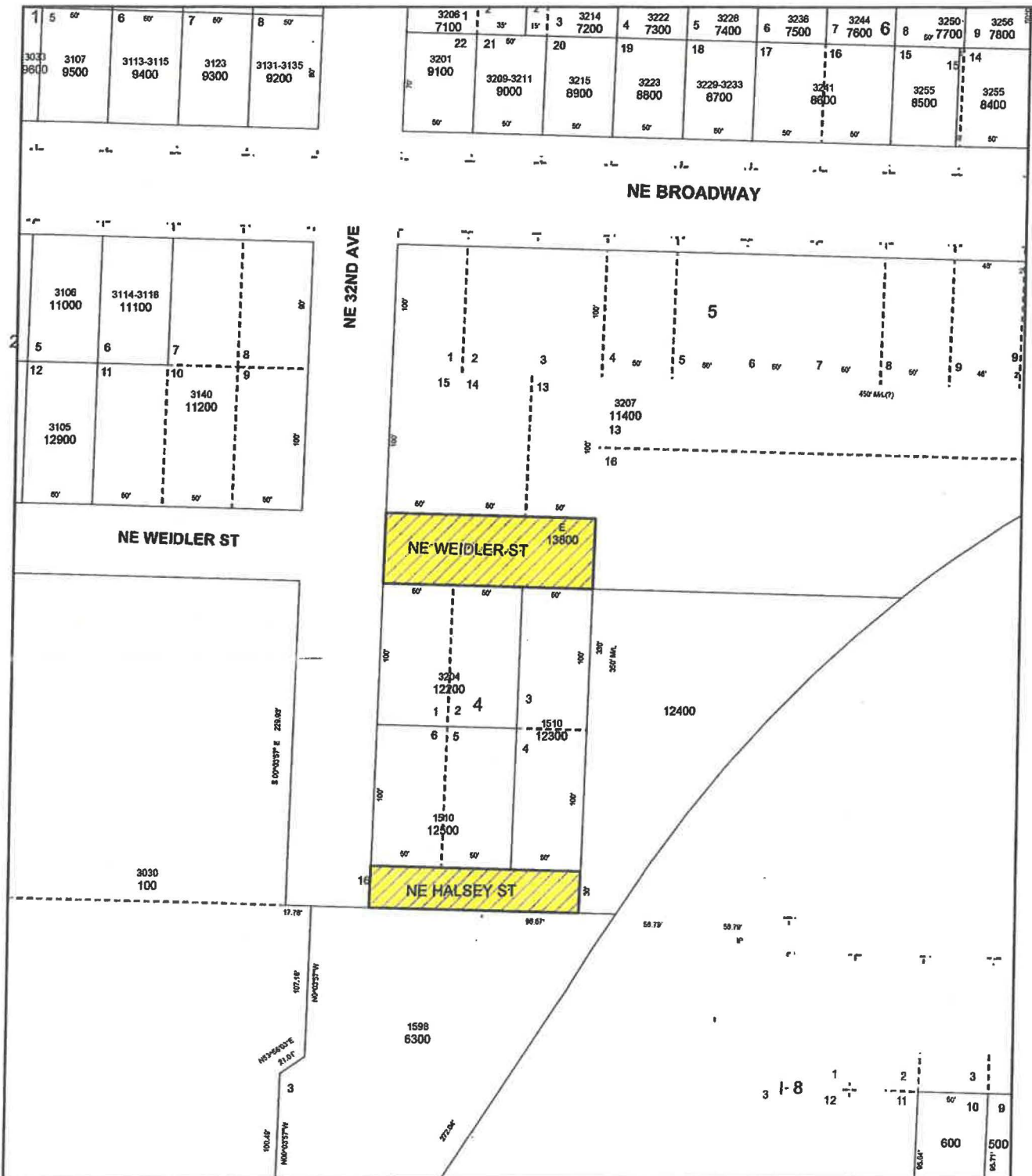


Exhibit 1



**NE Weidler Street and NE Halsey Street east of NE 32nd Avenue**

Petitioner: Capstone Partners LLC/City of Portland

 Area herein vacated

State ID: 1N1E25CD 1/4 Section: 2833



1 inch = 100 feet

## Exhibit 2

After Recording Return to:  
Portland Parks & Recreation  
1120 SW 5<sup>th</sup>, Rm 1302  
Portland, OR 97201  
Tax Statement shall be sent to:  
No Change

---

### TRAIL EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that **GPV II, LLC**, a Delaware limited liability company ("Grantor"), in consideration of the sum of One and no/100 Dollar (\$1.00), and other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon, ("Grantee" and/or "City"), the receipt whereof is hereby acknowledged, hereby conveys unto the City of Portland a perpetual, nonexclusive, affirmative easement to use that portion of its property in the location legally described in the attached Exhibit A and depicted on the attached Exhibit B ("Easement Area").

