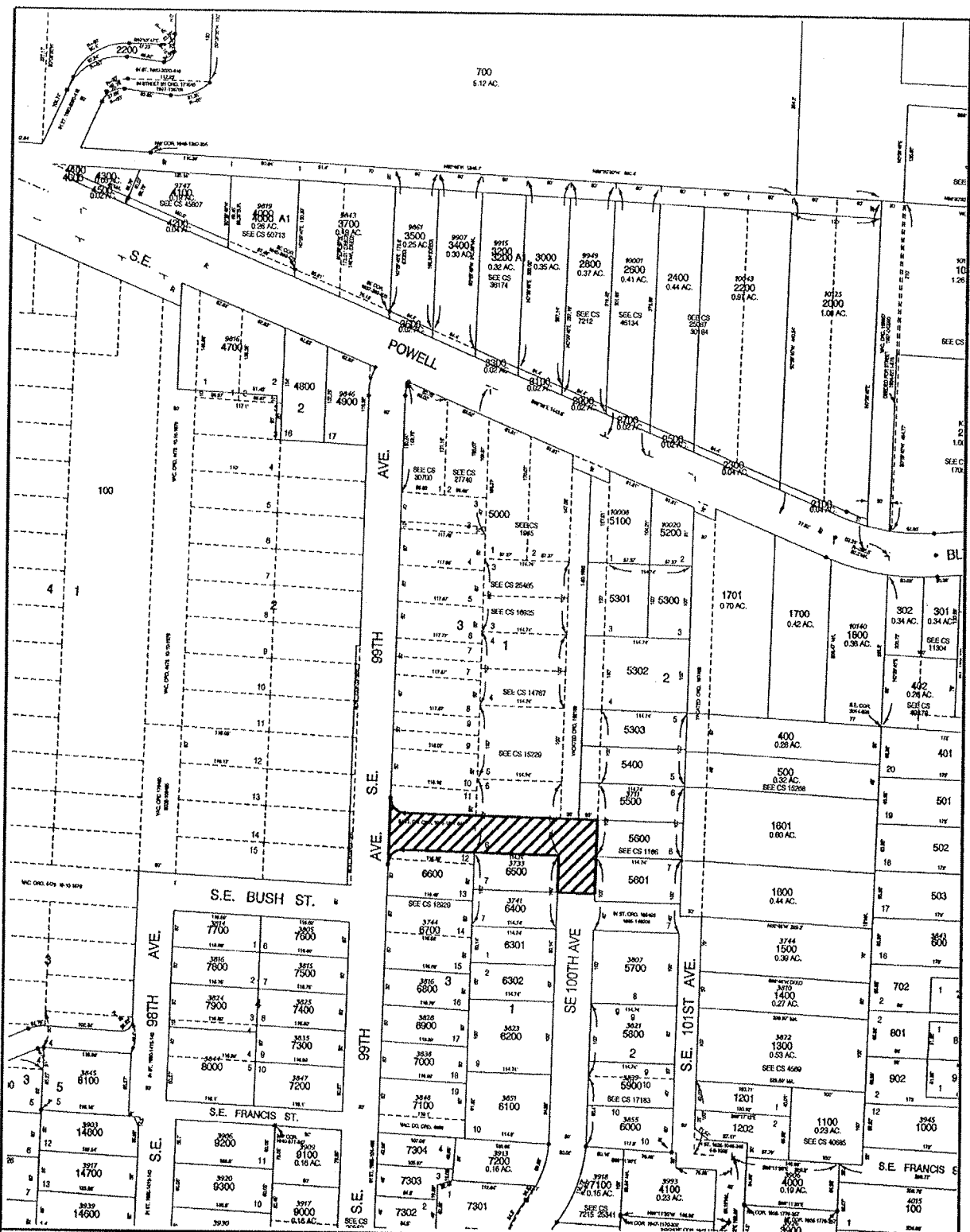


EXHIBIT 1




SE BUSH STREET AND SE 100TH AVENUE

Petitioner: Portland Water Bureau

¼ Section: 3440

Section: 1S2E09DA

 Area Herein Vacated

Scale: 1" to 200'



