

AFTER RECORDING, RETURN TO:

Bureau of Development Services
1900 SW Fourth Avenue, Suite 5000
Portland, OR 97201

**DECLARATION OF NO-BUILD, EMERGENCY EGRESS, AND ACCESS EASEMENT
AGREEMENT
LU NO. 17-173115
PERMIT NO. 18-233363-000-00-CO**

RECITALS

- A. Declarant CITY OF PORTLAND, by and through PROSPER PORTLAND, the assumed business name of Portland Development Commission, the urban renewal authority of the City of Portland ("Prosper Portland"), is the owner of a parcel of real property, as more fully described as Parcel 1 in Section 1 below.
- B. Declarant CITY OF PORTLAND, by and through its Bureau of Parks and Recreation ("Parks"; and, together with Prosper Portland, collectively "Declarants") is the owner of a parcel of real property, as more fully described as Parcel 2 in Section 1 below.
- C. Prosper Portland has submitted an application to the City of Portland, Bureau of Development Services ("BDS") for a structure to be constructed on Parcel 1 within three feet of a property line shared with Parcel 2. Section 705.8.1 and Table 705.8 of the 2014 Oregon Structural Specialty Code (OSSC) prohibit any openings in an exterior wall if that wall has less than three feet of fire separation distance. Section 705.5 and Table 602 of the 2014 Oregon Structural Specialty Code (OSSC) require a one-hour fire-resistance rating for exterior walls within 5 feet of a property line. The proposed structure has as much as 53% wall openings along the shared property line, which is only allowable per Table 705.8 with a fire separation distance of 15 feet or more when the building is protected with fire sprinklers. A no-build easement on Parcel 2 of 10 to 15 feet in width at the impacted locations would provide equivalent fire separation distance to allow the extent of wall openings in the proposed structure on Parcel 1.
- D. Prosper Portland's proposed structure provides exit access for the building occupants adjacent to the shared property line with Parcel 2. From these exit access locations, the path to the public way is only available by travel through Parcel 2. Section 1027.5 of the 2014 OSSC requires that the exit discharge provide direct and unobstructed access to the public way. An Emergency Access Easement of 4 to 10 feet in width on Parcel 2 would allow occupants to safely reach the public way.
- E. In exchange for the promises under this Declaration of No-Build Easement Agreement ("Agreement"), Declarants have requested that BDS approve an alternative method of meeting the Building Code requirements described above.

F. Prosper Portland anticipates using Parcel 1 for, among other purposes, leasing to commercial retail tenants. Prosper Portland has asked that Parks agree to facilitate access to Parcel 1 through a portion of Parcel 2, so that guests can conveniently reach Parcel 1.

G. Declarants therefore desire to burden Parcel 2 with a 10 to 15-foot No-Build Easement, a 4 to 10-foot Emergency Egress Easement, and a 10 foot Access Easement in perpetuity to benefit Parcel 1 (collectively, the "Easements"), effective upon execution of this Agreement.

H. Declarants have agreed not to build any new or additional structures within the Easement Area (as defined below) while they own the properties described in Section 1 of this Agreement, except as otherwise provided in this Agreement.

I. Declarants have further agreed to record this Agreement to provide record notice of the terms of this Agreement, and to bind subsequent transferees of the parcels described in Section 1 below to the terms of this Agreement.

J. In consideration of the promises in this Agreement, NOW, THEREFORE, the Declarants agree as follows:

AGREEMENT

1. **LEGAL DESCRIPTION.** The properties that are subject to this Agreement are as follows:

a. The property to be burdened by the Easements is Parcel 2, Property ID No. R186057, as more fully described in Exhibit "A" attached hereto.

b. The property to be benefited by the Easements is Parcel 1, Property ID No. R680891, as more fully described in Exhibit "A" attached hereto.

c. The No-Build Easement Area is as follows:

A 10 to 15-foot No-Build Easement, as shown and described more fully in Exhibit "B" attached hereto (the "No-Build Easement Area").

d. The Emergency Egress Area is as follows:

A 4 to 10-foot Emergency Egress Easement, as shown and described more fully in Exhibit "C" attached hereto (the "Emergency Egress Easement Area").

e. The Access Easement Area is as follows:

A 10-foot Access Easement, as shown and described more fully in Exhibit "D" attached hereto (the "Access Easement Area").

f. The No-Build Easement Area, the Emergency Egress Area, and the Access Easement Area are, collectively, the “Easement Area.”