1. Purpose. The purpose of this easement is to provide a public access path between the future Sullivan's Gulch Trail and NE 32<sup>nd</sup> Ave. in accordance with Portland City Code 33.272. The Easement Area will consist of a Public Access Area and a Trail Area that are generally depicted on Exhibit B. City acknowledges that Grantor's "loop road" (also referred to as "existing private drive" in LU15-251943 DZ) is a paved road ("Loop Road") that is located in part in the Easement Area and depicted in Exhibit C. The Public Access Area is that portion of the Easement Area that generally consists of Vacated NE Halsey Street and is within the Loop Road. The Trail Area is that portion of the Easement Area that does not contain the Loop Road and is located primarily in the southernmost portion of the tax lot identified as the southernmost portion of Tract 2 per Doc. #2013-059291. The intent of this Easement is that Grantor will allow the public access along its Loop Road in the Public Access Area which will then connect to a trail to be built by City in the Trail Area.
2. Scope of Public Use. The public shall have the right to use the Easement Area as a public recreational trail in the same manner as a public park but subject to: (i) all existing encumbrances, including, without limitation, the Grant Park Village Covenants, Conditions, and Restrictions (the "CCRs and (ii) Grantor's right to close the trail to public use between the hours of 10:00 p.m. and 6:00 a.m..
  - 2.1 Public use of the Easement Area is subject to Title 20 of the Portland City Code, as currently enacted or hereafter amended, as well as any rules, regulations, and policies of Portland Parks and Recreation, unless specifically stated otherwise herein.
  - 2.2 Subject to the terms and provisions of this easement, City may permit organized runs or walk events in the Easement Area consistent with City rules, regulations, and policies.

3. Scope of Grantor's Use. Grantor shall have the right to use the Easement Area for all purposes consistent with the exercise by the public of the rights granted herein, and the existing encumbrances on the property including the Grant Park Village Covenants, Conditions, and Restriction. No commercial activities shall be conducted in the Easement Area by any party. The City acknowledges that the Loop Road is existing and will be improved in its existing location in the Public Access Area and that nothing in this Easement shall be deemed to limit future development of Grantor's property outside of the Easement Area.
4. No Camping. Grantor reserves the right to enforce a prohibition on camping within the Easement Area. Grantor shall defend, indemnify, and hold the City of Portland, its officers, agents and employees harmless from any and all liability or claims for damages to persons or property which may arise or result directly from the action taken by Grantor in the enforcement of the prohibition on camping.
5. Construction of Trail. The City shall construct, at its sole cost, the Trail within the Trail Area in a good and workmanlike manner and in compliance with all applicable laws. Specifically, this Easement gives the City the right to enter the Easement Area at any time to establish, install, construct, maintain, and repair a trail, and related amenities, including but not limited to benches, lighting, trail markers, and bollards (collectively, the "Trail") in the Trail Area. The Trail that City has the right to establish hereunder may be either a low-impact soft surface trail or an all-weather paved trail, or any combination or variant thereof, at Grantee's discretion. City shall have the right to use the Public Access Area at all times but no later than 10:00 p.m. and no earlier than 6:00 a.m., including with trucks and construction materials during construction, to access the Trail Area. Grantee must not unreasonably and materially impede pedestrian, bike, or vehicular traffic by Grantor, its tenants, invitees, customers, or guests. City may install signage regarding the trail connection in the Public Access Area at location mutually agreed upon that do not materially interfere with the functionality of the Loop Road.

A portion of the Loop Road, constructed by Grantor, will serve as the public access path between NE 32<sup>nd</sup> and the Trail. In the event that the larger Grantor site is reconfigured in the future to eliminate the Loop Road, City may construct a trail in the Public Access Area that connects with and is similar to the Trail in the Trail Area. However, vehicular access must be maintained to the buildings.

6. Maintenance and Repair.

- 6.1 Once the Trail is constructed, the City, at no cost to Grantor, shall be responsible for maintenance and repair of the Trail within the Trail Area and any signage Grantee installs in the Public Access Area as provided for in Section 33.272.070 of the City Code. City, however, shall have no responsibility to maintain the Loop Road, which shall be the responsibility of Grantor to maintain in a safe condition. The City shall maintain the Trail in a manner which is continuously safe for pathway use, comparable to maintenance levels on other City trails, in compliance with all applicable laws, and shall remove those plants listed as prohibited on the Portland Plant List. If either party fails to maintain or repair its portion of the Easement Area to the level herein described and such failure continues for thirty (30) days after written notice to the defaulting party

of such failure with no written response to the notice from the defaulting party, the non-defaulting party shall have the right to perform necessary maintenance or repair and the defaulting party shall reimburse the other party for all reasonable sums so expended. Neither party shall be obligated to reimburse the other for repair or maintenance work during such time as the parties are working to resolve disputes regarding the condition of the Easement Area.

6.2 The City, at no cost to Grantor, has agreed to assume responsibility for maintenance for the Trail as provided for in Section 33.272.070, Trail Maintenance and Liability, of the City Code. However, Grantor shall reimburse City for all sums expended by City to repair any damage to the Trail due to the gross negligence or willful misconduct of Grantor or Grantor's agents or employees.

6.3 The City shall not plant any tree within the Trail Area that will interfere with views from Grantor's property and the City shall maintain any City-planted tree within the Trail Area to insure that no City-planted tree in the Trail Area interferes with views from Grantor's property.

