

**EXHIBIT 2**

After Recording Return To:

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

**COURTYARD EASEMENT AGREEMENT**

This Courtyard Easement Agreement (this “**Agreement**”) is entered into as of this \_\_\_ day of \_\_\_\_\_, 2016 (“**Effective Date**”) by and between Karuna Properties II, LLC, an Oregon limited liability company (“**Karuna**”); Karuna Properties II West, LLC, an Oregon limited liability company (“**Karuna West**”); Deco Diner, LLC, an Oregon limited liability company (“**Deco Diner**”) (collectively, “**Grantors**”); and The Catlin Gabel School, an Oregon nonprofit public benefit corporation (with its successors and assigns, “**Grantee**”).

**RECITALS**

Karuna owns certain real property situated in the City of Portland, Multnomah County, State of Oregon, and more particularly described in the attached Exhibit A (the “**Karuna East Property**”).

Karuna West owns certain real property situated in the City of Portland, Multnomah County, State of Oregon, and more particularly described in the attached Exhibit B (the “**Karuna West Property**”).

Deco Diner owns certain real property situated in the City of Portland, Multnomah County, State of Oregon, and more particularly described in the attached Exhibit C (the “**Deco Diner Property**”).

Portions of the Karuna East Property, the Karuna West Property and the Deco Diner Property comprise an approximately 14,000 sq. foot courtyard located between buildings constructed by Grantors upon their three separate properties (the “**Courtyard**”).

Grantee desires a perpetual, non-exclusive easement over, on and across the Courtyard for the purpose of providing an active, green community space for the public and Grantors desire to grant such an easement to Grantee on the terms and conditions set forth herein.

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## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement. Karuna grants to Grantee a perpetual, non-exclusive public access easement over a portion of the Karuna East Property more particularly described and depicted in the attached Exhibit D (the “**Karuna East Easement Area**”), subject and subordinate to all liens, leases, easements, servitudes, rights-of-way, prescriptive rights, reservations, conveyances and any and all other matters of record or apparent encumbering the Karuna East Property. Karuna West grants to Grantee a perpetual, non-exclusive public access easement over a portion of the Karuna West Property, more particularly described and depicted in the attached Exhibit E (the “**Karuna West Easement Area**”), subject and subordinate to all liens, leases, easements, servitudes, rights-of-way, prescriptive rights, reservations, conveyances and any and all other matters of record or apparent encumbering the Karuna West Property. Deco Diner grants to Grantee a perpetual, non-exclusive public access easement over a portion of the Deco Diner property more particularly described and depicted in the attached Exhibit F (the “**Deco Diner Easement Area**”), subject and subordinate to all liens, leases, easements, servitudes, rights-of-way, prescriptive rights, reservations, conveyances and any and all other matters of record or apparent encumbering the Deco Diner Property. The easements granted by Grantors herein are collectively referred to herein as the “**Courtyard Easement.**” The Karuna East Easement Area, the Karuna West Easement Area and the Deco Diner Easement Area are collectively referred to herein as the “**Courtyard Easement Area.**”

2. Easement in Gross. The Courtyard Easement is in gross and runs in favor of Grantee and Grantee’s permitted assigns.

3. Use of the Courtyard Easement Area. The Courtyard Easement Area may be used by Grantee and the members of the public in general as a public community space. Nothing shall be constructed in the Courtyard Easement Area that would unreasonably interfere with the use described herein. Grantors may use the Courtyard Easement Area for any purpose not inconsistent with the easements granted herein.

4. Duration of Easement. The Courtyard Easement shall be perpetual in duration and shall burden the Karuna East Property, the Karuna West Property and the Deco Diner Property. This Agreement shall run with the land as to all of the properties burdened and benefited by the easements and covenants herein and any lawful land division thereof. The rights, covenants and obligations contained in this Agreement shall bind, burden and benefit the parties, their successors, heirs, assigns, tenants, employees, guests, invitees, licensees, contractors, agents, mortgagees and beneficiaries under a deed of trust. Any reference to a party shall apply only so long as a party owns a property, and thereafter such reference shall apply to such party's successor or assign. Any transferee of any party's property shall automatically be deemed, by acceptance of title to such property, to have assumed all of the obligations set forth in this Agreement relating to such property. The party shall, when such transfer is consummated,

be relieved of all liability that arises thereafter under this Agreement, but such party shall not thereby be relieved of liability that arose before such time and which remains unsatisfied.