2. EASEMENT AREA RESTRICTIONS AND RIGHTS; OTHER TERMS AND CONDITIONS.

a. No-Build Easement – No new or additional above-ground permanent buildings or similar structures, shall be erected, constructed, placed or maintained upon any portion of the Easement Area, except as provided herein.

b. Access Easement - Prosper Portland and its invitees and designees shall have pedestrian-only access through the Easement Area to Parcel 1. Unless otherwise agreed, deliveries are not permitted from the Easement Area. Access must be maintained to meet OSSC Chapter 11 (accessibility) requirements and egress path width as required by OSSC 1027.4.1, but with a width no less than 44 inches.

c. Emergency Egress Easement – Parks will preserve a paved, flat path through the Easement Area for the purpose of emergency pedestrian egress. Parks will keep at least a portion, anticipated to range from 36” to 62” as determined by the Building Code, of the Easement Area free of any obstructions other than light standards or other amenities mutually approved by Declarants and consistent with the Building Code.

d. General - So long as it is not inconsistent with the above descriptions of the three easements or with Building Code requirements for a zero lot line development or emergency egress pathways, Parks may install and maintain in the Easement Area permanent and temporary park amenities or other temporary structures, including but not limited to, landscaping, benches, park furniture, light standards,, and paved pathways; provided, however, that Parks agrees to refrain from placing portable toilets / porta potties in the Easement Area. It is acknowledged that current, and replacement, structures and landscaping installed by Parks in the Easement Area are expressly permitted under this Easement. Prosper Portland shall not bring any vehicles into the Easement Area without the written consent of Parks. This paragraph is subject to the limitation on the placement of unreasonable obstructions without Prosper Portland’s consent as described in paragraph (b) above.

e. Design – Prosper Portland has provided copies of design documents to Parks for its review and comment. Parks has reviewed such documents and has confirmed that the design of the building is compatible with the park situated on Parcel 2. To the extent the design changes materially, Prosper Portland will provide Parks with an additional opportunity to review and comment on the design and construction drawings. Prosper Portland will make all reasonable efforts to integrate Parks’ comments into the design of the building. If requested by Prosper Portland or its successors or assigns, Parks agrees to promptly execute a recordable instrument evidencing that Prosper Portland has fully and finally discharged its obligations to provide an opportunity to review and comment and to provide input on the design of the building.

f. No Encroachments – Prosper Portland will not allow any element, such as balconies, awnings, or other protuberances, to extend from the building into the Easement Area, except for those agreed to in writing by Parks and consistent with the Building Code. It is agreed that Prosper Portland may erect an awning over the entrance that protrudes no more than 3 feet into the Easement Area and is no longer than 8 feet in width. Prosper Portland agrees to landscape or otherwise screen, to a level reasonably acceptable to Parks, the area of Parcel 1 nearest the Easement Area in a manner that will screen Prosper Portland's parking lot that is adjacent to the Easement Area.

g. Restoration – Prosper Portland agrees that it will fully restore, to the satisfaction of Parks, any damage to Parcel 2 caused by Prosper Portland, its employees, agents, contractors, invitees, or licensees during construction, maintenance, or any other time.

h. Non-Exclusivity – It is agreed that Prosper Portland's use of the Easement Area is non-exclusive. Grantor has the right to make any use of the Easement Area that is consistent with the Easements granted herein. Grantee acknowledges that park uses may include events and uses that are noisy or otherwise disruptive. To the extent that Prosper Portland requires use of a portion of the Easement Area or other parts of the Parcel 2 for construction work, repair work, retail use, or events that are not covered by this Agreement, then it will comply with all Parks' permitting requirements, including payment of related fees, that may be applicable at the time of request.

i. Maintenance - Parks will maintain the Property as it does other parks, subject to available funding, and its proximity to Prosper Portland's property will not require that Parks maintain to a higher standard. Prosper Portland, its tenants or designees may perform basic maintenance tasks, such as sweeping, leaf removal, and trash pick-up, within the Easement Area, but agrees that it will not pressure wash or perform other more extensive maintenance work without the prior consent of Parks. Because Parks has limited resources during a weather event, Parks will not be responsible for removal of snow, ice, or other related substances. Prosper Portland will be responsible for such removal. Prosper Portland agrees to pay the reasonable cost to repair any damage to the Easement Area resulting from an emergency situation on Prosper Portland's property or emergency personnel's use of the Easement Area during that emergency.

