolution.** In the event that a dispute arises under this Agreement, the parties must first meet in an effort to resolve the dispute. Thereafter, all claims will be filed in Multnomah County Circuit Court, wherein all parties waive their right to a jury trial and any claim to attorney fees.

12. Notice. All notice and correspondence must be given in writing to the address set forth below and is deemed given upon (a) personal service or (b) deposit in the United States Mail, postage prepaid. All such notices are deemed received (i) upon personal service, (ii) three (3) days after deposit in the United States Mail, postage prepaid, or (iii) one (1) day after deposit with a nationally recognized overnight courier service:

To Burlington: Burlington Water District
Attn: _____
_____
_____

To Metro: Metro
Parks and Nature Director
600 NE Grand Avenue
Portland, Oregon 97232

Copy to: Metro
Office of Metro Attorney
600 NE Grand Avenue
Portland, Oregon 97232

The foregoing addresses may be changed by giving written notice. Notice given in any manner other than the manners set forth above will be effective when received by the party for whom it is intended.

13. Covenants. The terms, conditions, and provisions of this Agreement extend to, bind and benefit the successors and assigns of the parties hereto and run with the land.

14. Miscellaneous. This Agreement constitutes the entire agreement between the parties. If any term or provision is held invalid or unenforceable, the validity of the remaining provisions are not affected. Failure at any time to require performance of any provision does not limit a party's right to enforce the provision. Any waiver of any breach is not a waiver of any succeeding breach or a waiver of any provision. The parties will cooperate fully to achieve the intended result of this Agreement. The parties acknowledge and agree that time is of the essence with respect to every term, condition, obligation, and provision. The laws of the State of Oregon govern. No rights in the public or third parties are created. This Agreement may only be amended in writing, signed by all parties. This Agreement is executed on the last day signed below.

The parties signing below represent that they authorized to execute the instrument on behalf of and to bind their respective entities.

Signature page to follow

Metro

By: _____
Name: Martha J. Bennett
Title: Chief Operating Officer

STATE OF OREGON, County of Multnomah) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 20___ by Martha J. Bennett, Chief Operating Officer, Metro.

_____
Notary Public for _____
My Commission Expires:_____

Burlington Water District

By: _____
Name: _____
Title: _____

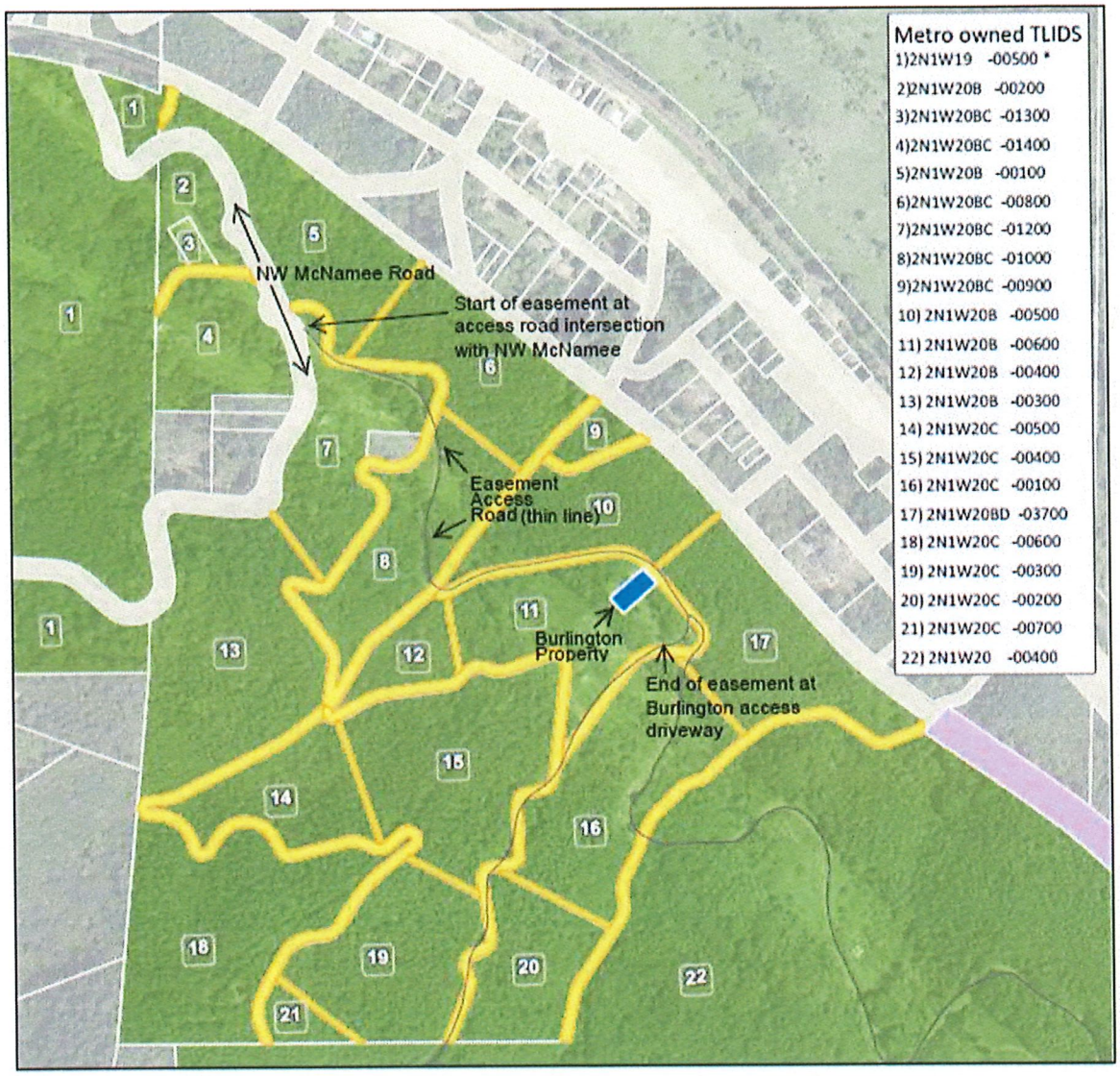
STATE OF OREGON, County of _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 20___ by _____ (name), _____ (title), Burlington Water District.

_____
Notary Public for _____
My Commission Expires:_____

Exhibit A

Metro



Metro
600 NE Grand Ave.
Portland, OR 97232
Grantor Name and Address
Burlington Water District

_____

_____
Grantee Name and Address

After recording return to:
Gary Shepherd
Office of Metro Attorney
600 NE Grand Ave.
Portland, OR 97232

Send tax statements to:
No change

EASEMENT AGREEMENT
(Water Line)

THIS AGREEMENT is between Metro, a municipal corporation ("Metro") and Burlington Water District ("Burlington"), a municipal water district organized under ORS Chapter 264. In consideration of the mutual promises and obligations contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, each party agrees as follows:

Metro is the recorded owner of property commonly known as Burlington Plat, Block 28, Lots 6 & 7 and Block 29, Lots 1 & 17, situated in Section 20, Township 2 North, Range 1 West, County of Multnomah, State of Oregon recorded in Multnomah County deed records (Metro Property).

Burlington is the owner of property commonly known as Burlington Plat, Block 40, Lot 16 (Burlington Property), upon which it owns and maintains a water tower and water distribution facilities.

Burlington's water lines extend from the Burlington Property generally east under Inspiration Drive (a platted right of way) and underground down the hill within or near an unnamed platted alley way to serve residential development east of the existing railroad right of way.

Metro, with the consent of Burlington, petitioned to vacate the platted public right of way system, including the above referenced Inspiration Drive and unnamed alley way, represented in the Burlington Plat.

To ensure the Burlington Property has and retains legal access to their water lines within and along Inspiration Drive and the unnamed alley way, Metro is granting an easement to benefit Burlington and the Burlington Property and to establish rights and obligations concerning the use and maintenance of the Metro property.

1. **Easement and Easement Purpose.** Metro grants Burlington a non-exclusive, permanent, appurtenant easement to construct, reconstruct, remove, operate, repair and replace the water lines and necessary related facilities (together "water facilities") under and along the Easement Area for the purpose of conveying water under and across the Easement Area. Burlington has the right to access the Easement Area at all times for purposes of patrolling and inspecting the water facilities and Easement

Area, and exercising the easement.

2. **Easement Area.** The Easement Area benefiting the Burlington Property is a 15-foot wide strip, centered on the existing water line, extending from the Burlington Property, under previously platted Inspiration Drive and down the hill within or adjacent to an unnamed previously platted alley way, as generally depicted in Exhibit A.

3. **Burlington Use and Limitations.** Burlington is solely responsible for constructing, reconstructing, removing, operating, maintaining, repairing and/or replacing the water facilities and the earth cut/fill slope supporting the water facilities allowed or constructed pursuant to the easement.

Where possible and practicable, water facilities must be placed underground and at depths required by code, measured from the top of the pipeline. Water facilities cannot interfere with, obstruct, or prevent use of Metro's access road.

Burlington must not disturb any ground or remove any trees without first consulting with Metro, providing construction plans, including erosion control, contractor information and work schedules for Metro review, and obtaining Metro's prior written approval.

Burlington must not dispose, release, or otherwise permit the disposal or release on Metro property of substances defined as "hazardous materials," "toxic substances," or "solid waste," in federal, state or local laws. Burlington must immediately notify Metro if any substance regulated above is accidentally released on Metro property. Burlington is responsible for and must timely pay all costs of clean-up, remediation, and other costs associated with such release.

Immediately after Burlington performs any work in the Easement Area, Burlington must return the Easement Area and any other disturbed areas on Metro property to their condition prior to the work, unless otherwise agreed to in writing by Metro. The construction area and ground surface must be left in a neat, safe, and presentable condition.

Metro bears no responsibility for the use and water facilities permitted under the easements or damage by others, except for damage negligently or wilfully caused by Metro, its contractors, or employees in using the Easement Areas or during ground disturbing or construction activities on Metro property. Metro is not responsible for trees, roots, erosion, earth movement, and other natural conditions and events which may affect or damage the easements or water facilities.

4. **Metro Use.** Except for the rights granted herein, Metro retains all rights to the Easement Area and Metro Property. Metro may allow or grant other easements, uses or rights within the Easement Area as long as they do not unreasonably interfere with Burlington's easements and use. Burlington understands that it is operating and maintaining water facilities in a public park/natural area. While undertaking work or other activities on Metro property, Burlington must ensure limited disruptions and disturbances. With respect to any portion of the water facilities under or near the access road, those facilities may not obstruct travel lanes, except during construction when Burlington must ensure that at least one travel lane remains open at all times and that appropriate controls are implemented to ensure safe and orderly travel to and from the Metro property.

5. **Disclaimer.** The parties agree that all easement rights will be exercised strictly in compliance with all present and future laws, permits, rules, and regulations of any governmental body having jurisdiction over the Easement Area.

6. **Taxes.** Burlington agrees that Burlington is responsible for the payment of taxes, fees or

assessments against Metro, if any, attributable to Burlington's use of the Easement Area.

7. **Insurance.** Burlington agrees to maintain a general commercial policy of insurance providing liability insurance coverage insuring Burlington's use of Metro property and protecting Burlington and Metro against third party claims for bodily injury, death, and property damage in an amount no less than $1,000,000 per occurrence. Said policy must name Metro as an additional insured. Proof of said policy must be provided to Metro upon Metro's request.

8. **Termination.** This easement is perpetual, subject to the following.

(a) **By Mutual Consent.** The parties may terminate this Easement Agreement by mutual consent, by signing and recording a notice of termination.

(b) **By Metro.**

(i) If Burlington uses the Easement Area for a purpose other than the easement's purpose, Metro may terminate the easement agreement at any time by recording a notice of termination.

(ii) If Burlington damages the Easement Area, fails to fulfill or otherwise violates the terms of this Agreement, subject to section 10 below, Metro may terminate the easement agreement at any time by recording a notice of termination. However, before termination is permitted under this subsection (ii), Metro must give Burlington written notice of the breach, Metro's intent to terminate, and not less than thirty (30) calendar days to cure the breach. If the breach is not timely cured, Metro may terminate the easement agreement at any time by recording a notice of termination.

9. **Obligations that survive termination or abandonment of Easement.** The provisions in this section survive the termination or abandonment of the easement.

Unless previously removed or as otherwise agreed to in writing by Metro, upon termination or abandonment, Burlington must drain transmission lines prior to ceasing operations on Metro property. If Burlington fails to do so, Metro may, at its discretion, assume ownership of items remaining on Metro property and Burlington is required to reimburse Metro for its costs and fees incurred in removing the water facilities, and reestablishing the area to its pre-existing or natural condition.

Burlington is liable for all damages and losses, including but not limited to damage to Metro property, improvements, or trees, and those suffered by third parties, caused by or arising out of the construction, maintenance, repair, replacement, or operation of the water facilities or use of the easements, other than to the extent any such claims arise from the negligent or wilful conduct of Metro, its officers, directors, agents, employees, contractors and subcontractors.

With respect to claims brought by third parties, to the maximum extent permitted by law, Burlington must indemnify, defend, and hold harmless Metro, its elected officials, directors, agents, and employees, from and against every cost, damage, liability, fine, claim, demand, judgment, penalty, action, or suit, including attorney fees at trial and appeal, recovered or made against Metro for any property damage or personal injury resulting from, relating to, or involving the acts, omissions, or negligence of Burlington, its officers, directors, agents, employees, invitees, contractors or subcontractors, or use of the easement; unless caused by the negligent or willful conduct of Metro, its elected officials, directors, agents, employees, contractors or subcontractors.

