

Multnomah County Official Records
E Murray, Deputy Clerk

2019-011829



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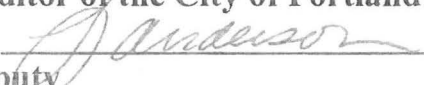
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CITY OF PORTLAND
Office of the City Auditor
1221 SW Fourth Avenue, Room 130
Portland, OR 97204

I hereby certify this Ordinance No. 189195 to be a complete and exact copy of the original as the same appears on file and of record in my office and in my care and custody on December 5, 2018.

Mary Hull Caballero
Auditor of the City of Portland
By 
Deputy

ORDINANCE No. 189185

Vacate NW Terminal St between NW 17th Ave and NW Upshur St subject to certain conditions and reservations (Hearing; Ordinance; VAC-10119)

The City of Portland ordains:

Section 1. The Council finds:

1. On January 5, 2018 the Office of the City Auditor (the "Auditor") certified a petition for the vacation of NW Terminal Street between NW 17th Avenue and NW Upshur Street (the "Street Area"), with the petition initiated by Park Office LLC, the owner of adjoining property (the "Petitioner").
2. The petition states that the reason for the vacation is to consolidate property in support of the recent development of a multi-story office and retail building.
3. The Street Area is currently improved with pedestrian pathways, landscaping, and stormwater infiltration areas that support the adjacent private development. This project also constructed extensive public sidewalk improvements along both NW Front Avenue and NW 17th Avenue.
4. The vacation is in conformance with the City's Comprehensive Plan and is consistent with recommendations made by the Director of the Bureau of Transportation ("PBOT") and Planning and Sustainability Commission, as provided in the Bureau Director's Report, dated July 9, 2018 and on file with the Office of the City Auditor (the "Auditor") and PBOT.
5. In accordance with ORS 271.100, Portland City Council (the "Council") fixed a time and place for public hearing before the Council; the Auditor published notice thereof, and posted notice in the areas proposed for vacation.
6. In accordance with ORS 271.190, since the area to be vacated lies within 5,000 feet of the harbor line, approval in writing of the proposed vacation has been secured from the Port of Portland.
7. Other procedural requirements of ORS 271 have been complied with, and the Council having held a public hearing, finds no objections were made or filed hereto, and it is in the public interest to vacate the Street Area.

NOW, THEREFORE, the Council directs:

- a. The following described Street Area, as depicted on the attached **Exhibit 1**, and incorporated by reference, is hereby vacated:

189195

That portion of NW Terminal Street situated in Section 28, T1N, R1E, W.M., City of Portland, County of Multnomah, State of Oregon, lying between the east right-of-way line of NW 17th Avenue, being 60.00 feet wide, and the north right-of-way line of NW Upshur Street, being 60.00 feet wide.

Containing 11,520 square feet, more or less.

- b. The vacation of the above-described Street Area is granted subject to the following conditions:
1. The Bureau of Environmental Services ("BES") owns and maintains certain improvements within the Street Area. As a condition of street vacation approval, the Petitioner will grant a Sewer Tunnel Easement to the City of Portland over the easterly portion of the Street Area. The easement will abut the existing Sewer Tunnel Easement on the parcel to the north and will be of a width that is acceptable to BES. A professional legal description and exhibit map of the easement area will be prepared by the City at the expense of the Petitioner. The Easement document will be in substantially the same form as **Exhibit 2** attached and incorporated by reference and will be recorded concurrently with the recording of the Ordinance.
 2. In accordance with ORS 271.120 and City policy, the street vacation ordinance (this "Ordinance"), shall not cause or require the removal or abandonment of any sewer, water or gas main, conduit of any kind, wire, pole or thing used, or intended to be used, for any public service, including, but not limited to those identified by **Portland General Electric**. Subject to Paragraph b3 below, this Ordinance will reserve an easement for the owner of any such utility or thing to maintain, continue, repair, reconstruct, renew, replace, rebuild, and/or enlarge any and all such thing; that no building or structure of any kind shall be built or erected within a distance of ten (10) feet from the centerline of any such utility, except with the prior written consent of the City Engineer and the owner of the utility and that any and all contemplated building plans in said vacated area shall be submitted for approval to the City Engineer and to the Director of the Bureau of Development Services, to the end that such construction may be so adjusted with reference to all public utilities in said areas as to cause a minimum of danger or inconvenience to the public and to the owner of such utility and to protect and preserve the same as presently constructed or hereinafter reconstructed, renewed, replaced and/or enlarged. Removal or relocation of existing utilities in the street vacation area will require written agreements between the Petitioner and owner(s) of the utilities.
 3. Notwithstanding Condition b2, and except for Condition b1, this Ordinance