3. TERM AND BINDING EFFECT. This Agreement shall be effective as of the date of the signature(s) below and shall continue in perpetuity unless terminated in accordance with Section 5 below. All terms and provisions herein are intended to and shall be covenants running with the land and/or equitable servitudes for the benefit of Parcel 1 and burdening Parcel 2 and shall be binding on the Declarants, their respective heirs, executors, administrators, successors, and assigns and all current and future owners of the parcels described in Section 1 above and all persons claiming title, possession, or ownership of or to such properties.

4. DEFINITIONS.

Building Code means the State of Oregon Building Code as defined in Oregon Revised Statutes Chapter 455, as amended from time-to-time and as adopted by the City of Portland.

5. MODIFICATION AND TERMINATION. The Declarants and subsequent owners and assigns may not modify, withdraw from, terminate, or dissolve this Agreement without the written approval of BDS. If this Agreement is a condition of approval of a property division, BDS may require such condition to be modified before permitting this Agreement to be terminated or dissolved or permitting a party to withdraw from this Agreement. In the event that the zero lot line building is ever demolished, the parties agree that they will terminate this Agreement, with the prior written approval of the Bureau of Development Services
6. THIRD PARTY BENEFICIARY. BDS is intended to be the sole third-party beneficiary of this Agreement.
7. GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with the laws of the State of Oregon. Any action arising out of or relating to this Agreement shall be commenced in the Circuit Court for Multnomah County, Oregon, and if in the federal courts, in the United States District Court for the District of Oregon, Portland Division. Any arbitration or other form of alternative dispute resolution arising out of this Agreement shall take place in an appropriate forum within Portland, Oregon.
8. COPY TO BUREAU OF DEVELOPMENT SERVICES. Upon recording, Declarants shall provide a copy of this Agreement to the Bureau of Development Services.
9. NOTICES. Any notice under this Agreement shall be made in writing and sent to the City of Portland at the address below and to each owner via first class mail at the following addresses; provided, however, that an owner can change the notification address by written notice to each other owner and the City of Portland.

City of Portland (BDS):

Bureau of Development Services
1900 SW Fourth Avenue, Suite 5000
Portland, OR 97201

City of Portland (Parks):

Bureau of Parks & Recreation
1120 SW 5th Ave., Suite 1302
Portland, OR 97205
Attn.: Property Manager

Prosper Portland:

Prosper Portland
222 NW 5th Ave.
Portland, OR 97209
Attn.: Thea Munchel

10. INDEMNIFICATION. The Declarants, and their respective successors and assigns, shall indemnify, defend, and hold harmless BDS, its officers, agents, officials, and employees against any and all claims, demands, actions, and suits, including attorneys' fees and costs brought against any of them arising out of or resulting from the terms of this Agreement. Subject to the Oregon Tort Claims Act and the Oregon Constitution, each Declarant shall hold harmless, defend and indemnify the other Declarant, its agents, and employees against all claims, demands, actions and suits, including reasonable attorney's fees and costs brought against any of them arising out of or connected with the other Declarant's, its tenants, agents, or invitee's use or occupancy of the Easement Area, except the indemnitor Declarant shall not be liable for the damages, liabilities or costs caused by the sole negligence of an indemnitee Declarant.
11. CONSIDERATION. Declarant Prosper Portland has requested that BDS allow it to build a structure on Parcel 1, which (as described in Recitals C and D) does not comply with Section 705.8.1, Table 705.8, Section 705.5, and Table 602 of the 2014 Oregon Structural Specialty Code (OSSC) (regarding fire separation distance and fire-resistance ratings of exterior walls) and Section 1027.5 of the 2014 OSCC (regarding contiguity of means of egress to public ways). In exchange for the promises under this Agreement, Declarant acknowledges that this Agreement is executed as an alternate method of complying with these sections of the Building Code.
12. AUTHORITY TO EXECUTE AGREEMENT. The Declarants expressly represent and warrant that the persons executing this Agreement are duly authorized to do so. This Agreement may be executed in counterparts, and each counterpart shall have the same binding legal effect as if it were a single document containing all signatures.
13. SEVERABILITY. Each provision of this Agreement shall be independent and severable. The invalidity or partial invalidity of any provision thereof shall not affect any of the remaining portions of that or any other provision of this Agreement.