10. Construction Liens. Burlington shall indemnify Metro against any and all liens attaching against Metro property and resulting from Burlington, its contractor's, and agent's activity on the Easement Areas, and shall obtain the immediate release of said liens.

11. Dispute Resolution. In the event that a dispute arises under this Agreement, the parties must first meet in an effort to resolve the dispute. Thereafter, all claims will be filed in Multnomah County Circuit Court, wherein all parties waive their right to a jury trial and any claim to attorney fees.

12. Notice. All notice and correspondence must be given in writing to the address set forth below and is deemed given upon (a) personal service or (b) deposit in the United States Mail, postage prepaid. All such notices are deemed received (i) upon personal service, (ii) three (3) days after deposit in the United States Mail, postage prepaid, or (iii) one (1) day after deposit with a nationally recognized overnight courier service:

To Burlington: Burlington Water District
Attn: _____
_____
_____

To Metro: Metro
Parks and Nature Director
600 NE Grand Avenue
Portland, Oregon 97232

Copy to: Metro
Office of Metro Attorney
600 NE Grand Avenue
Portland, Oregon 97232

The foregoing addresses may be changed by giving written notice. Notice given in any manner other than the manners set forth above will be effective when received by the party for whom it is intended.

13. Covenants. The terms, conditions, and provisions of this Agreement extend to, bind and benefit the successors and assigns of the parties hereto and run with the land.

14. Miscellaneous. This Agreement constitutes the entire agreement between the parties. If any term or provision is held invalid or unenforceable, the validity of the remaining provisions are not affected. Failure at any time to require performance of any provision does not limit a party's right to enforce the provision. Any waiver of any breach is not a waiver of any succeeding breach or a waiver of any provision. The parties will cooperate fully to achieve the intended result of this Agreement. The parties acknowledge and agree that time is of the essence with respect to every term, condition, obligation, and provision. The laws of the State of Oregon govern. No rights in the public or third parties are created. This Agreement may only be amended in writing, signed by all parties. This Agreement is executed on the last day signed below.

The parties signing below represent that they are authorized to execute the instrument on behalf of and to bind their respective entities.

Signature page to follow

Metro

By: _____
Name: Martha J. Bennett
Title: Chief Operating Officer

STATE OF OREGON, County of Multnomah) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 20___ by Martha J. Bennett, Chief Operating Officer, Metro.

_____
Notary Public for _____
My Commission Expires:_____

Burlington Water District

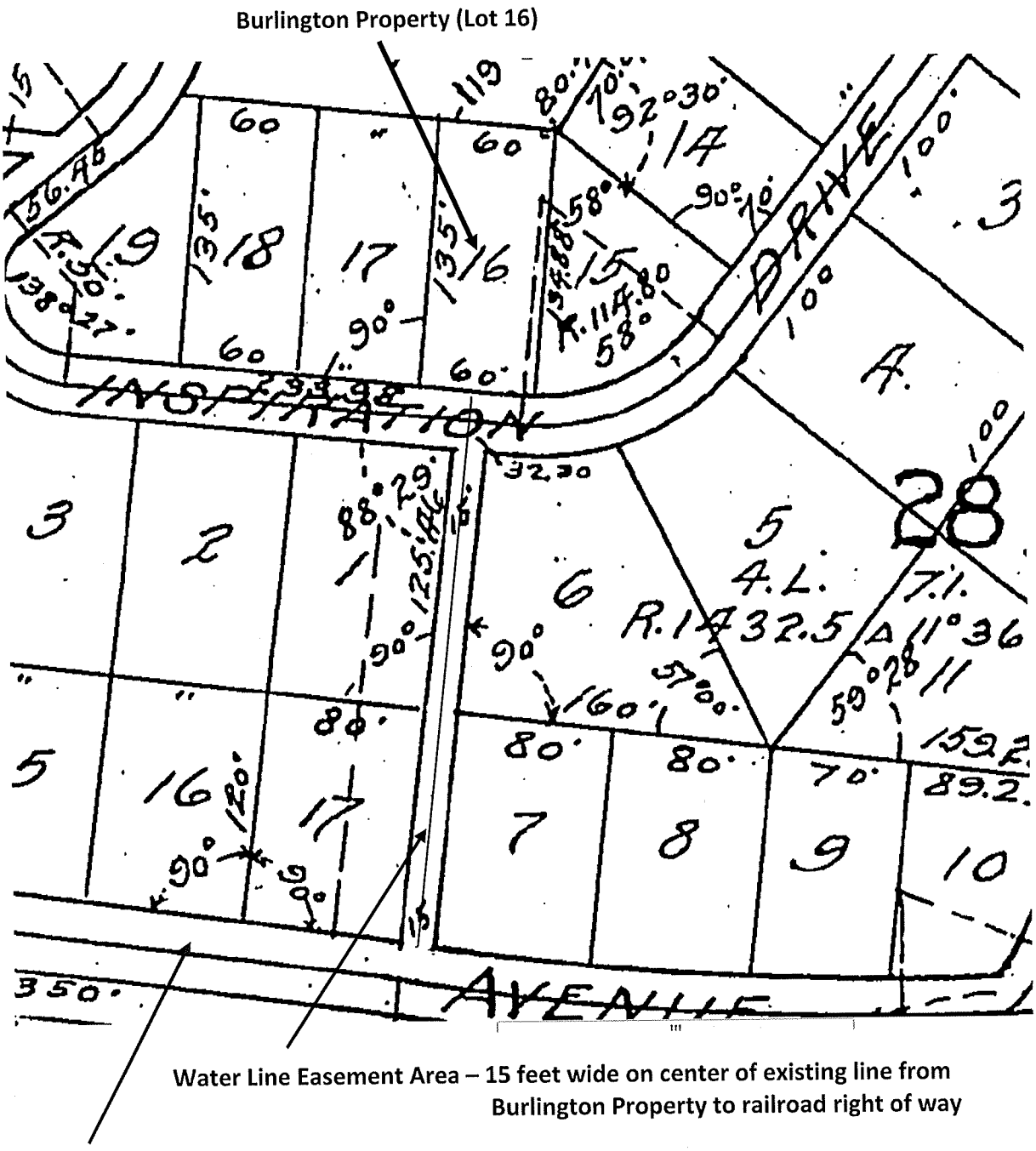
By: _____
Name: _____
Title: _____

STATE OF OREGON, County of _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 20___ by _____ (name), _____ (title), Burlington Water District.

_____
Notary Public for _____
My Commission Expires:_____

EXHIBIT A


Burlington Property (Lot 16)
Water Line Easement Area – 15 feet wide on center of existing line from Burlington Property to railroad right of way
Railroad right of way

April 17, 2019

Gary Shepherd, Sr. Asst Attorney
Office of Metro Attorney
600 NE Grand Avenue
Portland, OR 97232

Subject: Burlington Water District
Executed Road Right of Way Vacation Petition

Dear Mr. Shepherd,

In response to the request by Metro that the Burlington Water District consent to the vacation of Platted Bonito Drive, Burlington Drive, Inspiration Drive and other rights of way and alleys that provide access to property owned by the District, the signed ROAD RIGHT OF WAY PETITION is enclosed for use by Metro in pursuing the Vacation.

The Consent is executed on the condition that Metro grant the District a useable permanent access easement across metro property to the District's existing water tank and a permanent water line easement for the existing lines that convey water to and from the tank.

It is our understanding that the easements will be granted after the vacation of the platted streets, alleys is complete and ownership of the named streets and alleys has transferred to Metro. Consent is granted based on our understanding that the easements will convey the same property rights to the District and have the same obligations for the District as were described in the easement exhibits provided to David Feinauer in his communications with Metro on behalf of the District.

Sincerely,

Juli A. Valeske

Juli Valeske
Board Chair, Burlington Water District

Enclosure: Signed Road Right of Way Vacation Petition

Lot 67 Blk 2 Gresham Addition

EXHIBIT 7c

ffi

The CP has by Ord No. 62891 passed by its Council Aug 10 1932 as amendd,authorized the exon this instr

Sig Joseph K Carson Jr Mayor,Geo R Funk,Auditor,Seal
Ack
(Approved as to form;Frank S Grant,City Atty,)

19712 563/167 Wd $16.50 Aug 3 1940

Lynn A Brigham & Esther R Brigham,h&w to Glenn Haas & Marie Haas h&w

GBSC the fol rp in MCO daf;
The North 10 ft of Lot 7 in Blk 5,Hoffmans Addition & sit in Sec 19,T1S R1E of WM in MCO.

ffi

Sig & Ack

19713 Chat Mtg

8-17-1940

19714 563/164 Certified Copy of Judg of the Declaration of Taking No. Civil 430 in Dist Ct US for Dist of Ore Aug 14 1940

United States of America, Petitioner, vs Highway Home Company, a corp, F Broske, & Multnomah County, a muni corpn defts.

The petitioner herein,the USA by & thru its attys Carl C Donaugh,US Atty for the Dist of Ore, J Mason Dillard,Asst US Atty,& Bernard H Ramsey,Special Atty,Dept of Justice havg md oral motion in the abv entitled cause prayg the Ct to ~~xxx~~ enter judg vestg title in the USA in a perpetual easement & r/w for the fol pps namely,the perpetual ri to enter & to erect,maintain,repair,rebuild,operate & patrol one or more elec power transmission lns & one or more telephone and/or telegraph lns,includg the ri to erect such poles,wires,cables & any nec appurtenances;the ri to clear sd r/w & keep the sm clear of brush,fire hazards,etc, subj howevr to the ri of the public into all public roads or dedicated sts,drives & avenues;& subj also to all public utility easements & rights of way,pipes & conduits,ditches, & canals thon,sd ppty bg the identical ppty desc in the Declaration of Taking & in the Petn for Condemnation hein, & prayg the Ct for an ordr fixg the dt when the possn of sd ppty is to be surrendered to the ~~US Highway Home Co Judg Declaration~~ Taking USA; & a hearg havg been held in open court on sd

cont;

Paid Amount as Stated filed 8-13-40

10714 cont;

motion & declaration of takg,& the Ct havg considered the petn filed herein,the Court finds; First: That the USA is entitled to acquire easements by eminent domain & the ri to remove danger trees for pp of providg for operatn of elec power transmission lns by the Bonneville Project as set forth in sd petn;
Second; T a petn for condemnatn was filed at request of admr sd Project, the auth empowered by law to acquire the easement & r/w ovr the lnds desc in sd petn,& also undr auth of Atty Gen of US; Third: Admr sd Project auth to acquire ppty for pps desc in the petn,etc. Fourth: t a proper desc of lnds over wch sd easement & r/w is sought etc is set out in sd Taking. Fifth: Sd Decln of Taking ctns statement of est or int in sd lnds tkn for sd public use; Sixth: Plat showg lnds over wch sd easement was tkn is incorporated in sd Taking.
Seventh:T a statement is contained in sd Declaration of Taking of sum of money estimated by sd acquiring auth to be just compensation for sd ppty,wch is in the amt of $1500;
eighth:T a statement is contained in sd Decln of Taking t the amt of ultimate award of compensation for takg sd ppty in opinion of sd Admr of Bonneville Project,will be wi amy limits prescribed by Congress as to price to be pd therefor.

1. T title to a perpetual easement & r/w for constrn of one or more elec power transmission lns ovr & alg the rp hcaf in this decree desc,all sit in MCO,subj to rights of public in & to all public roads or dedicated sts,drives & avs;& subj also to all public utility easements,r/w,pipes & conduits, lns,ditches & canals thereon be vested in USA;

2. T sd perpetual easement & r/w ovr & alg sd rp be,& sm is heby deemed to hv been condemned & tkn for use of USA as of the dt of filing of the Declaration of Taking & the depositg of the sum of $1500 in the registry of this Ct towit: as of 13th dy of Aug 1940,& ri to just compensation for sd perpetual easement & r/w is heby vested in persons entitled thereto,& the amt of sd compensation shall be ascertained & awarded in this proceedg & established by judg herein pursuant to lawy

3. T the lnds referred to in this decree,over & alg wch sd perpetual easement & r/w is tkn are sit in MCO & daf t/w;

Parcel No. 1: That portion of the NE 1/4 of the NE 1/4 of Sec 29; the S half of the SE 1/4; the SE 1/4 of the SW 1/4; Government Lots 4 & 5; & that part of the John J Tomlinson DLC No. 52 lyg S & E of the Lancche Drive,a dedicated st in the plat of Burlington, all in Sec 20; & all t ptn of Blks 20, 21, 22,26, 36, & 40, & lots 5, 7, 8, 9, 10, 11, 12 & 13,in Blk 23, all in the subdivision of Burlington in Sec 20, accordg to rec plat thereof;all inT2N R1W MCO;wch lies wi a strip of lnd 100 ft in width,the boundaries of sd strip lyg 50 ft dist on either si of & pll to the survey ln of the St. Johns-Astoria transmission ln as now loc & staked on the ground over,across & upon the abv ppty,& part daf;

Ba survey station 101/31.54,a pt on the E lnof Sec 29,T2N R1W WM,sd pt bg N 2°58'33" W alg sd E ln a dist of 1355.47 ft frm an iron bar markg the 1/4 sec cor on E lnof sd Sec 29;th N 45°40'15" W a dist of 548.04 ft to survey station 106/79.58; th N 44°51'15" W a dist of 1420.82 ft to survey station 120/99.80 a pt on N lnof sd Sec 29,sd pt bg S 88°15'43" W alg sd N ln a dist of 1313.83 ft frm a concrete monument wi a brass cap markg the NE cor of sd Sec 29;th continuing N 44°51'15" W into Sec 20, T2N R1W WM, a dist of 5822.45 ft to survey station 179/22.25 a pt on W lnof sd Sec 20, sd pt bg S 1°54'28" W alg sd W ln a dist of 1210.23 ft frm concrete monument markg NW cor sd Sec 20.

cont;

19714 cont;

The abv desc strips of lnd hv a combined length of 6859.12 ft & ctn 15.68 acres m/l.