5. Maintenance of the Courtyard Easement Area; Taxes.

(a) Maintenance and Repairs. Grantors shall perform, at their collective sole cost and expense, all maintenance and repairs consistent with Exhibit G (the “**Maintenance Obligations**”) with respect to the Courtyard Easement Area. Karuna and Karuna West shall each be responsible for 35% of the costs and expenses incurred in performing the Maintenance Obligations from time to time (collectively, the “**Courtyard Expenses**”), and Deco Diner shall be responsible for the remaining 30% of the Courtyard Expenses. The Grantors have appointed EcoCommons, LLC, an Oregon limited liability company (“**EcoCommons**”), as a maintainer of the Courtyard and shall each contribute their respective shares of the Courtyard Expenses to EcoCommons.

(b) Enforcement by Grantee.

- i. Upon notification by a member of the public of the possible existence of a nuisance condition (a “**Nuisance Situation**”) in the Courtyard Easement Area, Grantee will relay the information about the Nuisance Situation to Grantors and Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter (“**Metro**”).
- ii. Grantee will compare the Nuisance Situation to the list of property nuisances described in Portland City Code Chapter 29.20 (the “**Nuisance Code**”), as that chapter may be amended from time to time. A copy of the Nuisance Code that is in effect as of the Effective Date is attached hereto as Exhibit H for reference only.
- iii. If, in Grantee’s reasonable determination, the Nuisance Situation does not correspond to any of the property nuisances described in the Nuisance Code, Grantee will determine whether the Nuisance Situation has resulted in substantial damage to, or removal of, one or more of the landscape features shown on Exhibit I attached hereto. If so, the Nuisance Situation will constitute a landscaping violation hereunder (each, a “**Landscape Violation**”).
- iv. If, in Grantee’s reasonable determination, the Nuisance Situation does not correspond to any of the property nuisances described in the Nuisance Code, and the Nuisance Situation does not constitute a Landscaping Violation, Grantee will have no further obligation under this Agreement with regard to addressing or curing the applicable Nuisance Situation.

- v. If, in Grantee's reasonable determination, the Nuisance Situation corresponds to at least one of the property nuisances described in the Nuisance Code, or the Nuisance Situation constitutes a Landscaping Violation:
  - a. Grantee will notify Metro and Grantors of the Nuisance Situation and request that Grantors investigate and cure the applicable Nuisance Situation within a certain timeframe, the reasonableness of which will be determined in good faith by the Grantee and Grantors.
  - b. If Grantors all fail adequately to investigate and cure the Nuisance Situation, Grantee will notify Metro and Grantors that Grantee intends to cure the Nuisance Situation. The notification will include the estimated cost therefor.
  - c. Following any cure of a Nuisance Situation by Grantee as contemplated above, Grantee will notify Metro and send an invoice (the "Invoice") to Grantors covering Grantee's reasonable, actual costs and expenses in performing the cure. If Grantee cures any Nuisance Situation, Grantee agrees that the contractors and subcontractors performing such work, if any, will maintain adequate commercial general liability insurance in accordance with Grantee's standard business practices. Grantee will make reasonable efforts to coordinate with Grantors to ensure that the performance of the cure will occur with no material interference to the operations of Grantors or the activities of the public within the Courtyard Easement Area.
  - d. If, after thirty (30) days following the receipt by Grantors of an Invoice, Grantors all fail to pay in full Grantee's reasonable, actual costs and expenses detailed in the Invoice, Grantors all expressly agree that Grantee may lien the Karuna East Property, the Karuna West Property, and the Deco Diner Property for the full amount of the invoice and will record liens in the deed records for those properties and in the City of Portland lien docket.

(c) Real Estate Taxes. Karuna shall pay when due all real property taxes, assessments and other charges against the Karuna Easement Area, Karuna West shall pay when due all real property taxes, assessments and other charges against the Karuna West Easement Area and Deco Diner shall pay when due all real property taxes, assessments and other charges against the Deco Diner Easement Area.



6. Indemnification/Hold-Harmless. Each party shall indemnify, defend, and hold harmless the other parties hereunder from and against all claims, liens, causes of action, losses, costs, expenses, and liabilities (including reasonable attorney fees) arising from (i) the failure of the indemnifying party to observe any obligation hereunder, or (ii) the use of the Courtyard by the indemnifying party or its occupants, permittees, invitees, licensees, lessees, or agents.