7. Alterations and Enhancements. Other than the Loop Road, as approved by the Bureau of Development Services, Grantor shall not construct any improvement nor plant any trees in the Trail Area without first obtaining the approval of the City's Portland Parks and Recreation and the City's Bureau of Development Services, which approval shall not be unreasonably withheld, conditioned or delayed. Approval is not unreasonably withheld if, in the reasonable judgment of the City, the proposed improvement unreasonably limits or interferes with City's ability to construct the trail or the public's right to use the trail under the terms of this easement agreement, or if the City determines that the proposed improvement does not comply with applicable regulations. Approval is not unreasonably conditioned if the condition is required by the City Code, or if it is reasonably necessary either to make the proposal comply with approval criteria in the City Code or to preserve the public's ability to use the trail in accordance with the provisions of this easement agreement. Approval is not unreasonably delayed so long as the City are diligently pursuing resolution of any issues raised by the proposed improvement.

8. Hazardous Substances.

8.1 Grantor represents that to its knowledge without duty of inquiry, the Easement Area is not in violation of any local, State or Federal environmental law or regulation.

8.2 Grantor represents that it has provided the City with all environmental reports, environmental investigations and environmental assessments regarding the Easement Area that are in Grantor's possession. Notwithstanding the foregoing, Grantor makes no representations or warranties concerning the accuracy or completeness of such reports, investigations or assessments, or any information contained therein.

8.3 Grantor represents that, to Grantor's knowledge, there are no underground storage tanks, as defined in Oregon law, presently on or under the Easement Area.

- 8.4 Grantor, its successors, and assigns retain financial responsibility for complying with existing and future regulatory actions concerning the environmental conditions of the Easement Area, including Oregon Department of Environmental Quality and United States Environmental Protection Agency orders and consent agreements except to the extent such compliance is triggered by the acts or omissions of City, its officers, agents, or employees, , in which event the City shall be responsible for such compliance.
- 8.5 By accepting this Easement, the City is not accepting any liability for any release of hazardous substances onto or from the Easement Area prior to the date of this easement, and Grantor is not attempting to convey any such liability.
- 8.6 Grantor agrees to defend, indemnify and hold harmless the City, its officers, agents, and employees against all liability, damages, losses, claims, demands, actions, and suits (including attorney fees and costs) resulting from a release or threat of release of hazardous substances, as defined in ORS 465.200(9) in the soil, groundwater, or soil vapor or any other medium, on or from the Easement Area. Notwithstanding the foregoing, this provision shall not apply to a release or threat of release of hazardous substances onto or from the Easement Area caused by the officers, contractors, agents, or employees of the City.
9. Effective Date. The rights of the public under this easement agreement shall become effective on the date hereof (see signature page).
10. Successor Interests. The covenants, terms, conditions, and restrictions of this easement agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and permitted assigns and shall continue as a servitude running in perpetuity with the Easement Area.
11. Indemnification. The parties to this easement agreement acknowledge that, to the extent so provided in ORS 105.672 to ORS 105.696, both Grantor and City are immune from liability for injuries incurred on the property by members of the public who access the Easement Area under authority of this easement agreement. Subject to the limits of the Oregon Constitution and Oregon Tort Claims Act, the City shall indemnify, defend (with counsel selected by the City and reasonably acceptable to Grantor) and hold Grantor and its successors and assigns harmless from and against all actual or threatened liens, liabilities, claims, injuries, actions, damages (including, without limitation, environmental liabilities and foreseeable and unforeseeable consequential damages), penalties, costs, expenses (including attorneys' fees) and losses to persons or property or to natural resources to the extent directly or indirectly arising out of, or resulting from, the use of the Easement Area by the City, its officers, agents, employees or contractors. In no event shall the City be obligated to indemnify Grantor from any liability, claim, action, damage or loss to the extent it arises from the gross negligence or the willful misconduct of Grantor or its agents, or employees.
12. Duration. This easement shall remain in effect perpetually. However, it shall terminate automatically in the event that the City Council, by ordinance, declares that the easement no longer is needed for public use, in which case the City shall execute a recordable document evidencing such termination.



- 13. Encumbrances. This easement is granted subject to all prior easements or encumbrances of record. Amendments to the CCR's may be made by Grantor so long as they do not impact the Easement Area in any way or, if they do have an impact, the amendment is approved in writing by Grantee's Property Manager, which approval shall not be unreasonably withheld, conditioned, or delayed.
- 14. Choice of Law; Forum. This easement agreement shall be governed by and construed in accordance with the laws of the State of Oregon, excluding its choice of law principles. Any litigation arising under this easement agreement shall occur in the court sitting in Multnomah County having proper jurisdiction.

IN WITNESS WHEREOF, GPV II, LLC, a Delaware limited liability company, pursuant to its Articles of Organization, duly and legally adopted, has caused these presents to be signed by its member, this 18<sup>th</sup> day of May, 2018

GPV II, LLC,  
a Delaware limited liability company

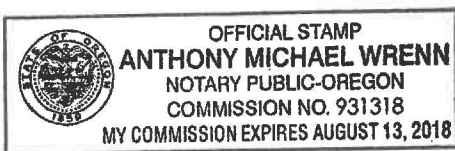
By: Grant Park Village LLC,  
a Delaware limited liability company  
Its: Sole Member

By: Grant Park Village Holding Company, LLC,  
an Oregon limited liability company  
Its: Administrative Member

By:   
Name: Jeffrey M. Sackett  
Title: Authorized Officer

STATE OF OREGON)  
)  
County of Multnomah)

7 The foregoing instrument is acknowledged before me this 18 day of May, 2018, by Jeffrey M. Sackett as a member of GPV II, LLC, a Delaware limited liability company.