[Signature Page Follows]

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DECLARANT (Parcel 2 Owner):

CITY OF PORTLAND, BUREAU OF PARKS AND RECREATION

(signature) DATE: _____

By: _____
(printed name)

Title: _____

ADDRESS: _____
(mailing address)

STATE OF OREGON)
County of _____)

Personally appeared before me this _____ day of _____, 20____,
_____ (name) and acknowledged the foregoing instrument to be
his/her voluntary act and deed.

By: _____
Notary Public for Oregon

My Commission Expires: _____

Approved as to form:

City Attorney

Approved as to form:

Building Official or Designee (signature) Date: _____

(printed name)

EXHIBIT A
Legal Description of Parcels

PARCEL 1 (Prosper Portland-Owned, Benefited Parcel):

A tract of land being all of that parcel described as Tract 2 and a portion of Tract 1 as described in Property Line Adjustment Deed to the City of Portland, acting by and through the Portland Development Commission and the Bureau of Parks and Recreation, as tenants in common, in Document No. 2017-052421, Multnomah County Deed Records, located in the Northwest quarter of Section 34, Township 1 North, Range 2 East, Willamette Meridian, City of Portland, Multnomah County, Oregon, being more particularly described as follows:

Beginning at a point on the Southerly right-of-way line of NE Halsey Street, said point bears North 89°44'50" West 106.64 feet from the Northeasterly corner of Lot 1, Plat of "IDA ADDITION", Multnomah County Plat Records; thence leaving said Southerly right-of-way line South 00°34'34" West 122.93 feet; thence South 62°24'24" West 35.16 feet to the most Easterly, Southeasterly corner of said Tract 2; thence along the Southerly line of said Tract 2 South 62°24'24" West 46.64 feet; thence South 89°52'00" West 163.17 feet to the Westerly line of said Tract 2; thence along said Westerly line North 00°32'10" East 162.23 feet to said Southerly right-of-way line of NE Halsey Street; thence along said Southerly right-of-way line South 89°44'50" East, 235.38 feet to the point of beginning.

PARCEL 2 (Parks-Owned, Burdened Parcel):

A tract of land being all of that parcel described as Tract 1 as described in Property Line Adjustment Deed to the City of Portland, acting by and through the Portland Development Commission and the Bureau of Parks and Recreation, as tenants in common, in Document No. 2017-052421, Multnomah County Deed Records, located in the Northwest quarter of Section 34, Township 1 North, Range 2 East, Willamette Meridian, City of Portland, Multnomah County, Oregon, being more particularly described as follows:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, PLAT OF "IDA ADDITION" MULTNOMAH COUNTY PLAT RECORDS, SAID POINT ALSO BEING THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF NE HALSEY STREET AND THE WESTERLY RIGHT-OF-WAY LINE OF NE 106TH AVENUE; THENCE ALONG SAID SOUTHERLY RIGHT- OF-WAY LINE NORTH 89°44'50" WEST, 137.64 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 00°34'34" WEST, 139.36 FEET; THENCE SOUTH 62°24'24" WEST, 46.64 FEET; THENCE SOUTH 89°52'00" WEST, 163.17 FEET TO THE EASTERLY LINE OF PARCEL I, SAID DOCUMENT NO. 2008-170910; THENCE ALONG SAID EASTERLY LINE SOUTH 00°32'10" WEST, 87.01 FEET TO THE NORTHERLY LINE OF SAID PARCEL II PORTLAND PARKS TRACT; THENCE ALONG SAID NORTHERLY LINE SOUTH 89°52'00" WEST, 104.62 FEET TO THE EASTERLY RIGHT-OF- WAY LINE OF NE 104TH AVENUE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE SOUTH 00°25'56" WEST, 220.16 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF NE WASCO STREET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH 89°51'19" EAST, 381.61 FEET TO THE BEGINNING OF A TANGENT CURVE; THENCE ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 79°14'25" (THE LONG CHORD OF WHICH BEARS NORTH 50°31'28" EAST, 12.75 FEET) AN ARC DISTANCE OF 13.83 FEET TO A POINT OF TANGENCY ON THE WESTERLY RIGHT-OF-WAY LINE OF NE 106TH AVENUE; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 10°54'16" EAST, 285.84 FEET TO THE BEGINNING OF A TANGENT CURVE; THENCE ALONG THE

ARC OF A 223.00 FOOT RADIUS CURVE CONCAVE WESTERLY THROUGH A CENTRAL ANGLE OF 10°27'39" (THE LONG CHORD OF WHICH BEARS NORTH 05°40' 26" EAST, 40.66 FEET) AN ARC DISTANCE OF 40.71 FEET TO A POINT OF TANGENCY; THENCE NORTH 00°26'37" EAST, 139.84 FEET TO THE **POINT OF BEGINNING**. CONTAINING 142,386 SQUARE FEET OR 3.269 ACRES MORE OR LESS.