Parcel No. 2: A parcel of lnd bg all t ptn of the NW 1/4 of Sec 28,T2N R1W WM MCO lyg W of the Wly r/w ln of the United Railways Company's r/w; woh lies wi a strip lend 100 ft in width,the boundaries of sd strip lyg 50 ft dist on either si of & pll to the survey ln of the St. Johns-Astoria transmission ln,as now loc & staked on the ground over,across,& upon the abv ppty,& part daf; Ba survey station 51/59.05 a pt on the S lnof Sec 28,T2N R1W WM, sd pt bg S 89°17'59" E alg sd S ln a dist of 407.94 ft frm a half inch iron pipe markg the 1/4 sec cor on the S ln of sd Sec 28;th N 39°12'15" W a dist of 136.11 ft to survey station 53/46.15; th N 54°28'15" W a dist of 3097.19 ft to survey station 84/42.35; th N 45°40'15" W a dist of 1689.19 ft to survey station 101/31.54 a pt on W lnof sd Sec 28,sd pt bg N 2°58'33" W alg sd W ln a dist of 1355.47 ft frm an iron bar markg the 1/4 sec cor on W ln of sd Sec 28.

The abv desc strip of lnd has a length of 1905.92 ft & ctns 4.15 acres m/l.

Parcel No. 3: That ptn of Lots 13, 14, 15 & 16 of Blk 25 of Burlington, a subdv in Sec 20, T2N R1W WM MCO;woh lies wi a strip of lnd 100 ft in width,the boundaries of sd strip lyg 50 ft dist on either si of & pll to the survey ln of the St. Johns-Astoria transmission ln as now loc & staked on ground over,across & upon the abv ppty & part daf;

Begg at survey station 130/99.80,a pt on the S ln of Sec 20, T2N R1W WM, sd pt bg S 88°15'43" W alg sd S ln a dist of 1313.83 ft frm a concrete monument wi a brass cap markg the SE cor of sd Sec 20;th N 44°31'15" W a dist of 5822.45 ft to survey station 179/22.25 a pt on the W ln of sd Sec 20, sd pt bg S 1°54'23" W alg sd W ln a dist of1210.23 ft frm a concrete monument markg the NW cor of sd Sec 20.

The abv desc parcel of lnd has a length of 89.64 ft & ctns 0.22 acre m/l.

Parcel No. 4; That ptn of the William Baker DLC No. 59 in Sec 19,T2N R1W WM lyg S of the Sly r/w ln of the United Railways Company's railroad r/w;& all t ptn of lots 2,4,5,6,7,8,9,10 & 11 of Blk 24; & all t ptn of Blks 47,48,49,50 & 52 in Burlington, a subdv in Secs 19 & 20 T2N R1W WM,accordg to rec plat thof,all in MCO; woh lies wi a strip of lnd 100 ft in width the boundaries of sd strip lyg 50 ft dist on either si of & pll to the survey ln of the St. Johns-Astoria transmission ln as now loc & staked on ground ovr,across,& upon abv ppty & part daf;

Ba survey station 130/99.80, a pt on the S ln of Sec 20, T2N R1W WM sd pt bg S 88°15'43" W alg sd S ln a dist of 1313.83 ft frm a concrete monument wi a brass cap markg the SE cor of sd Sec 20;th N 44°31'15" W a dist of 5822.45 ft to survey station 179/22.25, a pt on W ln of sd Sec 20, sd pt bg S 1°54'23" W alg sd W ln a dist of 1210.23 ft frm a concrete monument markg the NW cor of sd Sec 20; th contg N 44°31'15" W a dist of 758.75 ft to survey station 186/81.00; th N 36°25'30" W a dist of xx 816.76 ft to survey sta 194/97.76 a pt on N ln of sd Sec 19,sd pt bg S 89°23'55" W alg sd N ln a dist of 1056.91 ft frm NE cor sd Sec 19. Abv desc strip of lnd has a combined length of 1408.95 ft & ctns 3.16 acres m/l.

cont;

19714 cont;

Subj to the rights of the public in & to the McNamee Co Rd No. 599.

4. That possn of all of sd lnd be gvn to the USA on Aug 13 1940.

Done & dated in open court this 13th dy of Aug 1940.

Signed;Claude McCulloch,Dist Judge.

Certified to as to correct transcript Aug 14 1940 Seal

19715 563/173 Wd $10 Aug 7 1940 ($6.05 IRS Canc)

Theo K Sattler & Annie H Sattler h&w to William H Peterson & Dorothy D Peterson,h&w

GBSO all fdrp in MCO:The South half of Lot 8 & the North 35 ft of Lot 7 in Blk 12 Burlingame,CP

(This inst is re-recorded to correct the blk number of the former recordg wherein Blk 32 was inserted whereas the ppty intendd to be deso is actually in Blk 12)

ffl exc conds & restrns & easement of record

Sig & Ack

(Re-record Bk 562 pg 558 Aug 15 1940 File No. 19535 Dds)

19716 563/218 Mtg $4200 Aug 7 1940

William H Peterson & Dorothy D Peterson,h&w to Commonwealth, Inc. a corp of Oregon.

The South half of Lot 8 & the North 35 ft of Lot 7 in Blk 12 Burlingame,includg the fol equip woh is deemed part of the imp on sd ppty 1. Oil Burner includg all bldgs,imps,revs,rmdrs,RIP,fxs. in CPMCO

(This instr is re-recordd to correct the blk No of the former recordg wherein Blk 32 was inserted whereas the ppty intendd to be deso is actually in Blk 12.)

Gvn tsp ned in sum $4200, wi int frm dt at 4-1/2% p/a on unpd bal until pd,prin & int pbl in mo instls of $23.35,o on 1st dy Oct 1940,& on 1st dy ea mo thaf until prin & int are fully pd,exc t final pmt prin & int if not sooner pd shall be pbl on 1st dy Sept 1965.

Sig;& Ack Aug 8 1940

(re-record Bk 563 pg 27,Aug 15 1940,File No. 19536 Mtgs)

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buyers agree to pay when due, all txs, assmts wch hrftr may be taxed &/assessed upon or agst sd r p incg the 2nd half of txs for yr 1940

***

Sig, Norman D Evans, Lena K Evans, sellers,
David A Johnston, George L Johnston, buyers
Ack sm

589/583

Mtg Extn Agmt Jan 29 1941

M D Wells & Lena Wells, owners with HOLC, corp

Whrs corp owns mtg recd MCO Bk 247 pg 157 MCo
Mtrs - there remains unpd as of Jan 29 1941 the sum of $2896.33 incg int erc
Agrees:
Now thrfr/- Corp hby extends tm of pmt of sd bal remng unpd as of such dt & owners agrees to pay such amt w int frm sd dt at 5% p/a on unpd bal in mo instls of $20.37 - first pble on 28th dy of Feb. 1941 - remng instls on 20th dy of ea mo thaf until fully pd ****

Sig. M D Wells, Lena Wells, 1/26 Rose City Park
Ack sm MCO Mar. 1 1941

Sig. HOLC by A C Johnston, Regl Treas (Corp sl)
Ack sm in C&C San Francisco Calif Jan 31 1941

3-3-41

591/576

Transcript (Frm Dist Crt of US for Dist of Ore. No. Civil 430)
AMENDED JDT ON THE DECLARATION OF TAKING

UNITED STATES OF AMERICA, petitioner,
vs
HIGHWAY HOME COMPANY, an Ore corp;
F Breske;
Multnomah County, a munic corp;
Burlington Water District, a munic corp of S/O
& William McKenzie, Jr. a sgle man,
defts,

The Petitioner herein, the USA by its attys, havg md oral motion in abv cause prayg Ct to entr judg vestg title in USA in a perpetual easement & r/w for fol pps; ri to entr & to erect operate & patrol one or more elec power transmission lns etc. ri to erect poles, wires, etc; ri to clear brush, etc. subj to ri of public into all public roads ave etc, sd ppty bg idential ppty desc in Declaratn of Takg & in Petn for condemnation herein, & prayg the Ct for ordr fixg dt when possn of ppty is to be surrendered to USA; & hearg havg been held in open ct on sd motion; & declaratn of takg, & the Ct havg considerd petn filed herein the Ct finds; 1st; That the USA is entitled to acquire easements by eminent domain & the ri to remove danger trees for purpose of providg for constructn elec power transmission lns by Bonneville Project as set forth in sd petn; 2nd; That a petn for condemnatn was filed at request of Admr of the

cont;

cont;

nneville Project, the auth empowered by law to acquire the sement & r/w ovr the lnds desc in sd petn,& also undr th of Atty Gen of US; 3rd;T sd petn & declrn of takg state e auth undr wch & the public use for wch sd perpetual sement & r/w was tkn; t the Admr of the Project is person th to acquire ppty for pps desc in the petn, & t the Atty n US is person auth by law to direct the institutn of such ndemnation proceedings; 4th; T a proper desc of lnds ovr h sd perpetual easement & r/w is sought,sufficient for ntification thereof,is set out in sdDeclrn of Takg;5th sd Declrn of Takg ctns a statement of the est or int in lnds tkn for sd public use; 6th; That a plat showg the nds ovr wch sd perpetual easement & r/w was tkn is incorp- rated in sd Declrn of Takg; 7th;That a statement is ctnd sd Declrn of Takg of sum of money estimated by sd quirg auth to be just compensation for sd ppty,wch is in t of $1500; 8th;T a statement is ctnd in sd Declrn of Takg the amt of ultimate award of compensation for the takg sd ppty,in opinion of the sd Admr of Bonneville Project ll be wi any limits prescribed by Congress as to the price be pd therefor.

w thfr,it is hereby ordered,adjudged & decreed;

That title to a perpetual easement & r/w for the constrn peratn & maintenance of one or more elec power transmission s ovr & alg the real ppty hereinafter in this decree desc,all sit in MCO,subj to the rights of the public in & to all public nds,or dedicated sts,drives,& avs;& subj also to all public ility easements,rights of way,pipes & conduits,irrigation drainage lns,ditches,& canals thereon,be vested in USA;

T the sd perpetual easement & r/w ovr & alg sd rp be,& the is hereby deemed to hv been condemned & tkn for use of USA of the dt of the filing of the Declrn of Takg & the depositg sum $1500 in registry of this Ct towit:as of Aug 13 1940, the ri to jusg compensation for sd perpetual easement & w is hereby vested in the persons entitled thereto,& the amt sd compensation shall be ascertained & awarded in this nnedg & established by judg herein pursuant to law;

That the lnds referred to in this decree,over & alg wch sd rpetual easement & r/w is tkn,are sit in MCO & are more part t/w;

Parcel No. 1 (Tract SJ-A-25)

parcel of lnd bg all t ptn of the NW 1/4 of Sec 28,T2N R1W WM lyg W of the Wly r/w ln of the United Railways Company's wch lies wi a strip of lnd 100 ft in width,the boundaries sd strip lyg 50 ft dist on either si of & pll to survey ln the St. Johns-Astoria transmission ln,as now loc & staked on rground,ovr,across,& upon the abv ppty,& part daf;

survey station 51+59.05, a pt on the S lnof Sec 28,T2N R1W sd pt bg S 89°17'59" E alg sd S ln a dist of 407.94 ft frm alf inch iron pipe markg the 1/4 sec cor on the S lnof sd n 28;th N 29°12'15" W a dist of 186.11 ft to survey sta +45.16; th N 34°28'15"W a dist of 3097.19 ft to survey sta +42.35;th N 45°40'15" W a dist of 1689.19 ft to survey sta +31.54, a pt on the W lnof sd Sec 28,sd pt bg N 2°58'35" W sd W ln a dist of 1355.47 ft frm an iron bar markg the 1/4 cor on the W ln of sd Sec 28.

abv desc strip of lnd has a length of 1905.92 ft & ctns .26 acres m/l.

cont;

) cont;

arcel No. 2 (Tract SJ-A 27);
t ptn of the NE 1/4 of the NE 1/4 of Sec 29; the S half
the SE 1/4; the SE 1/4 of the SW 1/4; Government Lots
& 5; & t part of the John J Tomlinson DLC No. 52 lyg S &
of the Lanoche Drive, a dedicated st in the plat of
rlington, all in Sec 20; & all t ptn of Blks 20, 21, 22, 28,
& 40, & Lots 5, 7, 8, 9, 10, 11, 12 & 13 in Blk 23; all in
e subdivision of Burlington in Sec 20, accordg to rec plat
of; all in T2N R1W WM; wch lies wi a strip of lnd 100 ft
width, the boundaries of sd strip lyg 50 ft dist on either
of & pll to the survey ln of the St. Johns-Astoria
ansmission ln as now loc & staked on the ground, over, across,
upon the abv ppty, & part daf;

survey sta 101/31.54, a pt on the E lnof Sec 29, T2N R1W WM,
pt bg N 2°58'33" W alg sd E ln a dist of 1355.47 ft frm an
on bar markg the 1/4 sec cor on the E lnof sd Sec 29, th N
°40'15" W a dist of 548.04 ft to survey sta 106+79.58; th
44°31'15" W a dist of 1420.22 ft to survey station 120/99.80,
pt on the N ln of sd Sec 29, sd pt bg S 88°15'45" W alg sd N ln
dist of 1313.83 ft frm a concrete monument wi a brass cap
rkg the NE cor of sd Sec 29; th contg N 44°31'15" W into Sec
, T2N R1W WM a dist of 5822.45 ft to survey sta 179/22.25,
pt on W ln of sd Sec 20, sd pt bg S 1°54'23" W alg sd W ln a
st of 1210.23 ft frm a concrete monument markg the NW cor of
Sec 20.