  
Notary Public for Oregon  
My Commission Expires: 8/13/18

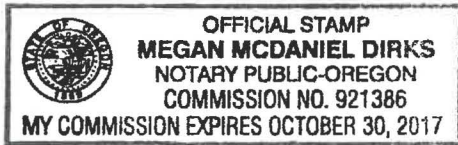
THE CITY OF PORTLAND

By: *Mike Abbate*  
Mike Abbate, Director

By: *N/A*  
, Auditor

STATE OF OREGON)  
)  
County of Multnomah)

The foregoing instrument is acknowledged before me this *14<sup>th</sup>* day of *June*, ~~2016~~, by Mike Abbate, Director for the City of Portland, on its behalf.  
*2017*



*Megan McDaniel Dirks*  
Notary Public for Oregon  
My Commission Expires: *October 30, 2017*

APPROVED AS TO FORM

APPROVED AS TO FORM

By: *[Signature]* *6/6/17*  
City Attorney CITY ATTORNEY

## **EXHIBIT "A"**

### **PUBLIC ACCESS EASEMENT**

A PARCEL OF LAND BEING A PORTION OF THE VACATED N.E. HALSEY STREET LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT A THE SOUTHWEST CORNER OF LOT 6, BLOCK 4 OF THE PLAT OF "BROADWAY ADDITION TO THE CITY OF PORTLAND", SAID POINT IS ALSO ON THE NORTH LINE OF THE VACATED RIGHT OF WAY OF N.E. HALSEY STREET (30 FEET WIDE);

THENCE, NORTH 89°59'29" EAST, ALONG THE SOUTH LINE OF SAID BLOCK, A DISTANCE OF 150.00 FEET TO THE SOUTHEAST CORNER OF LOT 4 OF SAID BLOCK 4 AND THE NORTHEAST CORNER OF SAID VACATED STREET;

THENCE, LEAVING SAID NORTH LINE OF HALSEY, SOUTH 00°03'55" EAST A DISTANCE OF 30.00 FEET TO THE SOUTHERLY LINE OF SAID VACATED STREET;

THENCE, SOUTH 89°59'29" WEST, ALONG SAID LINE, A DISTANCE OF 150.00 FEET TO A POINT THAT IS ON THE SOUTHERLY PROJECTION OF THE EAST RIGHT OF WAY LINE OF N.E. 32ND AVENUE;

THENCE, ALONG SAID PROJECTED EAST RIGHT OF WAY LINE NORTH 00°03'55" WEST A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 4500 SQUARE FEET

### **TRAIL EASEMENT**

A PARCEL OF LAND ABUTTING THE EAST LINE OF THE VACATED N.E. HALSEY STREET, BEING A PORTION OF "TRACT 2" OF MULTNOMAH COUNTY DOCUMENT NUMBER 2013-059291 LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT A THE SOUTHEAST CORNER OF LOT 4, BLOCK 4 OF THE PLAT OF "BROADWAY ADDITION TO THE CITY OF PORTLAND", SAID POINT IS ALSO ON THE NORTH LINE OF THE VACATED RIGHT OF WAY AT THE EAST TERMINUS OF N.E. HALSEY STREET (30 FEET WIDE);

THENCE, LEAVING SAID NORTH LINE, NORTH 89°59'29" EAST, INTO SAID "TRACT 2", A DISTANCE OF 46.85 FEET, MORE OR LESS, TO THE NORTHWESTERLY RIGHT OF WAY LINE OF THE "OREGON-WASHINGTON RAILROAD";



THENCE, ALONG AN OFFSET SPIRAL CURVE CONCAVE TO THE SOUTHEAST, WITH A CHORD BEARING OF SOUTH 32°46'50" WEST, WITH A CHORD LENGTH OF 35.78 FEET (SEE ATTACHED EXHIBIT "B"), TO THE SOUTH LINE OF TRACT 2,

THENCE, NORTH 89°54'45" WEST, ALONG SAID SOUTH LINE A DISTANCE 27.47 FEET TO THE SOUTHEAST CORNER OF SAID VACATED N.E. HALSEY STREET;