EXHIBIT B
Legal Description and Depiction of No-Build Easement Area

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT 1 AS DESCRIBED IN DEED TO CITY OF PORTLAND, ACTING BY AND THROUGH THE PORTLAND DEVELOPMENT COMMISSION DBA PROSPER PORTLAND AND THE BUREAU OF PARKS & RECREATION, AS TENANTS IN COMMON, RECORDED AS DOCUMENT NO. 2018-004671, MULTNOMAH COUNTY DEED RECORDS, LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID CITY OF PORTLAND TRACT, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF NE HALSEY STREET, SAID POINT BEARS NORTH 89°44'50" WEST 106.64 FEET FROM THE NORTHEASTERLY CORNER OF LOT 1, PLAT OF "IDA ADDITION", MULTNOMAH COUNTY PLAT RECORDS; THENCE ALONG THE NORTHERLY LINE OF SAID CITY OF PORTLAND TRACT SOUTH 00°34'34" WEST 122.93 FEET; THENCE SOUTH 62°24'24" WEST 81.80 FEET; THENCE SOUTH 89°52'00" WEST 126.74 FEET; THENCE LEAVING SAID NORTHERLY LINE SOUTH 00°08'00" EAST 10.00 FEET; THENCE NORTH 89°52'00" EAST 40.92 FEET; THENCE SOUTH 00°08'00" EAST 5.00 FEET THENCE NORTH 89°52'00" EAST 89.48 FEET; THENCE NORTH 62°24'24" EAST 94.45 FEET; THENCE NORTH 00°34'34" EAST 132.00 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF NE HALSEY STREET; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE NORTH 89°44'50" WEST 15.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 4,958 SQUARE FEET OR 0.114 ACRES MORE OR LESS.

THE BASIS OF BEARINGS IS THE OREGON COORDINATE REFERENCE SYSTEM (OCRS) PORTLAND ZONE. THE RESULTANT BEARING OF THE CENTERLINE OF NE HALSEY STREET IS NORTH 89°44'50" WEST.

THE TRACT OF LAND DESCRIBED ABOVE IS SHOWN ON THE ATTACHED EXHIBIT MAP AND BY THIS REFERENCE MADE A PART THEREOF.