EXHIBIT 2

Terms and Conditions for Maintenance of a Water Facility
Assigned to the Portland Water Bureau

The terms of this agreement are as follows:

1. The Portland Water Bureau (PWB) may maintain and replace only such permanent or temporary surface or underground structures within the easement as are required for PWB's water lines, underdrains, facilities and appurtenances related thereto and their inspection and maintenance. PWB's agents or employees may enter on the Portland Parks and Recreation's (PP&R) property within the easement area only for the purpose of constructing, reconstructing, inspecting and maintaining PWB's water lines, underdrains, facilities, and appurtenances related thereto.
2. No permanent or temporary surface or underground structure or facility, including public or private utility line(s) or other improvements, shall be constructed or located within the easement without the prior written consent of the Chief Engineer of the PWB, which consent shall not be unreasonably withheld. All construction activities and structures must comply with applicable federal, state, and local laws and regulations.
3. The easement area shall be kept open, accessible, and passable at all times with the exception that the Chief Engineer of the PWB prior to their installation or construction may approve obstructions to accessibility in writing.
4. No grade change in excess of one (1) foot in elevation shall be allowed within the easement without the prior written consent of the Chief Engineer of the PWB, which consent shall not be unreasonably withheld.
5. No trees shall be planted within the easement without the prior written consent of the Chief Engineer of the PWB.
6. No materials shall be stored, used, manufactured or disposed of within the Water Facility Easement, except in compliance with all federal, state, and local law, provided that in no case may there be stored, used, manufactured, or disposed of within the easement, any hazardous substances, or any substances or materials which constitute a public health hazard, as defined by rules of the Oregon State Health Division. No condition shall be permitted within the easement that constitutes a health hazard, as defined by rules of the Health Division. As used in this Easement, "Hazardous Substance" means: (i) any hazardous substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; or (ii) any hazardous waste defined

by the Resource Conservation and Recovery Act of 1976, as amended from time to time; or (iii) any hazardous substances as defined by Oregon Revised Statute 465.200 and/or implementing regulations of the Oregon Department of Environmental Quality; or (iv) any and all material or substance defined as hazardous pursuant to any federal, state or local laws or regulations or order; or (v) any and all material or substance which is or becomes regulated by any federal, state or local governmental authority; or (vi) any and all material or substance which contains oil, gasoline, diesel fuel or other petroleum hydrocarbons and their by-products.

7. PWB shall within a reasonable time after completion of construction restore the surface of the easement to a uniform grade.
8. In the event the PP&R should sell or lease the property upon which the easement is located, the sale or lease will be subject to the restrictions and conditions described herein which will be binding upon the PP&R's heirs, successors, and assigns.
9. PP&R shall hold PWB, its officers, employees, and agents, harmless from any expense, loss, or liability, including legal fees, arising from claims for property damage or personal injury or death not caused by the PWB's facilities or PWB's activities in constructing, reconstructing, maintaining, or repairing its facilities, including from any liability imposed by law for the clean-up or damages caused by the release or disposal of hazardous substances within the easement, except for release or disposal of hazardous substances caused by PWB, its officers, employees or agents.
10. At least two weeks prior to the commencement of any construction work within the easement, the PWB shall notify the PP&R of the intended work, including how access, security, and any other impacts of the work shall be addressed, provided that such notice is not required in the case of emergency. In the event the PWB must undertake emergency work, such notice to the PP&R shall be provided either before or after commencement of the work as the emergency reasonably allows.
11. Seventy-two hours prior to the commencement of any construction work within the easement approved pursuant to provisions of this agreement, the PP&R shall notify the PWB of the intended work.
12. In the event that the vacated street area is no longer needed for PWB purposes, PP& R will assume all responsibility and control granted to PWB per the attached Ordinance.