will serve as a full release of City interests in the Street Area and will provide City Bureaus with the authority necessary to take all other legal actions as may be reasonably necessary (including the issuance of quitclaim deeds acknowledging the release of any interests) to achieve this intent.

4. If any property, encumbered by an easement reserved in this Ordinance, is ever rededicated as public right-of-way, that portion of the easement located in the rededicated right-of-way shall automatically be terminated.
5. City costs associated with processing the street vacation petition shall be paid in full before the City records this Ordinance.
6. In the event the Petitioner fails to fully comply with the above conditions within one year of Council adopting this Ordinance, the Council may repeal this Ordinance at its sole discretion.

Section 2. Petitioner shall file with the Auditor, in form approved by the City Attorney, a document in writing, accepting the terms and conditions of this Ordinance.

Section 3. Notice is given that the street vacation will not be effective until a certified copy of this Ordinance has been recorded by the City in Multnomah County Deed Records. Prerequisites to recording this Ordinance are that 30 days have passed after final Council passage of this Ordinance, that all conditions of this Ordinance have been met, and that all vacation costs have been paid.

Section 4. After the prerequisites to recording this Ordinance have been met, the Auditor shall return a certified copy of this Ordinance and the acceptance thereof, to the Right-of-Way Acquisition ("RWA") Section, PBOT, which shall, at the expense of the Petitioner, file with the recorder, the assessor, and the surveyor of the county in which said property is located, the certified copy of this Ordinance and the acceptance, and any map, plat or other record which may be required by law. The RWA Section shall return a copy of the recorded ordinance to the Auditor and retain the original recorded ordinance in RWA File No. 8528.