THENCE, ALONG SAID EAST RIGHT OF WAY LINE NORTH 00°03'55" WEST A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

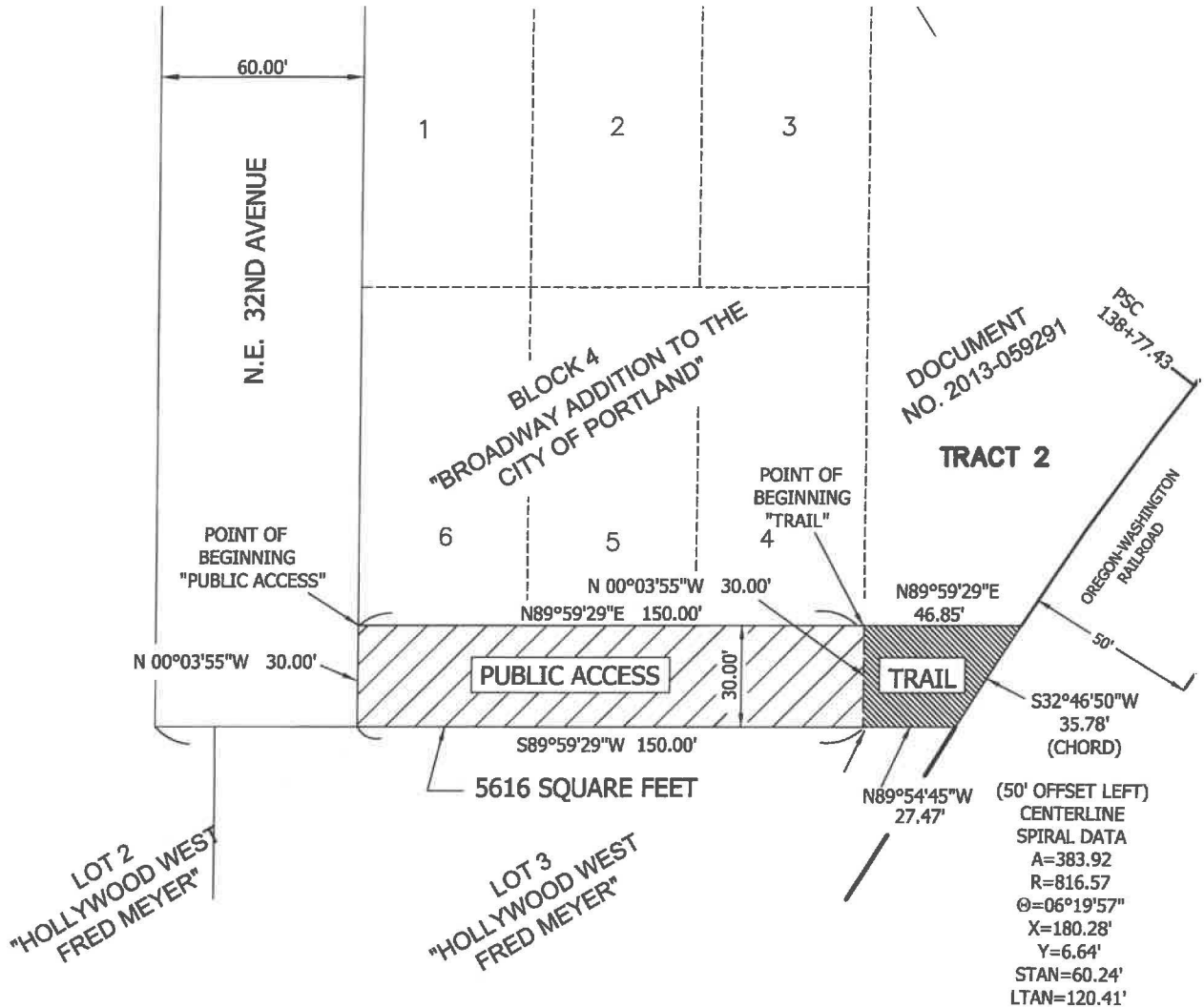
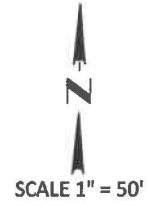
CONTAINS 1,116 SQUARE FEET

Project No. 2015-06  
October 5, 2016



Accurate Land Surveys, Inc.  
1170 NE 64<sup>th</sup> Lane, #1204 Hillsboro, Oregon 97124503-645-2360 Fax 503-617-0544  
[www accurateland surveys.com](http://www accurateland surveys.com)