7. Insurance. Grantee shall, during the times it is regularly using the Courtyard, shall maintain a policy of comprehensive general liability insurance with a combined single limit of at least \$1,000,000, and aggregate coverage of at least \$2,000,000, insuring against any claim or cause of action for death, personal injury, or property damage arising on or about the Courtyard Easement Area. Such policies shall name each of the Grantors as additional insured parties, shall contain a contractual liability endorsement insuring performance of the respective indemnity obligations as set forth in this Agreement and shall contain a provision that coverage shall not be canceled or changed without at least thirty (30) days written notice to the named additional insured parties. Upon request, the Grantee shall exchange certificates of insurance evidencing the existence of insurance as required by this paragraph. Notwithstanding the foregoing, if the holder of the easement rights granted hereunder is ever a public entity or governmental department or agency, such easement may self insure for the coverage described in this Section 7.

8. Assignment. The Courtyard Easement cannot be assigned or transferred by Grantee to any other party except the City of Portland without Grantors' prior written consent, which consent can be delayed, conditioned, or withheld in Grantors' sole and absolute discretion. If the initial Grantee assigns its rights and obligations under this Agreement to the City of Portland, the initial Grantee shall thereafter be deemed released from all duties, obligations and liabilities arising under this Agreement following the date of such assignment. Additionally, upon assignment of the initial Grantee's interests hereunder to the City of Portland, all provisions of this Agreement, except Section 15, will continue to apply to the Grantors. Upon such assignment, all provisions of this Agreement will continue to apply to the City of Portland except Sections 6, 7, 10, 12, and 15 and the City of Portland, subject at all times to the limitations of the Oregon Tort Claims Act. For clarification purposes, upon such assignment by the initial Grantee, the initial Grantee shall continue to have the right to use the Courtyard Easement Area as a member of the public, as a public community space, but the initial Grantee shall have no duties, obligations or liabilities under this Agreement.

9. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Oregon.

10. Dispute Resolution. In the event the parties are unable to agree on whether maintenance or repair is necessary, the nature and extent of any necessary maintenance or repair, the appropriate share of these costs amongst the users, or the person or company that shall complete the maintenance or repair, or any other dispute arises under this Agreement, then the parties shall submit the matter to a single arbitrator who shall direct any settlement he or she deems equitable under the circumstances. The arbitrator, if not mutually agreed upon by the parties, shall be appointed by the presiding judge of the Multnomah County Circuit Court upon the request of either party to this Agreement. The decision of the arbitrator shall be final and binding, and not subject to appeal. The decision of the arbitrator may be enforced by any party to

this Agreement in any court of competent jurisdiction in Multnomah County, Oregon. The arbitrator, at the arbitrator's sole discretion, may award the costs of the arbitration, including, without limitation, the arbitrator's fee as well as a party's attorney's fees and other costs in preparation for and at the arbitration to the prevailing party.

11. Compliance with Laws. Grantee shall comply, and shall cause its successors and assigns, and their employees, agents and contractors (each a "**Grantee Party**" and collectively, the "**Grantee Parties**") to comply, with all laws, rules, regulations and requirements applicable to the Courtyard.

12. Environmental Compliance. Grantee and all Grantee Parties are prohibited from managing, using, storing, transporting, generating or disposing of any Hazardous Substance in violation of Environmental Laws in the Courtyard. For purposes of this Agreement, the term "**Environmental Laws**" means any federal, state, local law, statute, ordinance, regulation or order and all amendments thereto pertaining to human health, environmental conditions or Hazardous Substances applicable to the Courtyard or the adjoining properties of the Grantors. For purposes of this Agreement, the term "**Hazardous Substance**" shall mean any hazardous or toxic substances, materials or wastes, or pollutants or contaminants as defined, listed or regulated by any Environmental Laws. In addition to all other indemnities set forth herein, Grantee shall pay, reimburse, save, protect, defend, indemnify, and hold harmless Grantor from, for and against any and all suits, damages, losses, fines, costs, expenses, or liabilities (including reasonable attorney fees) and the reasonable costs of remediating the Courtyard or the adjoining properties to the extent required by any agency administering Environmental Laws to the extent the need therefor arises out of Grantee's breach or any breach by any Grantee Parties with respect to this Section 12.

13. No Agency or Partnership. Nothing in this Agreement shall be construed to create any association, agency, joint venture, trust, or partnership covenant, obligation or liability on or between the parties.

14. Construction. The Parties have been represented by their respective legal counsel in connection with negotiation of this Agreement, and accordingly waive the rule of construction that this Agreement shall be construed against its drafter. This Agreement may be modified only in writing signed by all parties. No waiver of any provision of this Agreement shall be effective against a party unless expressed in a writing signed by the party against whom the waiver is sought to be enforced.