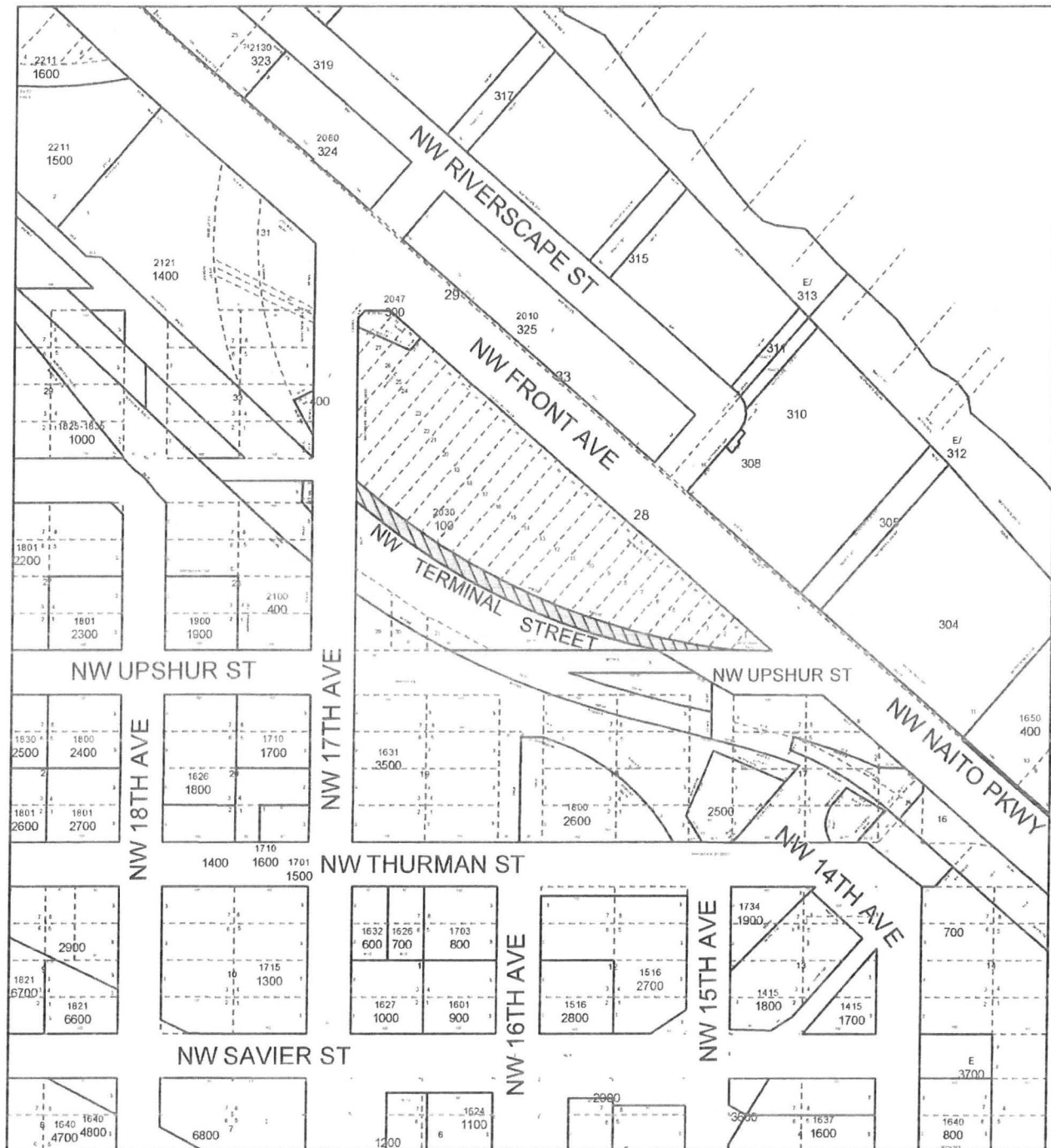
Passed by the Council: OCT 03 2018

Commissioner Chloe Eudaly
Prepared by: Lance Lindahl: CB
Date Prepared: August 21, 2018

Mary Hull Caballero
Auditor of the City of Portland

By 

Deputy



NW Terminal Street between NW 17th Avenue and NW Upshur Street

Petitioner: Park Office LLC

▨ Area Herein Vacated

State ID: 1N1E28DC 1/4 Section: 2828



1 in = 200 ft

Grantor's Name & Address:

Park Office LLC
 c/o National Real Estate Advisors, LLC
 900 7th Street NW, Suite 600
 Washington, D.C., 20001

SEWER TUNNEL EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that **Park Office LLC**, a Delaware limited liability company, ("Grantor"), for good and valuable non-monetary consideration, the receipt whereof is hereby acknowledged, hereby grants unto the City of Portland ("Grantee"), a municipal corporation of the State of Oregon, does hereby grant unto said City of Portland, the right to lay down, construct, operate, and perpetually maintain a sewer or sewers, and tunnel facilities (this "Easement") through, under, and along the following described parcel ("Easement Area"):

As described on Exhibit A and depicted on Exhibit B attached and incorporated by reference.

Contains * square feet, more or less.

IT IS UNDERSTOOD and agreed that public sewer easements include the right of access for construction, inspection, maintenance, or other sewerage system activities.

IT IS UNDERSTOOD and agreed that Grantor reserves the right to use the Easement Area for any lawful purpose not inconsistent with Grantee's permitted use, including the installation, maintenance, repair, removal, replacement or relocation of underground utilities and services, paths, roadways or driveways, parking lots, shallow-rooted landscaping, and continued operation and development of Grantor's property; except that Grantor shall not use the area eight (8) feet around the circumference of the Tunnel, and shall not install load bearing underground improvements within thirty-five (35) feet above the crown of the Tunnel, as shown on Exhibit C attached and incorporated by reference. Grantor further agrees to provide prior notification of its intent to use the Easement Area for above or below surface installations, which must be approved by the Director of the Bureau of Environmental Services.