e abv desc strips of lnd hv a combined length of 6859.12 ft &
ns 15.68 acres m/l.

arcel No. 3 (Tract SJ-A33);
t ptn of Lots 13, 14, 15 & 16 of Blk 25 of Burlington, a
bdivision in Sec 20, T2N R1W, WM MCO, accordg to the rec plat
of; wch lies wi a strip of lnd 100 ft in width, the boundaries
sd strip lyg 50 ft dist on either si of & pll to the survey
of the St. Johns-Astoria transmission ln as now loc & stakd
the ground ovr, across & upon the abv ppty, & part daf;
survey sta 120/99.80, a pt on the S lnof Sec 20, T2N R1W WM, sd
bg S 88°15'45" W alg sd S ln a dist of 1313.83 ft frm a
ncrete monument wi a brass cap markg the SE cor of sd Sec 20;
N 44°31'15" W a dist of 5822.45 ft to survey sta 179/22.25,
pt on W ln of sd Sec 20, sd pt bg S 1°54'23" W alg sd W ln a
st of 1210.23 ft frm a concrete monument markg the NW cor of
Sec 20.

e abv desc parcel of lnd has a length of 89.64 ft & ctns
28 acre m/l.

arcel No. 4 (Tract SJ-A 35);
ptn of the William Baker DLC No. 59 in Sec 19, T2N R1W WM, lyg
of Sly r/w ln of the United Railways Company's railroad r/w;
all t ptn of Lots 2, 4, 5, 6, 7, 8, 9, 10 & 11 of Blk 24; & all t
n of Blks 47, 48, 49, 50, & 52 in Burlington, a subdivision in
s 19 & 20, T2N R1W WM accordg to plat thof all in MCO;
h lies wi a strip of lnd 100 ft in width, the boundaries of sd
rip lyg 50 ft dist on either si of & pll to the survey ln of the
Johns-Astoria transmission ln as now loc & stkd on ground ovr,
ross, & upon the abv ppty, & part daf;

survey sta 120/99.80, a pt on the S lnof Sec 20, T2N R1W WM,
pt bg S 88°15'45" W alg sd S ln a dist of 1313.83 ft frm a
ncrete monument wi a brass cap markg the SE cor of sd Sec
20; th N 44°31'15" W a dist of 5822.45 ft to survey sta
9/22.25, a pt on W ln of sd Sec 20, sd pt bg S 1°54'23" W alg
W ln a dist of 1210.23 ft frm a concrete monument markg the

cont;

(4) cont;

NW cor of sd Sec 20;th contg N 44°31'15" W a dist of 758.75 ft to survey sta 186/81.00: th N 36°23'30" W a dist of 816.76 ft to survey sta 194/97.76, a pt on the N lnof sd Sec 19, sd pt bg S 89°23'55" W alg sd N ln a dist of 1056.91 ft frm the NE cor of sd Sec 19.

The abv desc strip of lnd has a combined length of 1408.95 ft & ctns 5.16 acres m/l.

(4) That possn of all of sd lnd be gvn to the USA on 13th dy Aug 1940

Done & dt in open Ct this 24th dy of Feb 1941.

/s/ Claude McColloch,Dist Judge

Filed Feb 24 1941 G H Marsh,Clk by E A Landis,Deputy Clk

The foregoing has been by me compared wi the orig thereof & is a true copy of Amended Judg on the Declaration of Taking in the abv entitled cause.
dt Feb 26 1941 Seal
Sig;G H Marsh,Clk by F L Buck,Chief Deputy.

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445 591 584 Wd $10 Mar 3 1941

J M Bowles & Mary M Bowles his wf to Albert J Bowles & Floyd F Bowles & wives___ their hrs

QCD&C unto sd Albert J Bowles & Floyd F Bowles & wives their hrs all fdrp in CPMCO daf t/wit
Lots 3 & 4 Blk 23,Hanson's 2nd Addition to East Portland,now in CPMCO.

ffi To h&h to Albert J Bowles & Floyd F Bowles & wives___

Sig & Ack

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446 591 586 certified co y of Death Record frm MCO Feb 26 1941

Full name: Gottlieb Spady, res;864 East 9th St N.Portland MCO. Died Oct 15 1927

Certified to that foregoing copy compared wi orig & correct transcript thfrm Feb 26 1941 Seal

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447 591 586 Mtg $500 Feb 7 1941

Emma B James to Lester O Kellogg & Glen O Kellogg,

Beg 992.37 ft S & 30 ft W of the Sec cor of Secs 16,20 & 21 in T1S R2E of WM MCO,th rung W 100 ft,th S 57.79 ft to the pl of begg,all in Sec 20,T1S R2E of WM (only 2 lots given Clerk)

Gvn tsp note dt Feb 1 1941,in sum $500,due 5 yrs a/d, wi int thon at 6% p/a frm dt until pd. Int to be pd annly.

Sig & Ack

Ventura Park" plg & Ack.

35852 654/5 QCD $10 Oct — 1940

Yvonne Schultz, now Yvonne Bartels and her hus, Alex Bartels to J S Keating, his hrs.

RRQC all their rtl in and to the fdrs in MCO, t/w: The und 1/2 of Lots 33,34,35 and 36 in Blk 25 in "Ventura Park".

Sig Yvonne Bartels, Alex Bartels.
Ack sm as first abv written. Nov 1 1940, Mason Co Wn.

35853 654/7 WD $10 May 2 1941

George H Waale and Virginia E Waale,h&w to Gladys M Tooley and Don C Tooley, her hus.

GBSC fbdrp in MCO:
The SEly 45 ft of the NWly 90 ft of the NEly 100 ft of Lot 17 NORTH ST. JOHNS, wi CP.

→ Ab-5

ffi

Sig & Ack.

35854 637/252 Sat of Mtg Dec 8 1941

Flora A Smith, a wid to Arthur G Sager and Catherine E Sager,his wf.

Sat Mtg dt June 6 1930, md by sp to Flora A Smith, Tr. for Leroy D Draper, and rec MCO in bk 98 pg 204 Mtgs on June 7 1930. By doc dt Oct 8 1932, rec Bk 212 pg 118 of sm recs as mtg, mtg was asgt by Leroy D Draper to Flora A Smith. By doc dt June 6 1933, rec Bk 229 pg 277 of sm recs as mtg, mtg was extendd. Further mtg extensions do not appear of record.

4/106 Stephens Acad

Sig & Ack.

12-13-41

35855 654/9 Final Judg in condemnation No. Civil 430 In the Dist Ct of US for Dist of Ore. ~~xxxxxxxxx~~ Oct 28 1941

United States of America, Petitioner, v. Highway Home Company an Ore corpn;F Breske;Multnomah County, a muni corpn; Burlington Water District, a muni corpn of the St of Ore; & William McKenzie, Jr., a sgl man.

*******Provision md for appointment of admr for Bonneville Project, sd admr authorized to acquire in name US any land nec etc

dent

38855 cont;

or appropriate for constructn of elec power transmission lns for use in connection wi Bonneville Project, etc.
Nec & in the int of the US to acquire over across & alg the lnds hcaf desc perpetual easement & ri of way for constructn elec power transmission lns etc subj to rights of public in all public roads sts, drives & ave & subj etc.
Fur appearing to the Court t the sum of $1500 was on Aug 13 1940 deposited in Registry of this Ct as estimated just compensation for the taking of such perpetual easement & r/w over & across the lnds hcaf desc & now has been deposited in Registry of the Ct by USA addnl sum of $300 tog wi int thon at 6% p/a frm Aug 13 1940, sd int amtg to sum $15.02, etc. That on Aug 13 1940 this Ct did enter a judg on declrn of taking & on Feb 24 1941, this Ct did entr an amendd judg undr wch judg & amendd judg the Ct ordered & adjudged t upon the filing of the declrn of takg ' depositg in Registry of this Ct afsd sum $1500 the US A did acquire title to a perpetual easement & r/w over across & alg lnds hcaf desc etc.
Fur appearg to Ct t at tm of filing of declrn of takg herein the deft Highway Home Company, an Ore corpn, was owner of the valid fee sim title to hcaf desc lnds; that the deft F Breske was owner & holdr of a 1st mtg upon sd lnds; & deft Multnomah County a muni corpn has a lien upon sd lnds by reason of txs levied & unpd thereon, tog wi penalty & int thon; & the defts Burlington Water Dist a muni corpn of St of Ore & William McKenzie Jr sgl mah have ea failed to assert any ri, title, int, equity or claim in or th the prms hcaf desc or any ptn ther of or in or to compensation now on deposit in the Registry of the Ct for the taking of sd easement etc. & sd defts & ea of them are now in default herein and entrd of record etc.

Now therefore, it is by the Ct at this tm, Ordered, adjudged & decree that a perpetual easement & r/w for the fol pps t/w; The perpetual ri to enter & to erect, repair, operate & patrol one or more elec power transmission lns & one or more telephone and/or telegraph lns, includg ri to erect such poles, transmission ln structures, wires, cables & any nec appurtenances; the ri to clear sd r/w & keep sm clear of brush, etc, subj howevr to the ri of the public in & to all public roads or dedicated sts, drive & aves; & subj also to all public utility easements & rights of way, pipes & conduits, irrigation & drainage lns, ditches, & canals thereon, over & across the fol desc lnds t/w;

Parcel No. 1 (Tract SJ-A-25);
A parcel of lnd bg all that portion of the Northwest 1/4 of Sec 28, T2N R1W WM MCO, lyg W of the Wly r/w ln of the United Railways Company's r/w; wch lies within a strip of lnd 100 ft in width, the boundaries of sd strip lyg 50 ft dist on either si of & pll to the survey ln of the St. Johns-Astoria transmission ln, as now loc & staked on the ground over, across & upon the abv ppty & part daf;

Ba survey station 51/59.05, a pt on the S lnof Sec 28, T2N R1W WM sd pt bg S 89°17'59" E alg sd S ln a dist of 407.94 ft frm a half inch iron pipe markg the 1/4 sec cor on the S ln of sd Sec 28; th N 29°12'15" W a dist of 186.11 ft to survey station 53/45.16; th N 54°28'15" W a dist of 3097.19 ft to survey station 84/42.35; th N 45°40'15" W a dist of 1689.19 ft to survey station 101/31.54, a pt on the W ln of sd Sec 28, sd pt bg N 2°58'53" W alg sd W ln a dist of 1355.47 ft frm an iron bar markg the 1/4 sec cor on the W ln of sd Sec 28. The abv desc strip of lnd has a length of 1905.92 ft & otns 4.15 acres m/l.

182

cont;

35855 cont;

Parcel No. 2 (Tract SJ-A-27)
That portion of the NE 1/4 of the NE 1/4 of Sec 29; the South half of the SE 1/4;the SE 1/4 of the SW 1/4; Government Lots 4 & 5;& that part of the John J Tomlinson DLC No. 52 lyg S & E of the Lanoche Drive,a dedicated St in the plat of Burlington,all in Sec 20; & all that portion of Blks 20,21, 22, 28,36 & 40,& Lots 5, 7, 8, 9, 10, 11, 12 & 13 in Blk 23,all in the subdv of Burlington in Sec 20, accordg to rec plat thereof; all lyg in T2N R1W WMO;wch lies within a strip of lnd 100 ft in width,the bounderies of sd strip lyg 50 ft dist on either si of & pll to the survey ln of the St. Johns-Astoria transmission ln as now loc & staked on the ground over,across & upon the abv ppty & part daf;

Ba survey station 101/51.54, a pt on the E ln of Sec 29,T2N R1W WM, sd pt bg N 2°58'33" W alg sd E ln a dist of 1355.47 ft frm an iron bar markg the 1/4 sec cor on the E ln of sd Sec 29;th N 45°40'15" W a dist of 548.04 ft to survey sta 106/79.58; th N 44°51'15" W a dist of 1420.22 ft to survey station 120/99.80 a pt on the N ln of sd Sec 29, sd pt bg S 88°15'43" W alg sd N ln a dist of 1315.83 ft frm a concrete monument wi a brass cap markg the NE cor of sd Sec 29;th contg N 44°51'15" W into Sec 20 T2N R1W WM a dist of 5822.45 ft to survey station 179/22.25, a pt on the W ln of sd Sec 20,sd pt bg S 1°54'23" W alg sd W ln a dist of 1210.23 ft frm a concrete monument markg the NW cor of sd Sec 20.
The abv desc strips of lnd hv a combined length of 6859.12 ft & ctns 15.68 acres m/l.