15. Attorney Fees. If any suit, action, or arbitration arising out of or related to this Agreement is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including without limitation reasonable attorney fees) incurred by such party or parties in such suit, action or arbitration, including without limitation any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action, and including any proceedings under bankruptcy law.

16. Recitals and Exhibits. The Recitals above and all exhibits attached hereto and referenced herein are incorporated herein by this reference.

17. Grantor's Representations, Warranties and Covenants. Grantors represent, warrant and covenant that (i) Grantors have good and sufficient title to the Courtyard Easement Area, (ii) Grantors have lawful authority to convey the Courtyard Easement to Grantee, (iii) the grant of the Courtyard Easement hereunder will not result in a violation or breach of any agreement, contract, covenant or other arrangement to which Grantors are a party or by which the Courtyard Easement is otherwise subject, and (iv) Grantor will pay and perform all liens, encumbrances and other matters superior in right to the Courtyard Easement granted hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

**GRANTORS:**

KARUNA PROPERTIES II, LLC,  
an Oregon limited liability company

By: \_\_\_\_\_  
Eric Lemelson, Manager

Date: \_\_\_\_\_

KARUNA PROPERTIES II WEST, LLC,  
an Oregon limited liability company

By: \_\_\_\_\_  
Eric Lemelson, Manager

Date: \_\_\_\_\_

DECO DINER, LLC, an Oregon limited liability  
Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**GRANTEE:**

THE CATLIN GABEL SCHOOL, an Oregon  
nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibits:**

Exhibit A – Karuna East Property  
Exhibit B – Karuna West Property  
Exhibit C – Deco Diner Property  
Exhibit D – Karuna East Easement Area  
Exhibit E – Karuna West Easement Area  
Exhibit F – Deco Diner Easement Area  
Exhibit G – Maintenance and Repairs  
Exhibit H – Nuisance Code  
Exhibit I – Landscape Features

[notary acknowledgements appear on the following pages]

STATE OF OREGON                     )  
    ) ss.  
 County of \_\_\_\_\_)

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
 2016, by \_\_\_\_\_, \_\_\_\_\_, of  
 Karuna Properties II, LLC, an Oregon limited liability company, on behalf of the company.

\_\_\_\_\_  
 NOTARY PUBLIC FOR OREGON

My commission expires:\_\_\_\_\_

STATE OF OREGON                     )  
    ) ss.  
 County of \_\_\_\_\_)

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
 2016, by \_\_\_\_\_, \_\_\_\_\_, of  
 Karuna Properties II West, LLC, an Oregon limited liability company, on behalf of the company.

\_\_\_\_\_  
 NOTARY PUBLIC FOR OREGON

My commission expires:\_\_\_\_\_

STATE OF OREGON                     )  
    ) ss.  
 County of \_\_\_\_\_)

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
 2016, by \_\_\_\_\_, \_\_\_\_\_, of  
 Deco Diner, LLC, an Oregon limited liability company, on behalf of the company.

\_\_\_\_\_  
 NOTARY PUBLIC FOR OREGON

My commission expires:\_\_\_\_\_

STATE OF OREGON                    )  
   ) ss.  
 County of \_\_\_\_\_)

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
 2016, by \_\_\_\_\_, \_\_\_\_\_, of  
 The Catlin Gabel School, an Oregon nonprofit public benefit corporation, on behalf of the  
 corporation.