THIS INSTRUMENT does not grant or convey to the City of Portland any right or title to the surface of the soil along the route of said sewer.

R/W #8528

1N1E28DC 100

After Recording Return to:

Lance Lindahl, City of Portland

1120 SW 5th Avenue, Suite 800

Portland, OR 97204

Tax Statement shall be sent to: No Change

IT IS FURTHER UNDERSTOOD and agreed that:

- A. This Easement includes the right to make visual and photographic inspection of the surface and associated improvements during construction.
- B. This Easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee.
- C. Grantor represents and warrants that it has the authority to grant this Easement, that the Easement Area is free from all liens and encumbrances that would materially affect the easement grant, and that it will defend the same to Grantee against the lawful claims and demands of all persons whomsoever.
- D. Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, which includes any and all damages to Grantor's remaining property, if any, which may result from the acquisition or use of said property or property rights.
- E. Grantor represents that to the best of its knowledge after appropriate inquiry under the circumstances, the Easement Area is in compliance with all local, State and Federal environmental laws and regulations; and further, that Grantor has provided Grantee with copies of all reports that it is aware of regarding the environmental condition of the Easement Area.
- F. Grantee, by accepting this Easement, is not accepting liability for any release of hazardous substances onto or from the Easement Area, and Grantor is not attempting to convey any such liability.

IN WITNESS WHEREOF, Park Office 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 _____ day of _____, 20____.

PARK OFFICE LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: PARK OFFICE MANAGER LLC,
A DELAWARE LIMITED LIABILITY COMPANY

By: _____
Maryellen Dolan, Treasurer

EXHIBIT 2

STATE OF _____

County of _____

This instrument was acknowledged before me on _____, 20____, by
Maryellen Dolan as Treasurer of Park Office Manager LLC, a Delaware limited liability company as
member of Park Office LLC, a Delaware limited liability company.

Notary Public for (state)_____
My Commission expires _____

APPROVED AS TO FORM:

City Attorney

APPROVED:

Bureau of Environmental Services Director
or designee

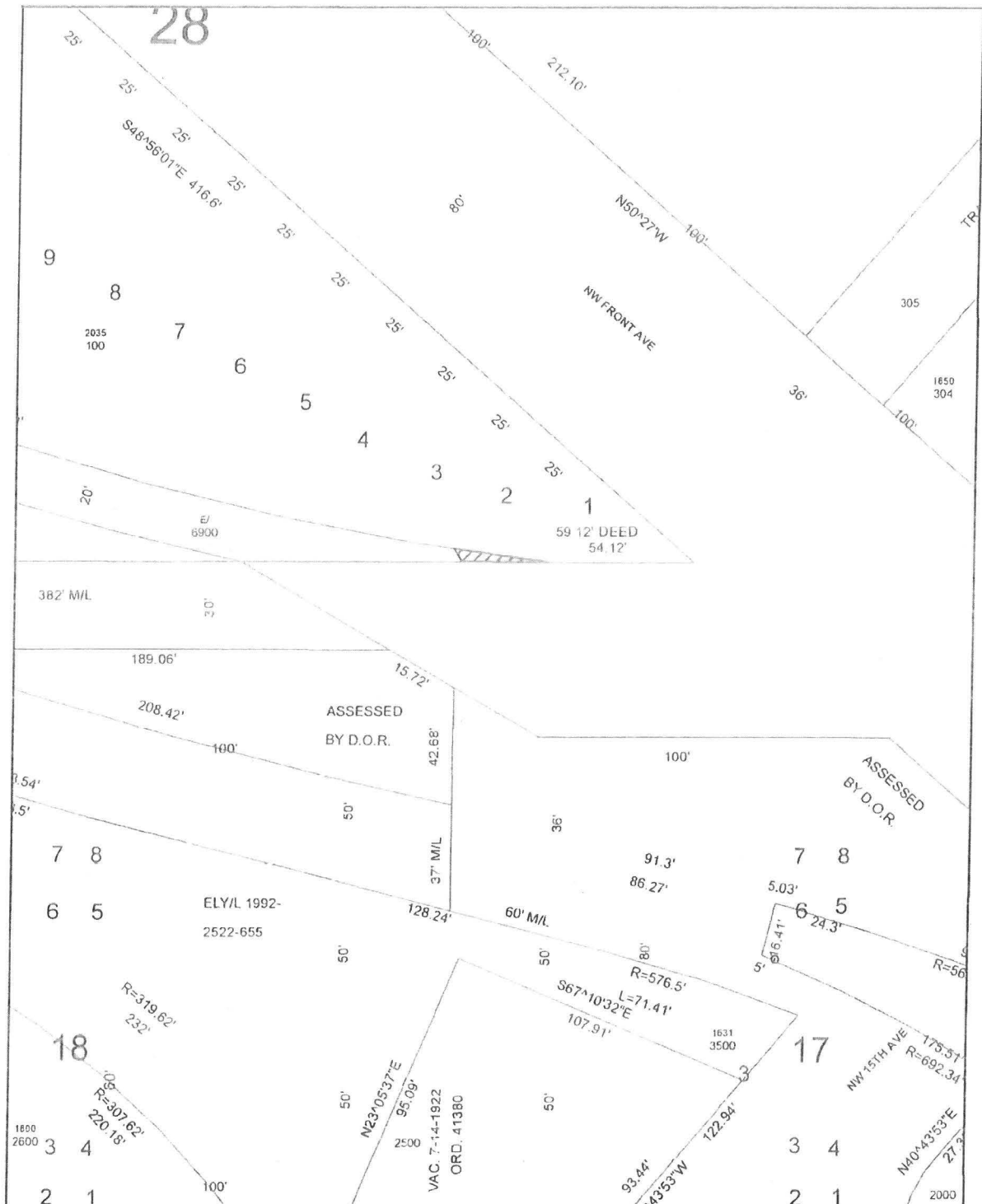
Date

8528/SEWER TUNNEL EASEMENT

EXHIBIT A

Legal Description to be Prepared by PBOT Survey.