Parcel No. 3 (Tract SJ-A-33)
That ptn of lots 13, 14, 15 & 16 of Blk 25 of Burlington,a subdv in Sec 20, T2N R1W WM MCO,accordg to rec plat thereof;wch lies within a strip of lnd 100 ft in width,the boundaries of sd strip lyg 50 ft dist on either si of & pll to the survey ln of the St. Johns-Astoria transmission ln as now loc & staked on the ground over,across,& upon the abv ppty,& part daf;

Ba survey station 120/99.80,a pt on the S lnof Sec 20,T2N R1W WM sd pt bg S 88°15'43" W alg sd S ln a dist of 1315.83 ft frm a concrete monument wi a brass cap markg the SE cor of sd Sec 20; th N 44°51'15" W a dist of ~~xx~~ 5822.45 ft to survey station 179/22.25, a pt on the W ln of sd Sec 20, sd pt bg S 1°54'23" W alg sd W ln a dist of 1210.23 ft frm a concrete monument markg the NW cor of sd Sec 20,
The abv desc parcel of lnd has a length of 89.64 ft & ctns 0.22 acre m/l.

Parcel No. 4 (Tract SJ-A35)
That ptn of the William Baker DLC No. 59 in Sec 19,T2N R1W WM lyg S of the Sly r/w ln of the United Railways Company's RR r/w & all t ptn of Lots 2, 4, 5,6,7,8,9,10,11 of Blk 24; & all that ptn of Blks 47, 48,49,50,52 in Burlington, a subdv in Sections 19 & 20, T2N R1W WM accordg to rec plat thereof,all in MCO;wch lies within a strip of lnd 100 ft in width,the bounderies of sd strip lyg 50 ft dist on either si of & pll to the survey ln of the St. Johns-Astoria transmission ln as now loc & staked on the ground over,across,& upon the abv ppty & part daf;
Ba survey station 120/99.80, a pt on the S ln of Sec 20,T2N R1W WM,sd pt bg S 88°15'43" W alg sd S ln a dist of 1313.83 ft frm a concrete monument wi a brass cap markg the SE cor of sd Sec 20; th N 44°51'15" W a dist of 5822.45 ft to survey station 179/22.25, a pt on the W ln of sd Sec 20,sd pt bg S 1°54'23" W alg sd W ln a dist of 1210.23 ft frm a concrete monument markg the NW cor of sd Sec 20;th contg N 44°51'15" W a dist of 758.75 ft to survey

cont;

station 186/81.00; th N 36°23'30" W a dist of 816.76 ft to survey station 194/97.76, a pt on the N ln of sd Sec 19, sd pt bg S 89°23'55" W alg sd N ln a dist of 1056.91 ft frm the NE cor of sd Sec 19.
The abv desc strip of lnd has a combined length of 1408.95 ft & ctns 3.16 acres m/l;

is hereby vested in the petitioner, the United States of America, & it is hereby further considered, ordered & adjudged that the deft Highway Home Company, Ore corpn, is the legal owner of the lnds abv desc & is entitled to the whl of the compensation for the takg of sd perpetual easement & r/w, less txs due & owing to Multnomah County, Oregon, on sd lnds amtg, tog wi penalty & int, to the sum of $420.47; & that the deft F Breske receive nothing frm the compensation on deposit herein by reason of the fact that the mtg of sd deft upon the prms abv desc has been fully pd & satisfied & t the sd deft F Breske has specially appeared herein & filed his waiver of claim upon award or any ptn thereof by reason of sd mtg; and it is Further Ordered t the Clk of this Ct be & is hereby directed to pay forthwi out of the moneys on deposit in the Registry of this Ct in this cause, 1st, to the tax collector of Mult Co, Ore the sum of $420.47 in full settlement of all claims of sd county agst the abv desc lnds by reason of txs levied & unpd thereon, tog wi penalty & int; & second, the bal of the sum of $1615.02 now on deposit herein to the deft Highway Home Company, an Ore corpn, c/o Jay Bowerman, Atty at Law, Yeon Bldg, Portland, Ore, without chargg commission or poundage fees thereon, & t sd clk take the receipts of the tax collector of Mult Co Ore & of the deft Highway Home Company, an Ore corpn, therefor.

Dt Oct 28 1941

Sig; James Alger Fee, Dist Judge.

Filed Oct 28 1941, G H Marsh, Clk by F L Buck, Chief Deputy

The foregoing has been by me compared wi the original thereof & is a true copy of Final Judg in Condemnation in the abv entitled cause.
Dt Dec 6 1941

Sig G H Marsh, Clk, by F L Buck, Chief Deputy Seal

EXCEPTION NO. 23

EXHIBIT 7d

AFTER RECORDING RETURN TO:
Friends of Forest Park
PO Box 2413
Portland, Or. 97208

VEHICULAR EASEMENT

AGENCY CREEK MANAGEMENT CO., an Oregon corporation, Grantor, grants and conveys to THE FRIENDS OF FOREST PARK, an Oregon nonprofit corporation, Grantee, a perpetual nonexclusive easement for vehicular ingress to and egress from and appurtenant to the real property described in Exhibit A over a 30-foot wide roadway 15 feet on either side of the centerline of the existing road depicted on Exhibit B and described in Exhibit C, hereinafter referred to as "the Access Easement." Exhibits A, B, and C are attached hereto and made a part hereof.

Use of the Access Easement shall be limited to vehicular travel for the purpose of maintaining and caring for the real property described in Exhibit A and shall not be used by members of Grantee or by the general public for ingress to or egress from the real property described in Exhibit A except for such purposes.

Grantor shall retain the right to use the real property and the road hereby made subject to the Access Easement for all other purposes and to grant use of the road to any third party or parties particularly for ingress to and egress from lands owned by Grantor or by any third party or parties.

Neither Grantor nor Grantee shall have an obligation to repair and maintain the road subject to the Access Easement for use of the other party but each shall bear costs of maintenance in proportion to the use by each and in accordance with the guidelines provided by Oregon Revised Statutes 105.175; each shall be subject to the remedies provided by Oregon Revised Statutes 105.180.

This instrument filed for record by Fidelity National Title Company as an accomodation only. It has not been examined as to its execution or as to its effect upon the title.

FIDELITY NATIONAL TITLE 513654-1

J:\COMM\SBC\10123780.WPS

JUL - 7 1993

DATED this 14 day of January, 1992.

AGENCY CREEK MANAGEMENT CO.

By: John C. Hampton
Its President

STATE OF OREGON)
) ss.
County of Washington)

Before me this 14th day of January, 1992, appeared the above mentioned JOHN C. HAMPTON, who said he was the President of AGENCY CREEK MANAGEMENT CO. and was authorized to execute and did execute the foregoing Easement as the free act and deed of said corporation.

Victoria J. Shaylor
Notary Public for Oregon
My commission expires: 9/03/92

J:\CO1\JBC\10122JBC.MTS

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EXHIBIT A

38 ACRE TRACT DESCRIPTION

A tract of land in the Southwest one quarter of Section 20, Township 2 North, Range 1 West, Willamette Meridian being more particularly described as follows:

Beginning at the Southwest corner of said Section 20; thence South 88 43' 46" East along the South line of said Section 20 1455.40 feet to an iron rod; thence North 0 50' 41" East 308.33 feet to an iron rod; thence North 18 31' 04" West 954.84 feet to an iron rod; thence North 89 38' 15" West 1228.02 feet to an iron rod on the West line of said Section 20; thence South 3 21' 00" East along said West line 1181.03 feet to the point of beginning, containing 38.00 acres.

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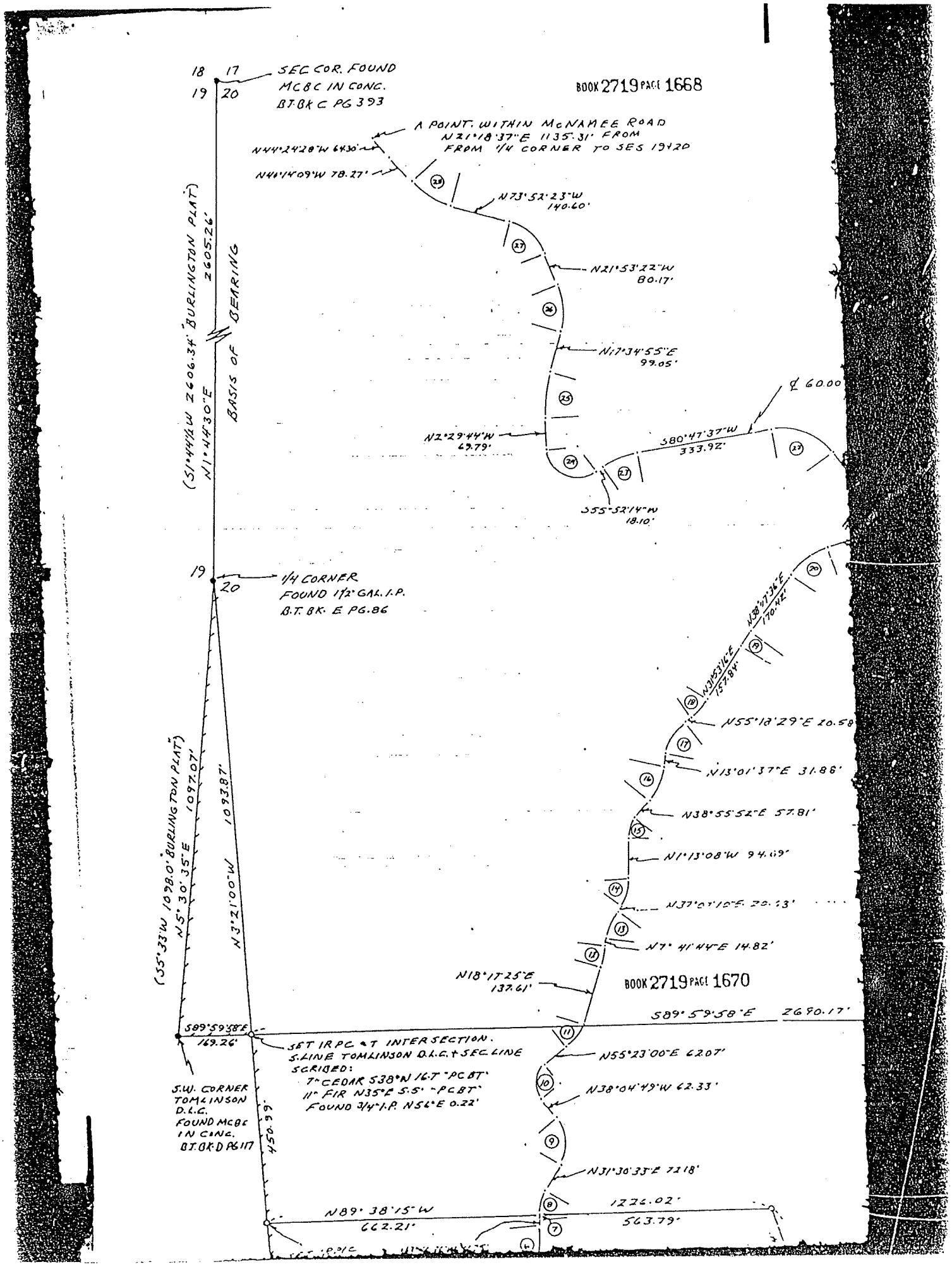
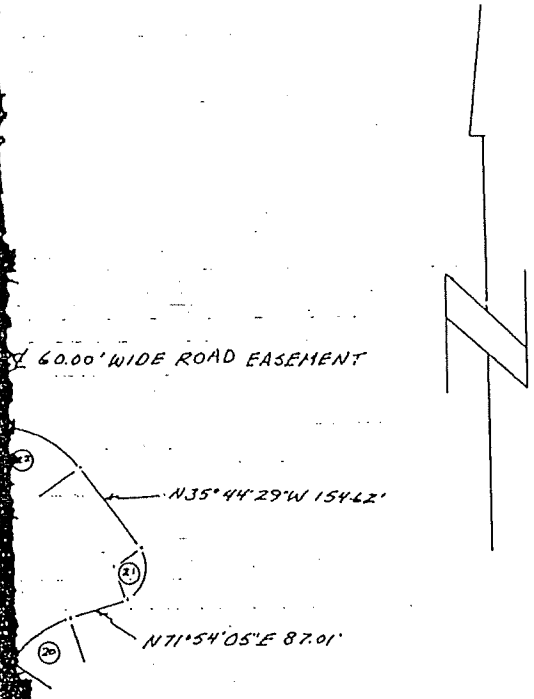

18 17 SEC COR. FOUND MCBC IN CONC. BT.BK.C PG 393
19 20
A POINT WITHIN McNAMEE ROAD N21°18'37"E 1135.31' FROM FROM 1/4 CORNER TO SES 19+20
N44°24'28"W 64.30'
N41°14'09"W 78.27'
N73°52'23"W 140.60'
N21°53'22"W 80.17'
N17°34'55"E 99.05'
℄ 60.00
N2°29'44"W 49.79'
S80°47'37"W 333.92'
S55°52'14"W 18.10'
(S1°44½"W 2606.34' BURLINGTON PLAT) N1°44'30"E 2605.26'
BASIS OF BEARING
19 20 1/4 CORNER FOUND 1½" GAL. I.P. B.T. BK. E PG. 86
N38°17'36"E 170.42'
N31°53'½"E 157.84'
N55°18'29"E 20.58'
N13°01'37"E 31.88'
N38°55'52"E 57.81'
N1°13'08"W 94.09'
N37°07'18"E 20.13'
N7°41'44"E 14.82'
N18°17'25"E 137.61'
BOOK 2719 PAGE 1670
S89°5'9.58"E 2690.17'
(S5°33'W 1098.0' BURLINGTON PLAT) S5°30'35"E 1097.07'
N3°21'00"W 1093.87'
S89°59'58"E 169.26'
SET IRPC & T INTERSECTION. S.LINE TOMLINSON D.L.C. & SEC. LINE SCRIBED: 7" CEDAR S38°N 16.7' "PC BT" 11" FIR N35°E 5.5' "PC BT" FOUND ¾" I.P. N56°E 0.22'
S.W. CORNER TOMLINSON D.L.C. FOUND MCBC IN CONC. BT.BK.D PG 117
450.99'
N55°23'00"E 62.07'
N38°04'49"W 62.33'
N31°30'33"E 72.18'
N89°38'15"W 662.21'
1226.02'
563.79'

RECORD OF SURVEY FOR:
AGENCY CREEK MANAGEMENT CO
AND
FRIENDS OF FOREST PARK
IN
SECTION 20, T. 2 N. R. 1W. W.M.
MULTNOMAH COUNTY, OREGON
NOV. 12, 1991 SCALE 1" = 200'

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO ESTABLISH THE BOUNDARIES OF A 38.00 ACRE TRACT, ESTABLISH OTHER CORNERS AND MARK BOUNDARY LINES AS SHOWN. ALSO TO SURVEY THE CENTER LINE OF AN EXISTING ROADWAY. HELD TO FOUND CORNERS AS SHOWN. BEARINGS BASED ON "BURLINGTON SUBDIVISION PLAT" BETWEEN 1/4 CORNER TO SECTIONS 19 + 20 AND N.W. CORNER OF SEC. 20. DISTANCES MEASURED TO NEW BEARING TREE SIDE CENTERS, BEARINGS TAKEN WITH HAND COMPASS DEC'L 21°E.