EXHIBIT "B"  
PUBLIC ACCESS AND TRAIL EASEMENTS



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Bryan Hill*

OREGON  
JUNE 30, 1997  
BRYAN L. HILL  
2821

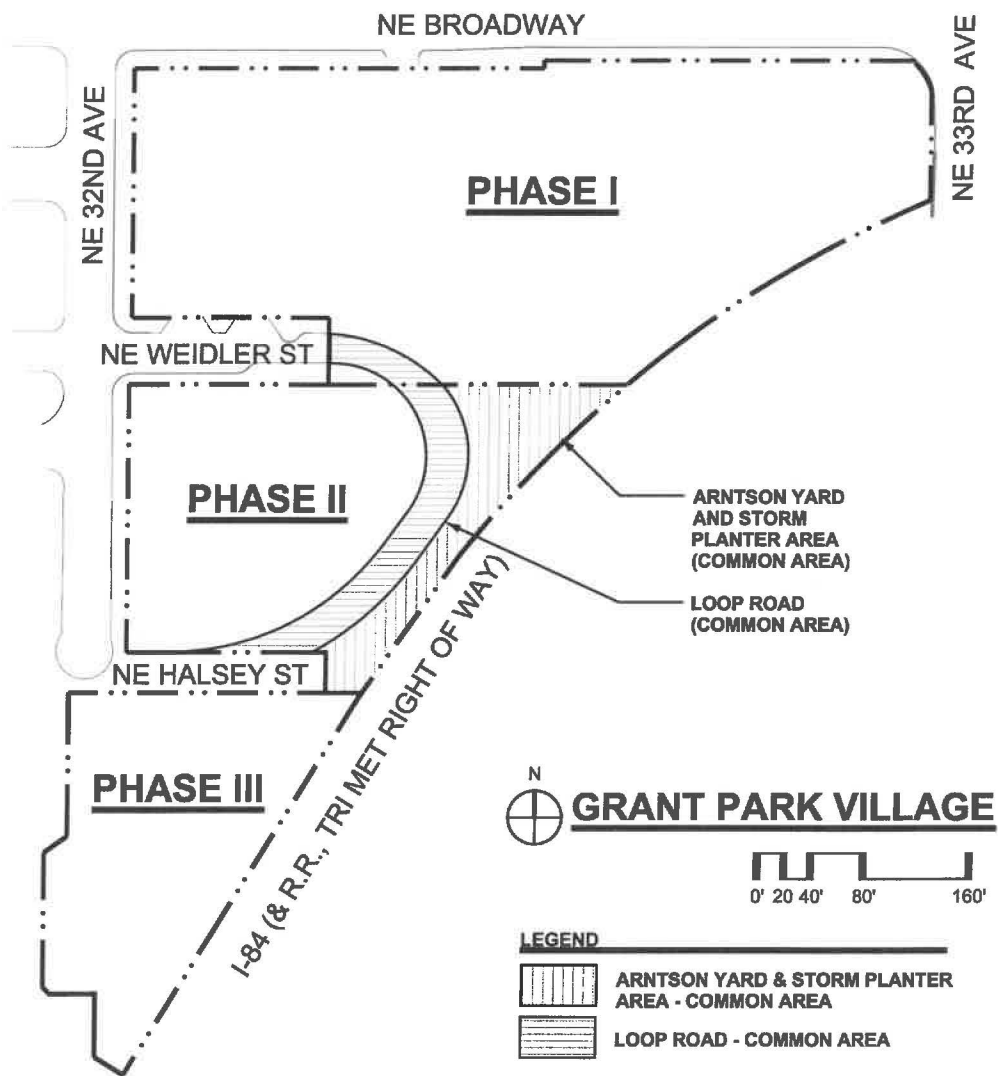
EXPIRES 06/30/2017

ACCURATE  
LAND SURVEYS

1170 NE 64TH LN, #1204  
HILLSBORO, OR 97124

OFFICE: 503-645-2360  
FAX: 503-617-0544

Exhibit C



12/31/12

**LEGEND**

-  ARNTSON YARD & STORM PLANTER AREA - COMMON AREA
-  LOOP ROAD - COMMON AREA

**NOTES**

1. "BUILDING AREA" IS THE AREA OF EACH PHASE EXCLUSIVE OF COMMON AREAS
2. FUTURE RIGHT OF WAY DEDICATION REQUIRED BY CITY NOT SHOWN.

**Exhibit 3A**  
**1N1E25CD**  
**SEWER EASEMENT**  
**R/W# 7920**

A TRACT OF LAND WITHIN N.E. HALSEY ST., BEING SITUATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, DESCRIBED AS FOLLOWS:

COMMENCING (P.O.C.) AT A POINT ON THE EAST RIGHT OF WAY LINE OF N.E. 32<sup>ND</sup> AVE. (60 FEET WIDE) AT THE SOUTHWEST CORNER OF LOT 6, BLOCK 4 OF MULTNOMAH COUNTY PLAT "BROADWAY ADDITION TO THE CITY OF PORTLAND", SAID POINT IS ALSO ON THE NORTH RIGHT OF WAY LINE OF NE HALSEY ST (30 FEET WIDE)

THENCE, ALONG A PROJECTED LINE OF SAID EAST RIGHT OF WAY LINE SOUTH 00°03'55" EAST, A DISTANCE OF 7.19 FEET TO THE **POINT OF BEGINNING**;

THENCE, LEAVING SAID LINE, NORTH 89°15'14" EAST, A DISTANCE OF 130.35 FEET;

THENCE SOUTH 59°53'09" EAST, A DISTANCE OF 22.74 FEET, TO THE EAST TERMINUS OF NE HALSEY ST;

THENCE, ALONG SAID TERMINUS, SOUTH 00°03'55" EAST, A DISTANCE OF 13.08 FEET, TO THE SOUTH RIGHT OF WAY LINE OF SAID STREET;

THENCE, ALONG SAID RIGHT OF WAY LINE, SOUTH 89°59'29" WEST, A DISTANCE OF 17.33 FEET;

THENCE, LEAVING SAID RIGHT OF WAY LINE, NORTH 59°53'09" WEST, A DISTANCE OF 8.80';

THENCE, SOUTH 89°15'14" WEST, A DISTANCE OF 125.07 FEET TO SAID PROJECTED EAST RIGHT OF WAY LINE;

THENCE, ALONG SAID LINE, NORTH 00°03'55" WEST, A DISTANCE OF 20.00' TO THE **POINT OF BEGINNING**;