\_\_\_\_\_  
 NOTARY PUBLIC FOR OREGON  
 My commission expires: \_\_\_\_\_

Exhibit A  
Karuna East Property

**LOTS 6, 7 AND 8 BLOCK 30, ALBINA HOMESTEAD, IN THE CITY OF PORTLAND,  
COUNTY OF MULTNOMAH AND STATE OF OREGON**

Exhibit B  
Karuna West Property

**LOTS 9 AND 10 BLOCK 30, ALBINA HOMESTEAD, IN THE CITY OF PORTLAND,  
COUNTY OF MULTNOMAH AND STATE OF OREGON**



Exhibit C  
Deco Diner Property

**LOTS 11 AND 12 BLOCK 30, ALBINA HOMESTEAD, IN THE CITY OF PORTLAND,  
COUNTY OF MULTNOMAH AND STATE OF OREGON**

Exhibit D  
Karuna East Easement Area

**TRACT 1**

A TRACT OF LAND BEING A PORTION OF LOTS 6, 7 & 8, BLOCK 30, ALBINA HOMESTEAD, MULTNOMAH COUNTY PLAT RECORDS, DESCRIBED IN DEED TO KARUNA PROPERTIES II, LLC, AN OREGON LIMITED LIABILITY COMPANY IN DOCUMENT NO. 2011-034565, MULTNOMAH COUNTY DEED RECORDS, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHWESTERLY CORNER OF SAID LOT 8, SAID POINT BEING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF N. FREMONT STREET (VARIABLE WIDTH) AND THE EASTERLY RIGHT-OF-WAY LINE OF A PUBLIC ALLEY (20 FEET WIDE); THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE NORTH 89°53'05" EAST 28.26 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE NORTH 64°43'34" WEST 13.94 FEET; THENCE NORTH 21°59'04" WEST 19.68 FEET; THENCE NORTH 29°27'44" WEST 16.91 FEET; THENCE NORTH 89°35'26" EAST 33.68 FEET; THENCE NORTH 00°24'34" WEST 3.02 FEET; THENCE SOUTH 65°24'38" EAST 3.59 FEET; THENCE SOUTH 87°58'47" EAST 6.52 FEET; THENCE NORTH 69°35'26" EAST 11.21 FEET; THENCE NORTH 36°01'30" EAST 9.25 FEET; THENCE NORTH 00°24'34" WEST 32.59 FEET; THENCE NORTH 30°11'20" WEST 13.39 FEET; THENCE NORTH 60°24'34" WEST 9.68 FEET; THENCE SOUTH 89°52'26" WEST 12.11 FEET; THENCE SOUTH 59°30'58" WEST 7.40 FEET; THENCE SOUTH 89°52'26" WEST 10.75 FEET; THENCE NORTH 25°24'34" WEST 9.06 FEET; THENCE SOUTH 89°52'26" WEST 7.82 FEET; THENCE NORTH 00°25'27" WEST 38.10 FEET; THENCE SOUTH 89°52'26" WEST 3.80 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE OF A PUBLIC ALLEY (20 FEET WIDE); THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE SOUTH 00°25'25" EAST 143.31 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 4,055 SQUARE FEET (0.093 ACRES), MORE OR LESS.

THE BASIS OF BEARINGS IS THE OREGON COORDINATE REFERENCE SYSTEM (PORTLAND ZONE), THE RESULTANT BEARING OF THE NORTHERLY RIGHT-OF-WAY LINE OF N. FREMONT STREET BEING NORTH 89°53'05" EAST.

THE TRACTS OF LAND ARE SHOWN ON THE ATTACHED EXHIBIT B AND BY THIS REFERENCE MADE A PART THEREOF.

[map follows on the next page]