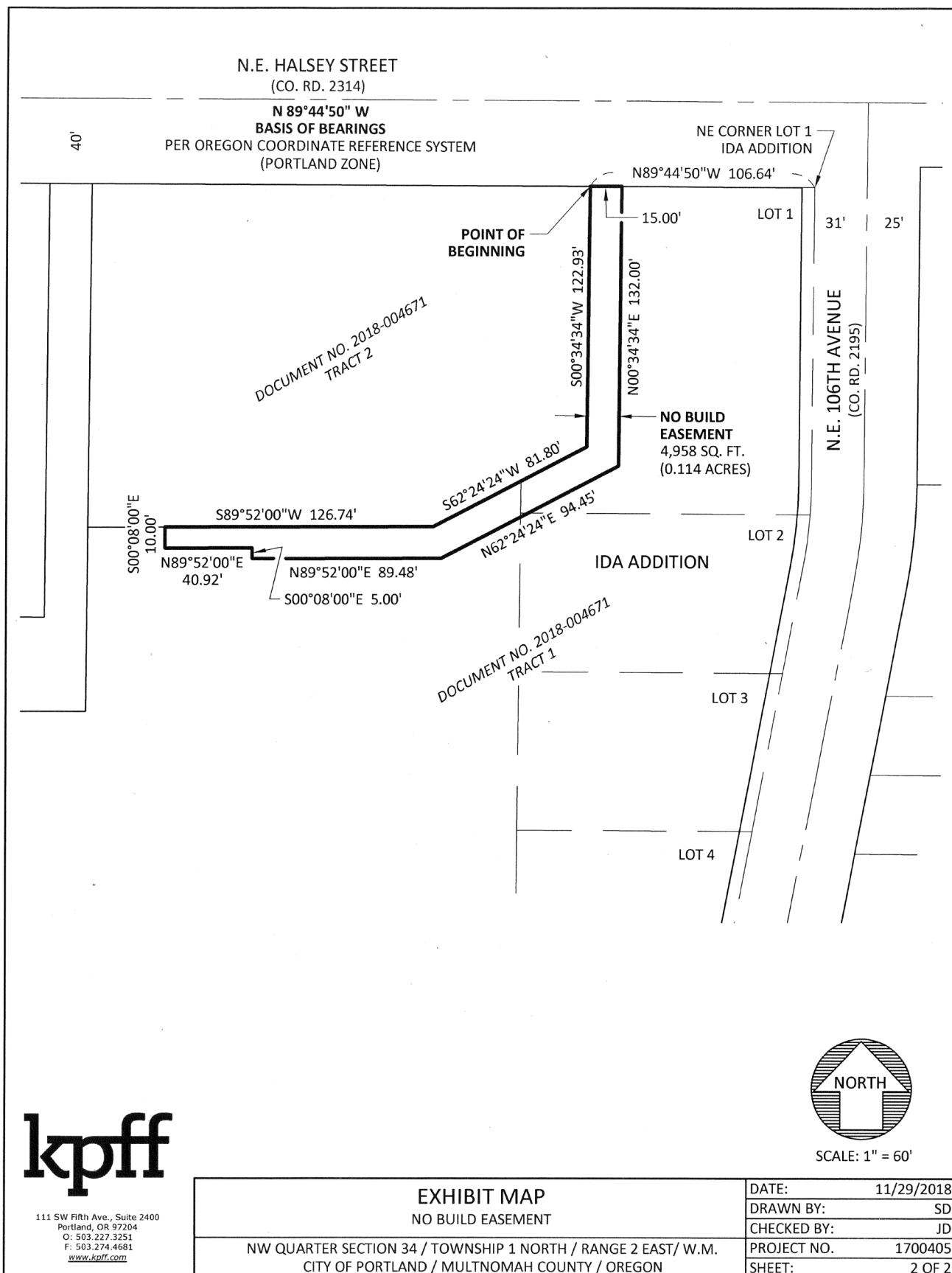


EXHIBIT C
Legal Description and Depiction of Emergency Egress Easement Area

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT 1 AS DESCRIBED IN DEED TO CITY OF PORTLAND, ACTING BY AND THROUGH THE PORTLAND DEVELOPMENT COMMISSION DBA PROSPER PORTLAND AND THE BUREAU OF PARKS & RECREATION, AS TENANTS IN COMMON, RECORDED AS DOCUMENT NO. 2018-004671, MULTNOMAH COUNTY DEED RECORDS, LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID CITY OF PORTLAND TRACT, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF NE HALSEY STREET, SAID POINT BEARS NORTH 89°44'50" WEST 106.64 FEET FROM THE NORTHEASTERLY CORNER OF LOT 1, PLAT OF "IDA ADDITION", MULTNOMAH COUNTY PLAT RECORDS; THENCE ALONG THE NORTHERLY LINE OF SAID CITY OF PORTLAND TRACT SOUTH 00°34'34" WEST 122.93 FEET; THENCE SOUTH 62°24'24" WEST 81.80 FEET; THENCE LEAVING SAID NORTHERLY LINE SOUTH 62°24'24" WEST 1.83 FEET; THENCE SOUTH 67°47'01" WEST 60.71 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 68°56'58" EAST; THENCE ALONG THE ARC OF A 3.16 FOOT RADIUS CURVE, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 95°25'52" (THE LONG CHORD OF WHICH BEARS NORTH 68°45'58" EAST 4.68 FEET) AN ARC DISTANCE OF 5.27 FEET TO A POINT OF TANGENCY; THENCE NORTH 63°31'06" WEST 13.96 FEET; THENCE NORTH 26°28'54" EAST 2.98 FEET; THENCE NORTH 21°58'39" WEST 13.99 FEET; THENCE NORTH 00°13'36" EAST 3.45 FEET TO SAID NORTHERLY LINE OF SAID CITY OF PORTLAND TRACT; THENCE ALONG SAID NORTHERLY LINE SOUTH 89°52'00" WEST 5.71 FEET; THENCE LEAVING SAID NORTHERLY LINE SOUTH 21°57'49" EAST 17.51 FEET; THENCE SOUTH 26°28'54" WEST 5.18 FEET; THENCE SOUTH 63°31'06" EAST 17.96 FEET TO THE BEGINNING OF A TANGENT CURVE; THENCE ALONG THE ARC OF A 7.16 FOOT RADIUS CURVE, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 79°15'53" (THE LONG CHORD OF WHICH BEARS NORTH 76°50'57" EAST 9.14 FEET) AN ARC DISTANCE OF 9.91 FEET TO A POINT OF NON-TANGENCY, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 52°46'59" EAST; THENCE NORTH 67°47'01" EAST 44.87 FEET; THENCE NORTH 89°52'44" EAST 15.99 FEET; THENCE NORTH 62°24'24" EAST 90.25 FEET; THENCE NORTH 00°34'34" EAST 128.97 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF NE HALSEY STREET; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE NORTH 89°44'50" WEST 10.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2,597 SQUARE FEET OR 0.060 ACRES MORE OR LESS.