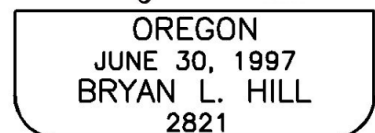
CONTAINS 2983 SQUARE FEET

ACCURATE LAND SURVEYS, INC.  
1170 NE 64<sup>TH</sup> LANE, HILLSBORO, OREGON 97124  
503-645-2360 FAX 503-617-0544

[WWW.ACCURATELANDSURVEYS.COM](http://WWW.ACCURATELANDSURVEYS.COM)



*Bryan Hill*



EXPIRES: 06/30/2017

**Exhibit 3B**  
1N1E25CD  
SEWER EASEMENT  
R/W# 7920

A TRACT OF LAND WITHIN N.E. WEIDLER ST. BEING SITUATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, DESCRIBED AS FOLLOWS:

COMMENCING (P.O.C.) AT A POINT ON THE EAST RIGHT OF WAY LINE OF N.E. 32<sup>ND</sup> AVE. (60 FEET WIDE) AT THE NORTHWEST CORNER OF LOT 1, BLOCK 4 OF MULTNOMAH COUNTY PLAT "BROADWAY ADDITION TO THE CITY OF PORTLAND"

THENCE, ALONG A PROJECTED LINE OF SAID EAST RIGHT OF WAY LINE NORTH 00°03'55" WEST A DISTANCE OF 17.53 FEET TO THE **POINT OF BEGINNING**;

THENCE, CONTINUING ALONG SAID LINE, NORTH 00°03'55" WEST, A DISTANCE OF 15.00 FEET;

THENCE, LEAVING SAID LINE, SOUTH 89°55'07" EAST, A DISTANCE OF 106.20 FEET;

THENCE, SOUTH 00°00'00" WEST, A DISTANCE OF 15.00 FEET;

THENCE, NORTH 89°55'07" WEST, A DISTANCE OF 106.18 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 1593 SQUARE FEET

ACCURATE LAND SURVEYS, INC.  
1170 NE 64<sup>TH</sup> LANE, HILLSBORO, OREGON 97124  
503-645-2360 FAX 503-617-0544

[WWW.ACCURATELANDSURVEYS.COM](http://WWW.ACCURATELANDSURVEYS.COM)