LEGEND

- ● = FOUND MONUMENT AS NOTED
- ○ = 1RP/C. SET 5/8" X 30" IRON ROD WITH YELLOW PLASTIC CAP MKD: "MORRIS PLS 401"
- MCBC: MULTNOMAH COUNTY BRASS CAP
- ——— = MARKED LINE WITH PINK PLASTIC RIBBON & RED PAINTED TREE BLAZES

CURVE DATA

CURVE No.	Δ	RADIUS	TAN.	ARC	LONG CHORD
(1)	17°00'17"	240.44'	35.94'	71.36'	S87°08'47"W 71.10'
(2)	56°09'45"	112.46'	60.00'	110.23'	S50°33'46"W 105.87'
(3)	73°55'18"	123.00'	92.56'	158.69'	S75°31'15"W 147.91'
(4)	64°04'33"	123.04'	77.00'	137.61'	N83°28'42"W 130.55'
(5)	133°36'39"	77.13'	180.00'	179.86'	N48°42'38"W 141.79'
(6)	21°52'20"	258.77'	50.00'	98.78'	N7°09'30"E 98.18'
(7)	7°32'22"	116.34'	7.66'	15.31'	N0°00'27"W 15.30'
(8)	27°44'47"	116.34'	28.73'	56.34'	N17°38'09"E 55.79'
(9)	69°35'24"	100.73'	70.00'	122.35'	N3°17'12"E 114.97'
(10)	93°27'55"	60.24'	64.00'	98.27'	N8°39'03"E 87.73'
(11)	37°05'38"	113.26'	38.00'	73.33'	N36°50'14"E 72.05'
(12)	10°35'42"	323.54'	30.00'	59.83'	N12°59'33"E 59.74'
(13)	29°25'27"	137.11'	36.00'	70.41'	N22°24'27"E 69.64'
(14)	38°20'18"	103.56'	36.00'	69.29'	N17°57'01"E 68.01'
(15)	40°09'00"	76.62'	28.00'	53.69'	N18°51'22"E 52.60'
(16)	25°54'15"	195.66'	45.00'	88.46'	N35°58'45"E 87.71'
(17)	42°16'52"	124.13'	48.00'	91.60'	N34°10'03"E 89.54'
(18)	23°25'13"	144.74'	30.00'	59.16'	N43°35'52"E 58.75'
(19)	6°14'20"	366.98'	20.00'	39.96'	N35°00'26"E 39.94'

S.E. COR TOMLINSON D.L.C. FOUND MCBC IN CONC. MT. BK O PG. 429

(20)	33°46'29"	179.87'	54.60'	106.03'	N55°00'51"E 104.50'
(21)	107°38'34"	51.65'	70.62'	97.03'	N18°04'48"E 83.38'
(22)	63°27'54"	148.77'	92.00'	164.79'	N67°28'26"W 156.49'
(23)	24°55'23"	221.73'	49.00'	96.45'	S68°19'55"W 95.69'
(24)	121°38'02"	72.57'	123.94'	154.07'	N63°18'45"W 126.72'
(25)	20°04'38"	338.94'	60.00'	118.77'	N7°32'35"E 118.16'
(26)	39°28'16"	175.61'	63.00'	120.98'	N2°09'14"W 118.60'
(27)	51°59'01"	131.27'	64.00'	119.10'	N47°52'52"W 115.05'
(28)	33°38'14"	198.50'	60.00'	116.53'	N57°03'16"W 114.87'

SURVEYED BY:

52312

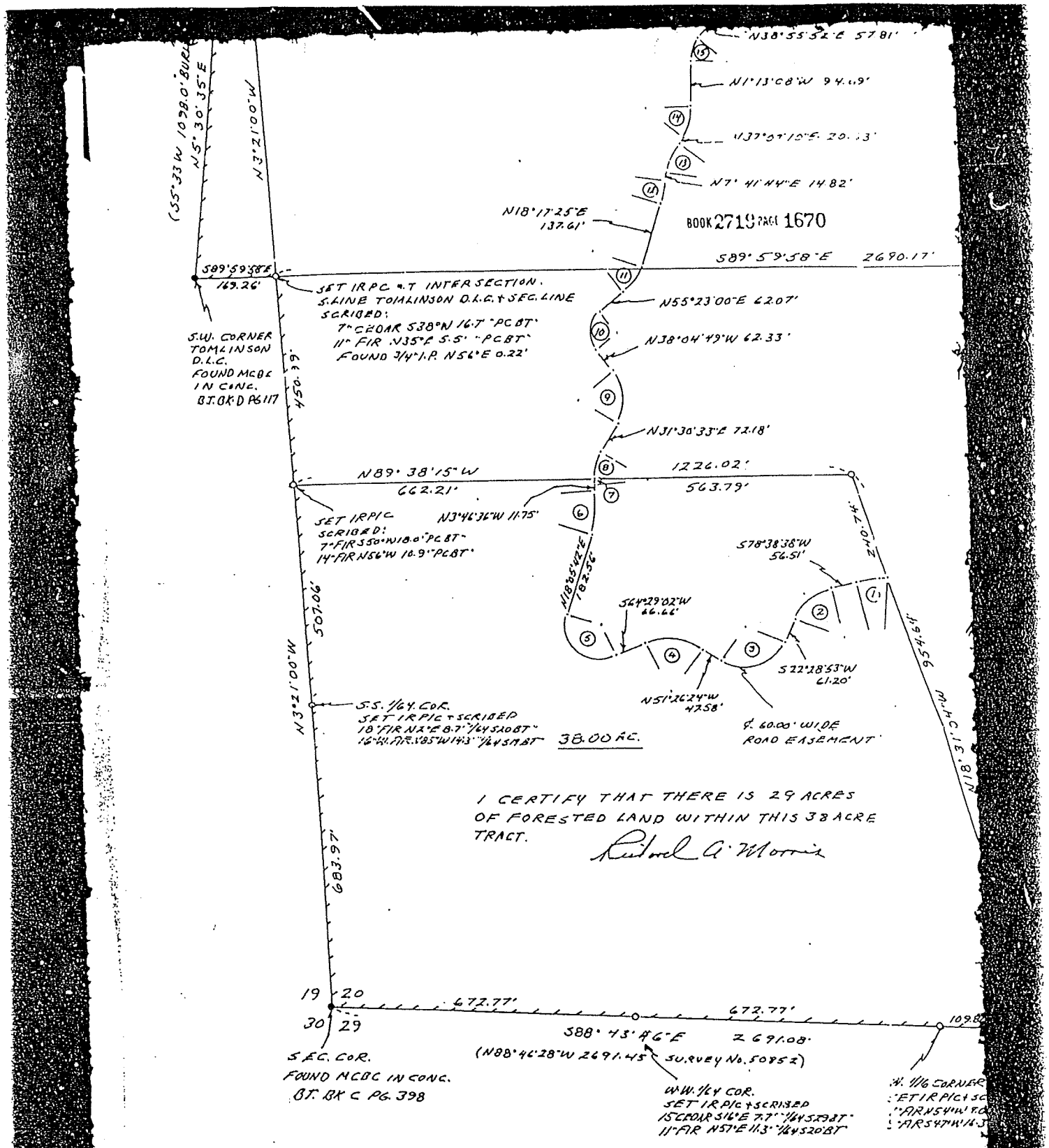


EXHIBIT B

52812

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52612

(10)	7°55'	60.24'	44.00'	98.27'	N8°39' E 87.73'
(11)	3, 15'38"	113.26'	79.00'	73.33'	N36°50' E 72.05'
(12)	10°35'42"	323.54'	30.00'	59.83'	N12°39'33"E 59.74'
(13)	29°35'27"	137.11'	26.00'	70.41'	N22°24'27"E 69.64'
(14)	38°20'18"	103.56'	30.00'	69.29'	N17°57'51"E 68.01'
(15)	40°09'00"	76.62'	20.00'	33.69'	N18°51'22"E 52.60'
(16)	25°54'15"	195.66'	45.00'	88.46'	N35°58'45"E 87.71'
(17)	42°16'52"	124.13'	48.00'	91.60'	N34°10'03"E 89.54'
(18)	23°25'13"	144.74'	30.00'	59.16'	N43°35'52"E 58.75'
(19)	6°14'20"	366.98'	20.00'	39.96'	N15°00'26"E 39.94'

BOOK 2719 PAGE 1671

7'

S.E COR TOMLINSON D.L.C FOUND MCBC IN CONC. NT. BK O PG. 429

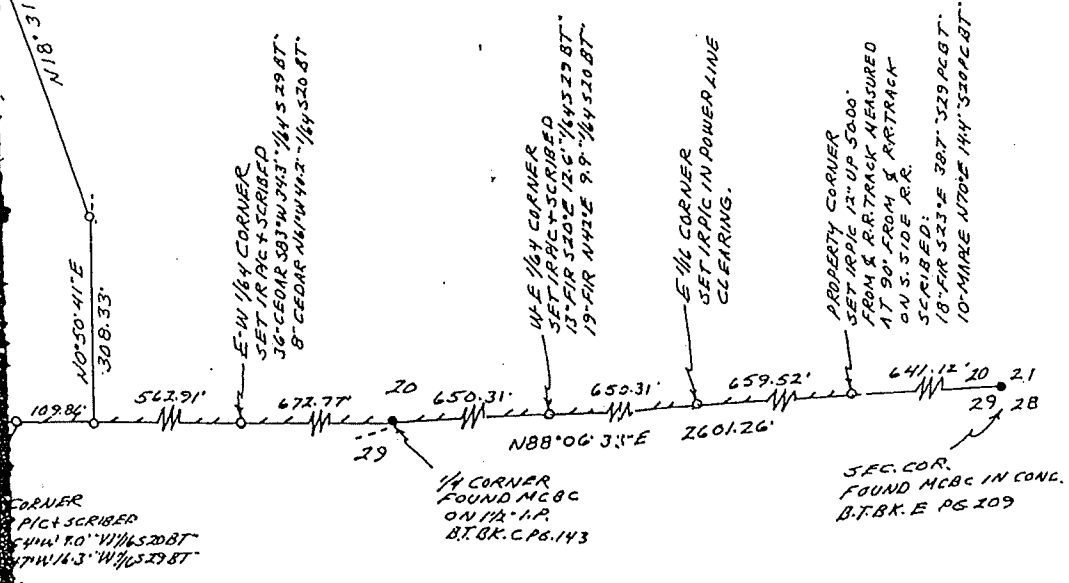
(20)	33°46'29"	179.87'	54.60'	106.03'	N55°00'51"E 104.50'
(21)	107°38'34"	51.65'	70.62'	97.03'	N18°04'48"E 83.38'
(22)	63°27'54"	148.77'	93.00'	164.79'	N67°28'26"W 156.49'
(23)	24°55'23"	221.73'	49.00'	96.45'	S68°19'55"W 95.69'
(24)	121°38'02"	72.57'	123.94'	154.07'	N63°18'45"W 126.72'
(25)	20°04'38"	338.94'	60.00'	118.77'	N7°32'35"E 118.16'
(26)	37°28'16"	175.61'	63.00'	120.98'	N2°09'14"W 118.60'
(27)	51°59'01"	131.27'	64.00'	119.10'	N47°52'52"W 115.05'
(28)	33°38'14"	198.50'	60.00'	116.53'	N57°03'16"W 114.87'

SURVEYED BY:

MULTNOMAH COUNTY
SURVEY RECORDS
FILED 26 NOV 91
REGISTER NUMBER
52812

REGISTERED
PROFESSIONAL
LAND SURVEYOR
OREGON
MAY 10, 1957
RICHARD A. MORRIS
401

16775 CHEHALEM WAY
HILLSBORO, OR. 97123



12

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EXHIBIT C

EASEMENT FROM 38 ACRE TRACT TO MCNAMEE ROAD

A 30.00 foot wide roadway easement along the center line of an existing roadway which is described as follows:

Beginning at a point on the North line of said 38.00 acre tract, said point being North 89 38' 15" West 563.78 feet from the Northeast corner of said 38.00 acre tract; thence along the arc of ± 116.34 foot radius curve to the right 56.34 feet, the long chord of which bears North 17 38' 09" East 55.78 feet; thence North 31 30' 33" East 72.18 feet; thence along the arc of a 100.73 foot radius curve to the left 122.35 feet, the long chord of which bears North 3 17' 12" East 114.97 feet; thence North 38 04' 49" West 62.33 feet; thence along the arc of a 60.24 foot radius curve to the Right 88.27 feet, the long chord of which bears North 8 39' 03" East 87.73 feet; thence North 55 23' 00" East 62.07 feet; thence along the arc of a 113.26 foot radius curve to the left 73.33 feet, the long chord of which bears North 36 50' 14" East 72.05 feet, thence North 18 17' 25" East 137.61 feet; thence along the arc of a 323.54 foot radius curve to the left 59.83 feet, the long chord of which bears North 12 59' 33" East 59.74 feet; thence North 7 41' 44" East 14.82 feet; thence along the arc of a 137.11 foot radius curve to the right 70.41 feet, the long chord of which bears North 22 24' 27" East 69.64 feet; thence North 37 07' 10" East 20.63 feet; thence along the arc of a 103.56 foot radius curve to the left 89.29 feet, the long chord of which bears North 17 57' 01" East 88.01 feet; thence North 1 13' 08" West 94.69 feet; thence along the arc of a 78.62 foot radius curve to the right 53.69 feet, the long chord of which bears North 18 51' 22" East 52.80 feet; thence North 38 55' 52" East 57.81 feet; thence along the arc of a 195.66 foot radius curve 88.46 feet, the long chord of which bears North 25 58' 45" East 87.71 feet; thence North 13 01' 37" East 31.88 feet; thence along the arc of a 124.13 foot radius curve to the right 91.60 feet, the long chord of which bears North 34 10' 03" East 89.54 feet; thence North 55 18' 29" East 20.58 feet; thence along the arc of a 144.74 foot radius curve to the left 58.18 feet, the long chord of which bears North 43 35' 52" East 58.75 feet; thence North 31 53' 16" East 157.84 feet; thence along the arc of a 368.98 foot radius curve to the right 39.96 feet, the long chord of which bears North 35 00' 26" East 39.94 feet; thence North 38 07' 36" East 170.42 feet; thence along the arc of a 178.87 foot radius curve to the right 106.03 feet, the long chord of which bears North 55 00' 51" East 104.50 feet; thence North 71 54' 05" East 87.01 feet; thence along the arc of a 51.65 foot radius curve to the left 97.03 feet, the long chord of which bears North 18 04' 48" East 83.38 feet; thence North 5 44' 29" West 154.62 feet; thence along the arc of a 148.77 foot radius

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curve to the left 184.79 feet, the long chord of which bears North 87 28' 38" West 156.49 feet; thence South 80 47' 37" West 333.92 feet; thence along the arc of a 221.73 foot radius curve to the left 66.49 feet, the long chord of which bears South 68 19' 55" West 66.23 feet; thence South 55 52' 14" West 18.10 feet; thence along the arc of a 72.57 foot radius curve to the right 154.07 feet, the long chord of which bears North 63 18' 45" West 126.72 feet; thence North 2 29' 44" West 69.79 feet; thence along the arc of a 998.94 foot radius curve to the right 118.77 feet, the long chord of which bears North 7 32' 35" East 118.16 feet; thence North 17 34' 55" East 99.05 feet; thence along the arc of a 175.81 foot radius curve to the left 120.98 feet, the long chord of which bears North 2 09' 14" West 118.60 feet; thence North 21 53' 22" West 80.17 feet; thence along the arc of a 131.27 foot radius curve to the left 119.10 feet, the long chord of which bears North 47 42' 42" West 115.05 feet; thence North 73 52' 23" West 140.60 feet; thence along the arc of a 198.50 foot radius curve to the right 118.63 feet, the long chord of which bears North 57 03' 18" West 114.87 feet; thence North 40 14' 09" West 78.27 feet; thence North 44 24' 28" West 84.30 feet to a point within McNamee Road, said point being North 21 18' 37" East 1135.31 feet from the one quarter corner common to Sections 19 and 20 Township 2 North, Range 1 West, Willamette Meridian.

I, Clerk, for the division of Conveyances, do hereby certify that the within instrument of writing was received for record and recorded in the records of said County.

93 JUL -7 PM 4:01

RECORDING SECTION
MULTNOMAH CO. OREGON

In Book 2719 Page 1665 On Page

witness my hand and seal of office affixed

Recorder of Conveyances

C. Swick Deputy

6530

Page 3 = EXHIBIT C

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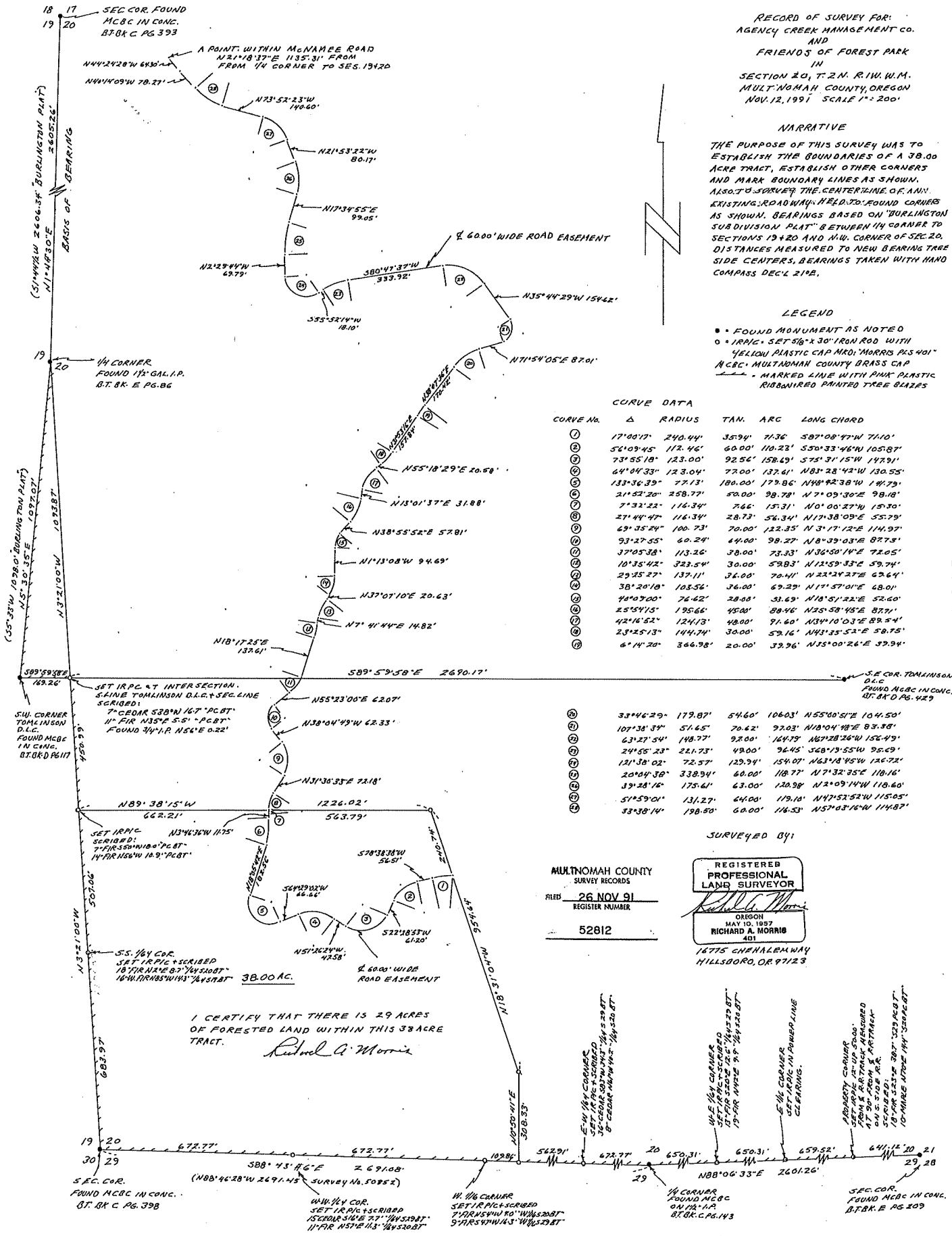

RECORD OF SURVEY FOR:
AGENCY CREEK MANAGEMENT CO.
AND
FRIENDS OF FOREST PARK
IN
SECTION 20, T. 2 N. R. 1 W. W.M.
MULTNOMAH COUNTY, OREGON
NOV. 12, 1991 SCALE 1" = 200'

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO ESTABLISH THE BOUNDARIES OF A 38.00 ACRE TRACT, ESTABLISH OTHER CORNERS AND MARK BOUNDARY LINES AS SHOWN. ALSO TO SURVEY THE CENTERLINE OF AN EXISTING ROADWAY HELD TO FOUND CORNERS AS SHOWN. BEARINGS BASED ON "BURLINGTON SUBDIVISION PLAT" BETWEEN 1/4 CORNER TO SECTIONS 19 & 20 AND N.W. CORNER OF SEC. 20. DISTANCES MEASURED TO NEW BEARING TREE SIDE CENTERS, BEARINGS TAKEN WITH HAND COMPASS DEC'L 21°E.

LEGEND

- ● = FOUND MONUMENT AS NOTED
- ○ = 1/2" I.P. SET 5/8" x 30" IRON ROD WITH YELLOW PLASTIC CAP MRO; "MORRIS PLS 401" N.C.B.C. MULTNOMAH COUNTY BRASS CAP
- ——— = MARKED LINE WITH PINK PLASTIC RIBBON/RED PAINTED TREE BLAZES

CURVE DATA

CURVE No.	Δ	RADIUS	TAN.	ARC	LONG CHORD
(1)	17°00'17"	240.44'	35.94'	71.36'	S87°08'47"W 71.10'
(2)	56°09'45"	112.46'	60.00'	110.23'	S50°33'46"W 105.87'
(3)	73°55'18"	123.00'	92.56'	158.69'	S75°31'15"W 147.91'
(4)	64°04'33"	123.04'	77.00'	137.61'	N83°28'42"W 130.55'
(5)	133°36'39"	77.13'	180.00'	179.86'	N48°42'38"W 141.79'
(6)	21°52'20"	258.77'	50.00'	98.78'	N7°09'30"E 98.18'
(7)	7°32'22"	116.34'	7.66'	15.31'	N0°00'27"W 15.30'
(8)	27°44'47"	116.34'	28.73'	56.34'	N17°38'09"E 55.79'
(9)	69°35'24"	100.73'	70.00'	122.35'	N3°17'12"E 114.97'
(10)	93°27'55"	60.24'	44.00'	98.27'	N8°39'03"E 87.73'
(11)	37°05'38"	113.26'	38.00'	73.33'	N36°50'14"E 72.05'
(12)	10°35'42"	323.54'	30.00'	59.83'	N12°59'33"E 59.74'
(13)	29°35'27"	137.11'	36.00'	70.41'	N22°24'27"E 69.64'
(14)	38°26'18"	103.56'	36.00'	69.29'	N17°57'01"E 68.01'
(15)	48°09'00"	76.62'	28.08'	33.69'	N18°51'22"E 52.60'
(16)	25°54'15"	195.66'	45.00'	88.46'	N25°58'45"E 87.71'
(17)	42°16'52"	124.13'	48.00'	91.60'	N34°10'03"E 89.54'
(18)	23°25'13"	144.74'	30.00'	59.16'	N43°35'52"E 58.75'
(19)	6°14'20"	366.98'	20.00'	39.96'	N35°00'26"E 39.94'
(20)	33°46'29"	179.87'	54.60'	106.03'	N55°00'51"E 104.50'
(21)	107°38'39"	51.65'	70.62'	97.03'	N18°04'48"E 83.38'
(22)	63°27'54"	148.77'	92.00'	164.79'	N67°28'26"W 156.49'
(23)	24°55'23"	221.73'	49.00'	96.45'	S68°13'55"W 95.69'
(24)	121°38'02"	72.57'	129.94'	154.07'	N63°18'45"W 126.72'
(25)	20°04'38"	338.94'	60.00'	118.77'	N7°32'35"E 118.16'
(26)	39°28'16"	175.61'	63.00'	120.98'	N2°09'14"W 118.60'
(27)	51°59'01"	131.27'	64.00'	119.18'	N47°52'52"W 115.05'
(28)	33°38'14"	198.50'	60.00'	116.53'	N57°03'16"W 114.87'

SURVEYED BY:

MULTNOMAH COUNTY
SURVEY RECORDS
FILED 26 NOV 91
REGISTER NUMBER
52812

REGISTERED
PROFESSIONAL
LAND SURVEYOR
OREGON
MAY 10, 1957
RICHARD A. MORRIS
401

16775 CHENALEM WAY
HILLSBORO, OR. 97123

52812

52812

ROAD RIGHT OF WAY VACATION PETITION

Owner of Abutting Property: Metro

600 NE Grand Avenue
Portland, OR 97232

Abutting Property: 2N1W19-00500; 2N1W20B-00200; 2N1W20BC-01300; 2N1W20BC-01400; 2N1W20B-00100; 2N1W20BC-00800; 2N1W20BC-01200; 2N1W20BC-01000; 2N1W20BC-00900; 2N1W20B-00500; 2N1W20B-00600; 2N1W20B-00400; 2N1W20B-00300; 2N1W20C-00500; 2N1W20C-00400; 2N1W20C-00100; 2N1W20BD-03700; 2N1W20C-00600; 2N1W20C-00300; 2N1W20C-00200; 2N1W20C-00700; 2N1W20-00400.