THE BASIS OF BEARINGS IS THE OREGON COORDINATE REFERENCE SYSTEM (OCRS) PORTLAND ZONE. THE RESULTANT BEARING OF THE CENTERLINE OF NE HALSEY STREET IS NORTH 89°44'50" WEST.

THE TRACT OF LAND DESCRIBED ABOVE IS SHOWN ON THE ATTACHED EXHIBIT MAP AND BY THIS REFERENCE MADE A PART THEREOF.

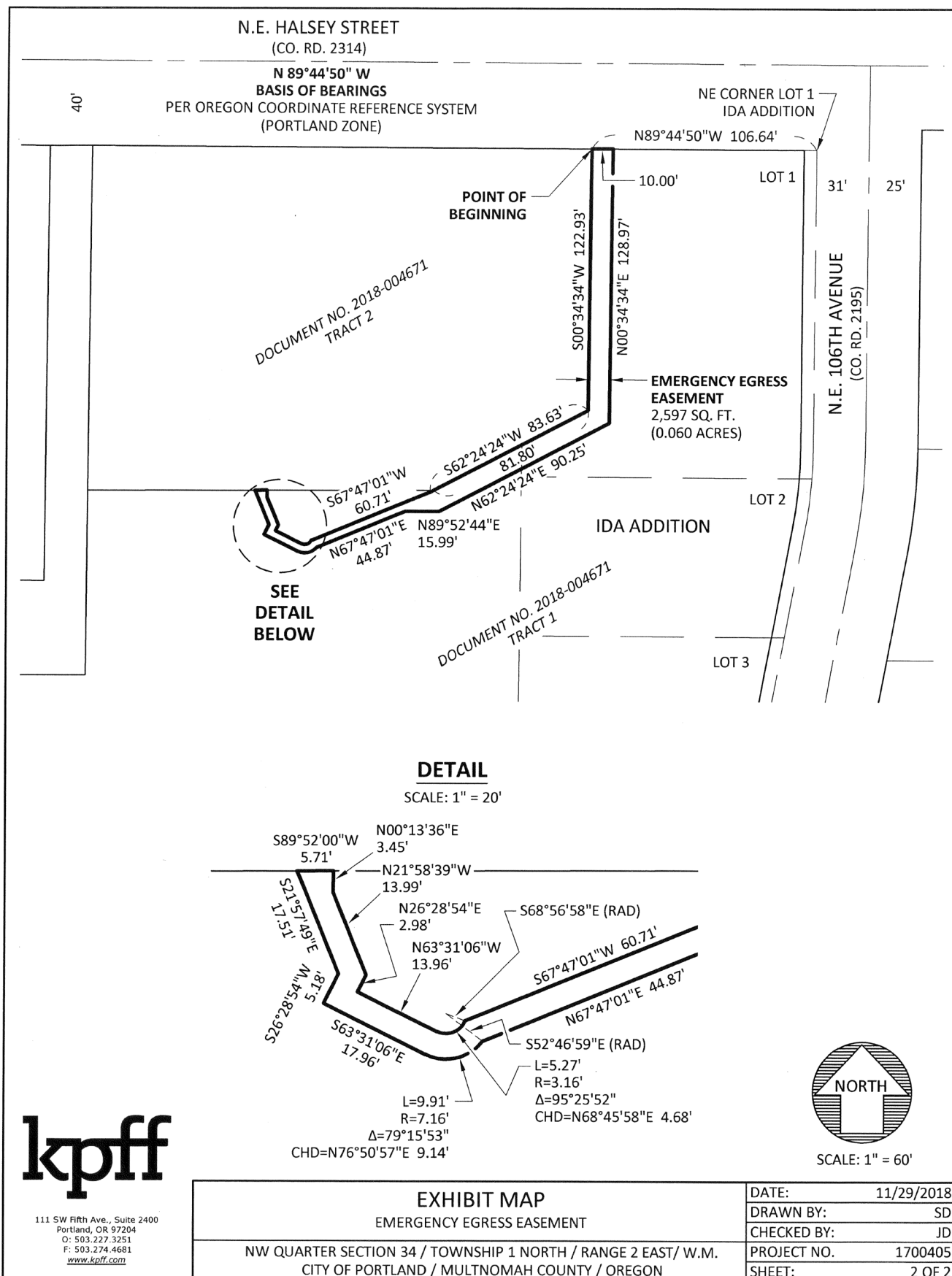


EXHIBIT D
Legal Description and Depiction of Access Easement Area

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT 1 AS DESCRIBED IN DEED TO CITY OF PORTLAND, ACTING BY AND THROUGH THE PORTLAND DEVELOPMENT COMMISSION DBA PROSPER PORTLAND AND THE BUREAU OF PARKS & RECREATION, AS TENANTS IN COMMON, RECORDED AS DOCUMENT NO. 2018-004671, MULTNOMAH COUNTY DEED RECORDS, LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID CITY OF PORTLAND TRACT, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF NE HALSEY STREET, SAID POINT BEARS NORTH 89°44'50" WEST 106.64 FEET FROM THE NORTHEASTERLY CORNER OF LOT 1, PLAT OF "IDA ADDITION", MULTNOMAH COUNTY PLAT RECORDS; THENCE ALONG THE NORTHERLY LINE OF SAID CITY OF PORTLAND TRACT SOUTH 00°34'34" WEST 122.93 FEET; THENCE SOUTH 62°24'24" WEST 81.80 FEET; THENCE LEAVING SAID NORTHERLY LINE SOUTH 62°24'24" WEST 1.83 FEET; THENCE SOUTH 67°47'01" WEST 60.71 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 68°56'58" EAST; THENCE ALONG THE ARC OF A 3.16 FOOT RADIUS CURVE, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 95°25'52" (THE LONG CHORD OF WHICH BEARS NORTH 68°45'58" EAST 4.68 FEET) AN ARC