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Bryan Hill*

OREGON  
JUNE 30, 1997  
BRYAN L. HILL  
2821

EXPIRES: 06/30/2017



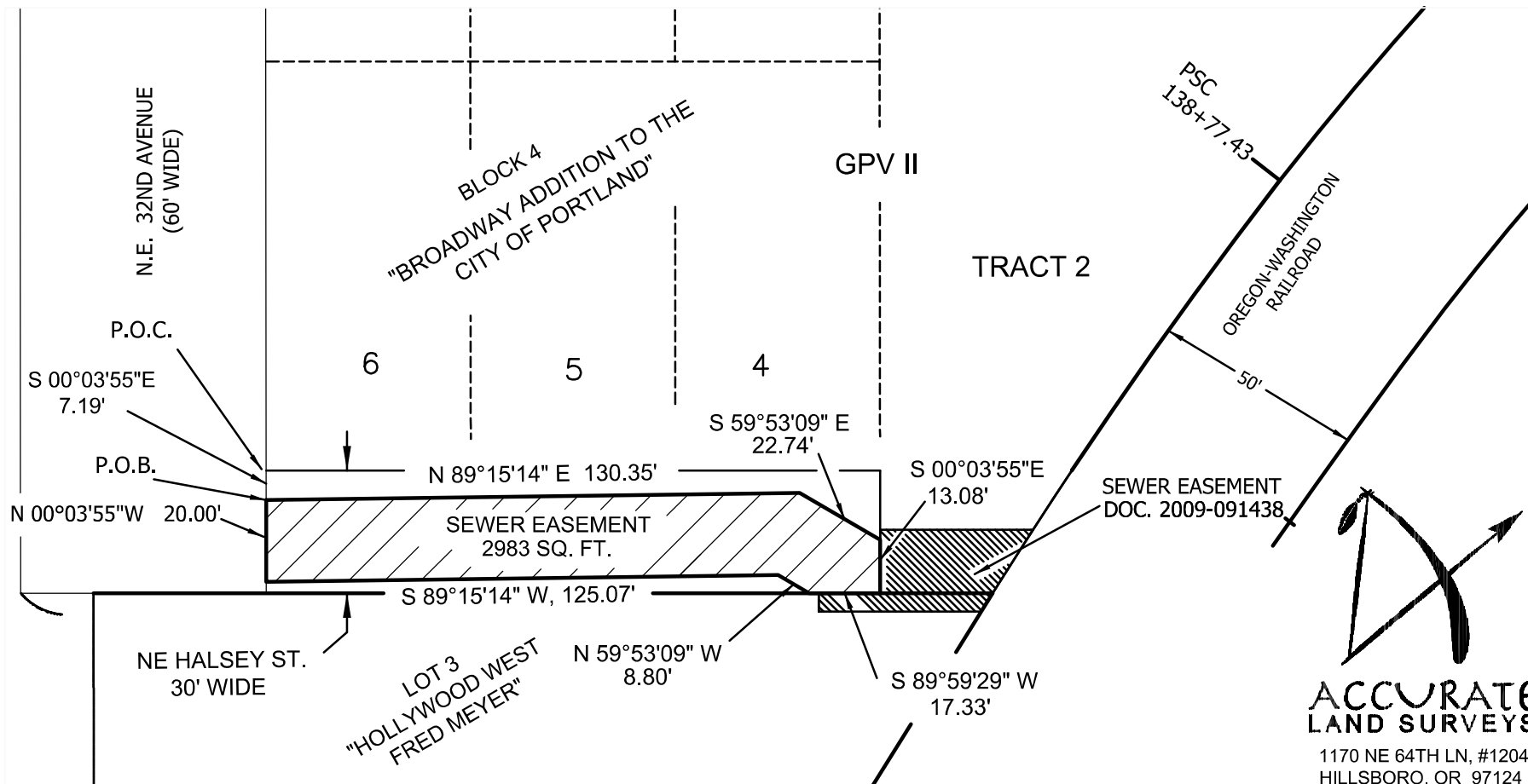
Exhibit 4A

1N1E25CD

RW# 7920



SCALE 1" = 40'  
11-05-2016



ALSI NO. 2016-23

**ACCURATE  
LAND SURVEYS**  
1170 NE 64TH LN, #1204  
HILLSBORO, OR 97124

OFFICE: 503-645-2360  
FAX: 503-617-0544

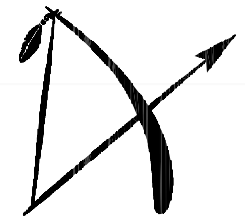
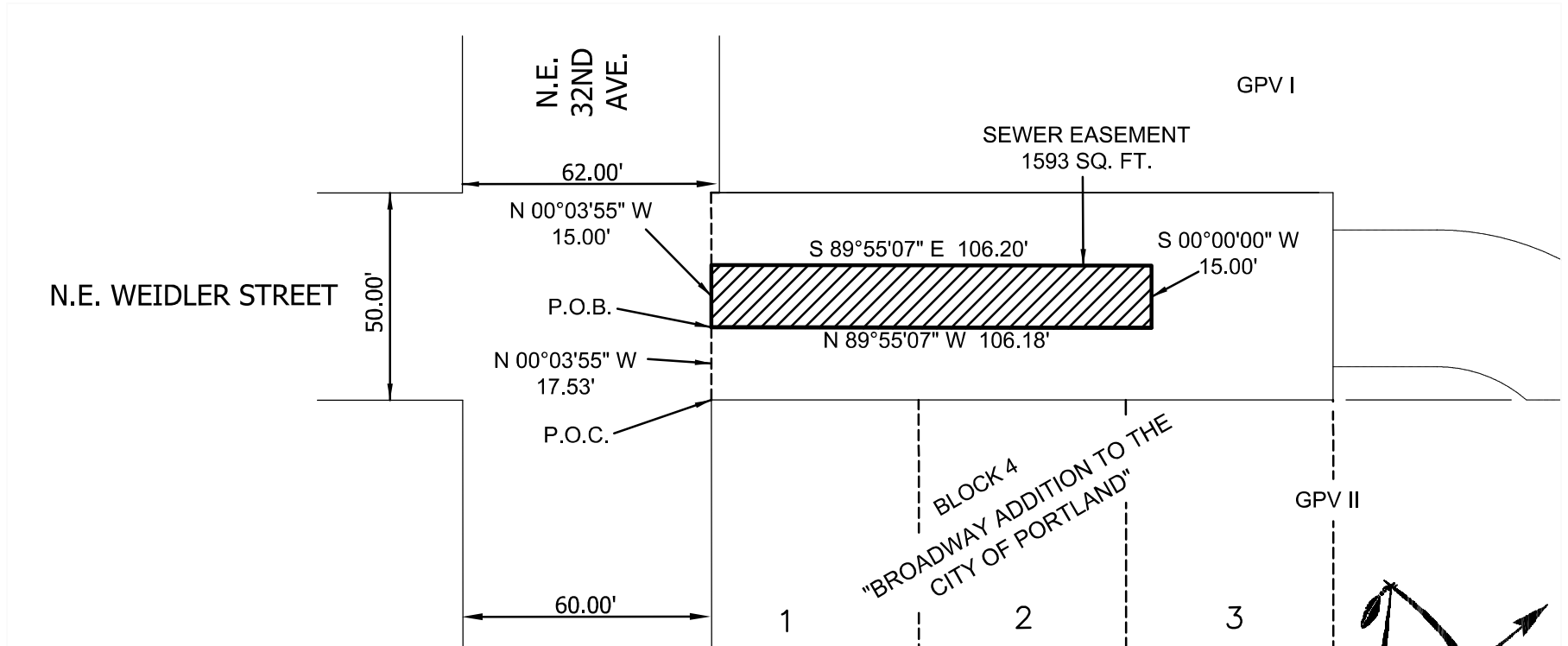
**Exhibit 4B**

1N1E25CD

RW# 7920



SCALE 1" = 40'  
11-05-2016



**ACCURATE  
LAND SURVEYS**

1170 NE 64TH LN, #1204  
HILLSBORO, OR 97124

OFFICE: 503-645-2360  
FAX: 503-617-0544