Metro, the owner in fee simple of the above described property, consents to the vacation of those portions of platted right of way in Section 20, T2N, R1W, W.M., Multnomah County, Oregon, lying within the Plat of Burlington, described as follows:

A) Claro Avenue, lying southerly from its westerly intersection line with Multnomah Avenue, its entire length;

B) Maduro Drive, lying westerly from its westerly intersection line with Summit Drive (NW McNamee), its entire length;

C) Bonito Drive, lying easterly from its easterly intersection line with Summit Drive (NW McNamee), its entire length;

D) Burlington Drive, lying westerly from its westerly intersection line with Multnomah Avenue, its entire length;

E) Loneta Drive, lying westerly from its westerly intersection line with Multnomah Avenue and easterly from its easterly intersection line with Burlington Drive, its entire length;

F) Inspiration Drive, lying easterly from its easterly intersection line with Burlington Drive and northerly from its easterly intersection line with Bonito Drive, its entire length;

G) Lanoche Drive, lying westerly from its westerly intersection line with Multnomah Avenue, its entire length;

aa) Unnamed alley, lying westerly from its westerly intersection line with Multnomah Avenue and easterly from its easterly intersection line with Bonito Drive, its entire length;

bb) Unnamed alley, lying southerly from its southerly intersection line with Summit Drive (NW McNamee) and northerly from its northerly intersection line with Bonito Drive, its entire length;

cc) Unnamed alley, lying southeasterly from its southerly intersection line with Bonito Drive and northwesterly from its northerly intersection line with Burlington Drive, its entire length;

dd) Unnamed alley, lying westerly from its westerly intersection line with Multnomah Avenue and easterly from its easterly intersection line with Inspiration Drive, its entire length (this alley may contain a Burlington Water District water line which also may extend across Inspiration Drive – and if vacated, legal access for the line would be through an easement);

ee) Unnamed alley, lying southerly from its southerly intersection line with Inspiration Drive and northerly from its northerly intersection line with Bonito Drive, its entire length;

ff) Unnamed alley, lying southerly from its southerly intersection line with Bonito Drive and northerly from its northerly intersection line with Burlington Drive, its entire length;

gg) Unnamed alley, lying easterly from its southerly intersection line with Burlington Drive and westerly from its westerly intersection line with Bonito Drive, its entire length;

hh) Unnamed alley, lying easterly from its easterly intersection line with Burlington Drive its entire length;

ii) Unnamed alley, lying southeasterly from its southeasterly intersection line with Inspiration Drive and northwesterly from its northwesterly intersection line with Lanoche Drive, its entire length;

jj) Unnamed alley, lying easterly from its easterly intersection line with Bonito Drive and westerly from its westerly intersection line with Lanoche Drive, its entire length.

As shown on the attached Burlington Plat and as more particularly described in the Vacation Petition submitted by Metro.

Metro

Gary Shepherd, Senior Assistant Attorney
Office of Metro Attorney

OFFICIAL STAMP
JENNIFER LYN VILLARREAL
NOTARY PUBLIC - OREGON
COMMISSION NO. 965914
MY COMMISSION EXPIRES AUGUST 27, 2021

STATE OF OREGON, County of Multnomah ss.

The foregoing instrument was acknowledged before me this 29 day of April, 2019 by Gary Shepherd, Senior Assistant Attorney, Office of Metro Attorney.

Notary Public for Oregon
My Commission Expires: 8/27/2021

EXHIBIT 8b

ROAD RIGHT OF WAY VACATION PETITION

Owner of Abutting Property: State of Oregon/Oregon Department of Transportation

Rail and Public Transit Division
555 13th Street NE, Suite 3
Salem, OR 97301

Abutting Property: 2N1W20-00500

Oregon Department of Transportation, the owner in fee simple of the above described property, consents to the vacation of all that portion of platted Bonito Drive, Burlington Drive, Inspiration Drive, and Lanoche Drive in Multnomah County, Oregon, as shown on the attached Burlington Plat and those portions of platted rights of way as more particularly described in the Vacation Petition submitted by Metro.

Any reconstruction or relocation of any ODOT facilities or services that may be required as a result of this vacation action, shall be performed at no cost to the State of Oregon.

Oregon Department of Transportation

Scott C. Claus
State of Oregon
Department of Transportation
Right of Way Manager

STATE OF OREGON, County of Marion) ss.

The foregoing instrument was acknowledged before me this 27th day of March, 2019 by Scott C. Claus, Right of Way Manager, Oregon Department of Transportation.

OFFICIAL STAMP
ASHLEY JORDAN VALDEZ
NOTARY PUBLIC-OREGON
COMMISSION NO. 983262
MY COMMISSION EXPIRES JANUARY 24, 2023

Ashley Valdez
Notary Public for Oregon
My Commission Expires: Jan 24, 2023

EXHIBIT 8c

ROAD RIGHT OF WAY VACATION PETITION

Owner of Abutting Property: Burlington Water District

Abutting Property: 2N1W20BD03800 – Burlington, Block 40, Lot 16

Burlington Water District, the owner in fee simple of the above described property, consents to the vacation of all that portion of platted Bonito Drive, Burlington Drive, Inspiration Drive, and other rights of ways and alleys providing access to the subject property in Multnomah County, Oregon, as shown on the attached Burlington Plat and as more particularly described in the Vacation Petition submitted by Metro.

Burlington Water District

Juli A. Valeske

Name: Juli A. Valeske
Title: Chairperson, Burlington Water District Board of Commissioners

STATE OF OREGON, County of Multnomah) ss.

The foregoing instrument was acknowledged before me this 19 day of April, 2019 by Juli A Valeske (name), Chairperson (title), Burlington Water District.

OFFICIAL STAMP
RAUL LARA
NOTARY PUBLIC-OREGON
COMMISSION NO. 958769
MY COMMISSION EXPIRES FEBRUARY 26, 2021

Notary Public for ~~Oregon~~ Oregon
My Commission Expires: 02/26/2021

EXHIBIT 8d

ROAD RIGHT OF WAY VACATION PETITION

Owner of Abutting Property: Portland General Electric Company

121 SW Salmon Street
Portland, OR 97204

Abutting Property: 2N1W20BC01100 – Burlington, Block 23, Lot 6

Portland General Electric Company, the owner in fee simple of the above described property, consents to the vacation of all that portion of platted Bonito Drive, in Multnomah County, Oregon, as shown on the attached Burlington Plat and those portions of platted rights of way as more particularly described in the Vacation Petition submitted by Metro.

Portland General Electric Company

Mark Lindley
Property Services Manager

STATE OF OREGON, County of Multnomah) ss.

The foregoing instrument was acknowledged before me this 30th day of April, 2019 by Mark Lindley, Property Services Manager, Portland General Electric Company.

OFFICIAL STAMP
JENNIFER LEE SANTHOUSE
NOTARY PUBLIC - OREGON
COMMISSION NO. 945874
MY COMMISSION EXPIRES JANUARY 03, 2020

Notary Public for Oregon
My Commission Expires:

EXHIBIT 8e

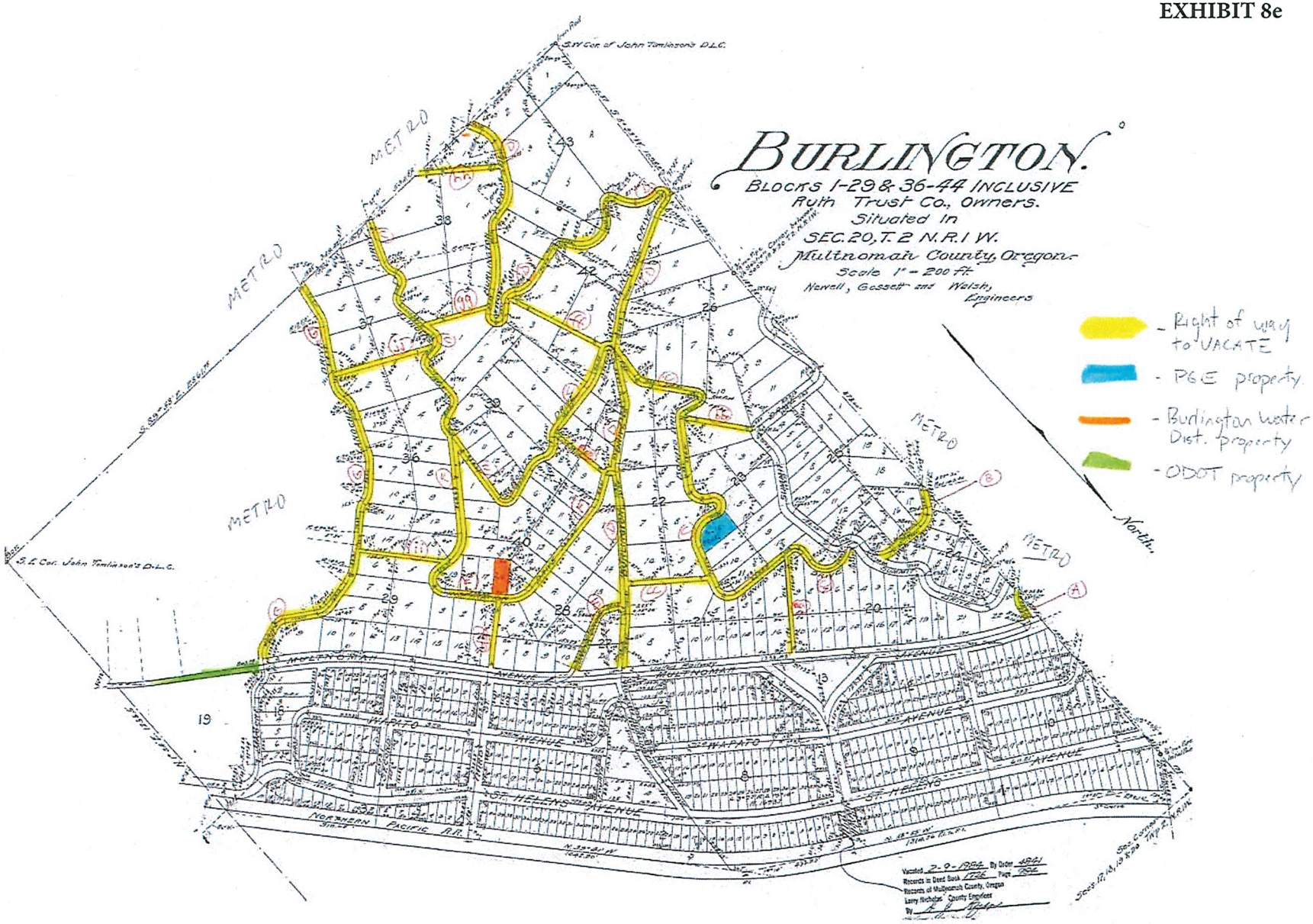
BURLINGTON.
BLOCKS 1-29 & 36-44 INCLUSIVE
Ruth Trust Co., Owners.
Situated in
SEC. 20, T. 2 N. R. 1 W.
Multnomah County, Oregon.
Scale 1" = 200 ft.
Newell, Gossett and Welsh, Engineers
- Right of way to VACATE
- PGE property
- Burlington Water Dist. property
- ODOT property
North.
METRO
S.W. Cor. of John Tomlinson's D.L.C.
S. E. Cor. John Tomlinson's D.L.C.
MULTNOMAH AVENUE
WAPATO AVENUE
ST. HELENS AVENUE
NORTHERN PACIFIC R.R.
BURLINGTON DRIVE
Vacated 2-9-1956 By Order 4841
Records in Deed Book 1726 Page 004
Records of Multnomah County, Oregon
Larry Nicholas, County Engineer
By

EXHIBIT 9

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Vacation of Second Street in Section 20, T2N, R1W, W.M., Multnomah County, Oregon/Vacation No. 5000	))))	ORDER 92-138

A Consent to Vacation in proper legal form from Charles C. and Julie V. Morrow and Agency Creek Management Company, for vacation of a portion of Second Street, in Section 20, T2N, R1W, W.M., Multnomah County, Oregon, more specifically described following, has been filed herein; and

It appearing that the petition contains the signatures of the owners of 100% of the abutting property; and

It further appearing that the Director of Environmental Services has investigated the advisability of vacation the aforementioned undeveloped public road, which is unnecessary for any public purpose, and the Director has filed a report indicating that the proposed vacation is in the public interest, and recommends that said right-of-way be vacated, subject to certain conditions, said portion of right-of-way being more particularly described as follows:

Part of Second Street in Section 20, T2N, R1W, W.M., Multnomah County, Oregon, lying w thin the Plat of Burlington, described as follows:

That part of Second Street lying southerly of the southerly line of Wapato Drive and northerly of the northerly line of Multnomah Avenue.

It further appearing that the Board of County Commissioners considered the report and recommendation of the Director of Environmental Services, and no written or oral objections were filed or heard; and

It further appearing that the vacation would be in the public interest; and

It further appearing that, in accordance with the Oregon law, the Board of County Commissioners has determined that no further notice be given or hearing held in this matter;

ORDER
Vacation No. 5000

IT IS THEREFORE ORDERED, that the above described undeveloped public road be, and the same is, hereby vacated as a dedicated street.

FURTHER ORDERED, that the Order of Final Vacation be recorded in the Deed Records of Multnomah County, Oregon.

DATED this 6 day of August, 1992.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

GLADYS McCOY/Chair

REVIEWED:

LAURENCE KRESSEL
County Counsel
for Multnomah County, Oregon

By Peter Livingston
Peter Livingston

9902V