DISTANCE OF 5.27 FEET TO A POINT OF TANGENCY; THENCE NORTH 63°31'06" WEST 13.96 FEET; THENCE NORTH 26°28'54" EAST 2.98 FEET; THENCE NORTH 21°58'39" WEST 13.99 FEET; THENCE NORTH 00°13'36" EAST 3.45 FEET TO SAID NORTHERLY LINE OF SAID CITY OF PORTLAND TRACT; THENCE ALONG SAID NORTHERLY LINE SOUTH 89°52'00" WEST 5.71 FEET; THENCE LEAVING SAID NORTHERLY LINE SOUTH 21°57'49" EAST 17.51 FEET; THENCE SOUTH 26°28'54" WEST 5.18 FEET; THENCE SOUTH 63°31'06" EAST 17.96 FEET TO THE BEGINNING OF A TANGENT CURVE; THENCE ALONG THE ARC OF A 7.16 FOOT RADIUS CURVE, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 79°15'53" (THE LONG CHORD OF WHICH BEARS NORTH 76°50'57" EAST 9.14 FEET) AN ARC DISTANCE OF 9.91 FEET TO A POINT OF NON-TANGENCY, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 52°46'59" EAST; THENCE NORTH 67°47'01" EAST 44.87 FEET; THENCE NORTH 89°52'44" EAST 15.99 FEET; THENCE NORTH 62°24'24" EAST 90.25 FEET; THENCE NORTH 00°34'34" EAST 128.97 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF NE HALSEY STREET; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE NORTH 89°44'50" WEST 10.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2,597 SQUARE FEET OR 0.060 ACRES MORE OR LESS.

THE BASIS OF BEARINGS IS THE OREGON COORDINATE REFERENCE SYSTEM (OCRS) PORTLAND ZONE. THE RESULTANT BEARING OF THE CENTERLINE OF NE HALSEY STREET IS NORTH 89°44'50" WEST.

THE TRACT OF LAND DESCRIBED ABOVE IS SHOWN ON THE ATTACHED EXHIBIT MAP AND BY THIS REFERENCE MADE A PART THEREOF.