EXHIBIT B



Vacated NW Terminal Street

Legal: A portion of Vacated NW Terminal Street

Grantor: Park Office LLC

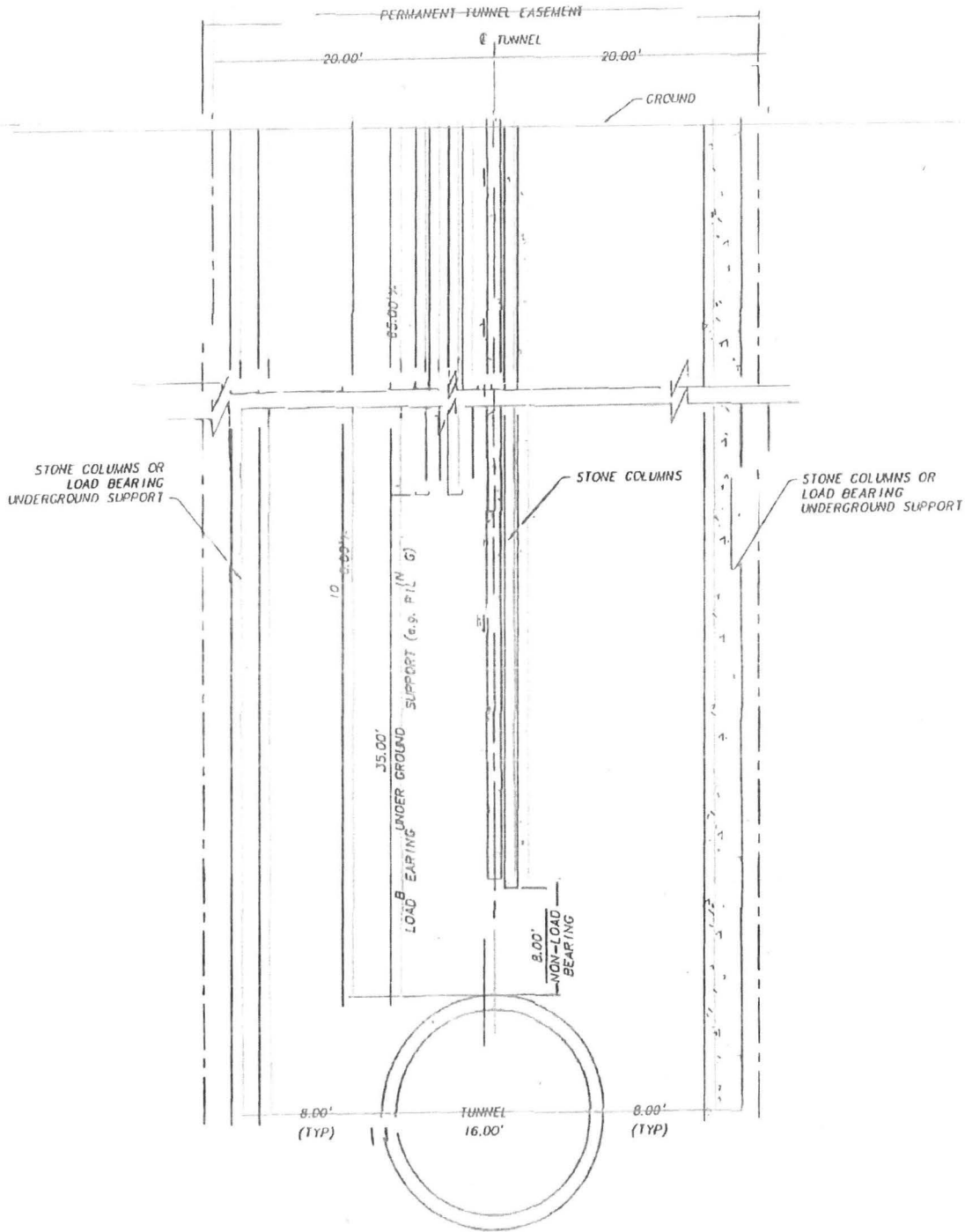
R/W: 8528 Section: 1 N1 E28DC



Sewer Tunnel Easement Area



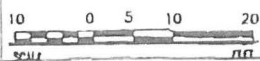
1 in = 50 ft



RESTRICTIONS ON SUBSURFACE DEVELOPMENT
TO AVOID PENETRATING TUNNEL

**PB PARSONS
BRINCKERHOFF**
100 S.W. Sixth Ave., Portland, OR 97204

CITY OF PORTLAND
ENVIRONMENTAL SERVICES



WEST SIDE CSO TUNNEL
TUNNEL EASEMENT

JOB NO.
6680
FIGURE NO.

ACCEPTANCE

Auditor of the City of Portland
City Hall Room 130
1221 SW 4th Avenue
Portland, Oregon 97204

This is to advise the City of Portland, Oregon that Park Office LLC hereby accepts the terms and provisions of Ordinance No. 189195, passed by the Portland City Council on October 3, 2018, **Vacate NW Terminal St between NW 17th Ave and NW Upshur St subject to certain conditions and reservations; VAC-10119**, and in consideration of the benefits received thereunder Park Office LLC hereby agrees to abide by and perform each and all of the applicable terms and provisions thereof.

October 16, 2018

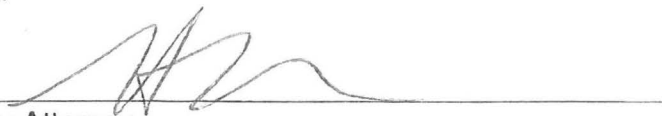
Date


(Signature and Title)

Todd Kindberg
(Printed Name)

Park Office LLC
c/o Todd Kindberg
1116 NW 17th Avenue
Portland OR 97205

Approved as to form:


City Attorney