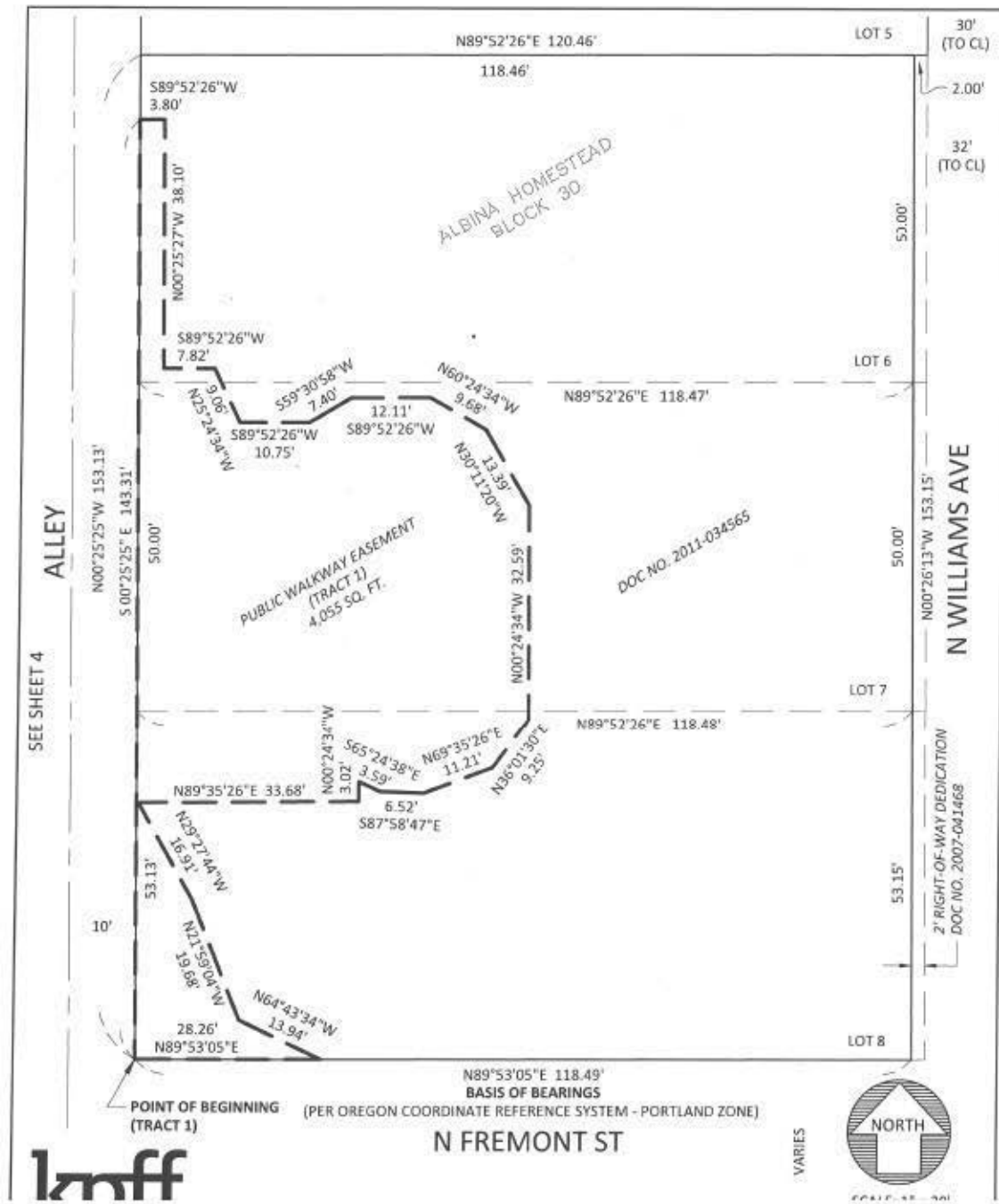


Exhibit E  
Karuna West Easement Area

**TRACT 2**

A TRACT OF LAND BEING A PORTION OF LOTS 9 & 10, BLOCK 30, ALBINA HOMESTEAD, MULTNOMAH COUNTY PLAT RECORDS, DESCRIBED IN DEED TO KARUNA PROPERTIES II, LLC, AN OREGON LIMITED LIABILITY COMPANY IN DOCUMENT NO. 2011-034565, MULTNOMAH COUNTY DEED RECORDS, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHEASTERLY CORNER OF SAID LOT 10, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF A PUBLIC ALLEY (20 FEET WIDE); THENCE ALONG THE NORTHERLY LINE OF SAID LOT 10 SOUTH 89°52'26" WEST 61.85 FEET; THENCE LEAVING SAID NORTHERLY LOT LINE SOUTH 00°53'16" EAST 0.72 FEET; THENCE SOUTH 60°28'19" EAST 12.09 FEET; THENCE SOUTH 77°41'59" EAST 4.88 FEET; THENCE SOUTH 00°24'34" EAST 18.31 FEET; THENCE SOUTH 89°35'26" WEST 0.59 FEET; THENCE SOUTH 10°31'08" EAST 22.71 FEET; THENCE SOUTH 69°02'17" EAST 31.98 FEET; THENCE SOUTH 78°54'01" EAST 13.35 FEET; THENCE SOUTH 09°33'34" WEST 28.83 FEET; THENCE SOUTH 69°35'26" WEST 2.33 FEET; THENCE SOUTH 09°35'26" WEST 8.17 FEET; THENCE SOUTH 65°55'19" WEST 8.22 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF N. FREMONT STREET (VARIABLE WIDTH); THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE NORTH 89°53'05" EAST 16.50 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE OF A PUBLIC ALLEY (20 FEET WIDE); THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE NORTH 00°25'25" WEST 103.12 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2,837 SQUARE FEET (0.065 ACRES), MORE OR LESS.

THE BASIS OF BEARINGS IS THE OREGON COORDINATE REFERENCE SYSTEM (PORTLAND ZONE), THE RESULTANT BEARING OF THE NORTHERLY RIGHT-OF-WAY LINE OF N. FREMONT STREET BEING NORTH 89°53'05" EAST.

THE TRACTS OF LAND ARE SHOWN ON THE ATTACHED EXHIBIT B AND BY THIS REFERENCE MADE A PART THEREOF.

[map follows on the next page]

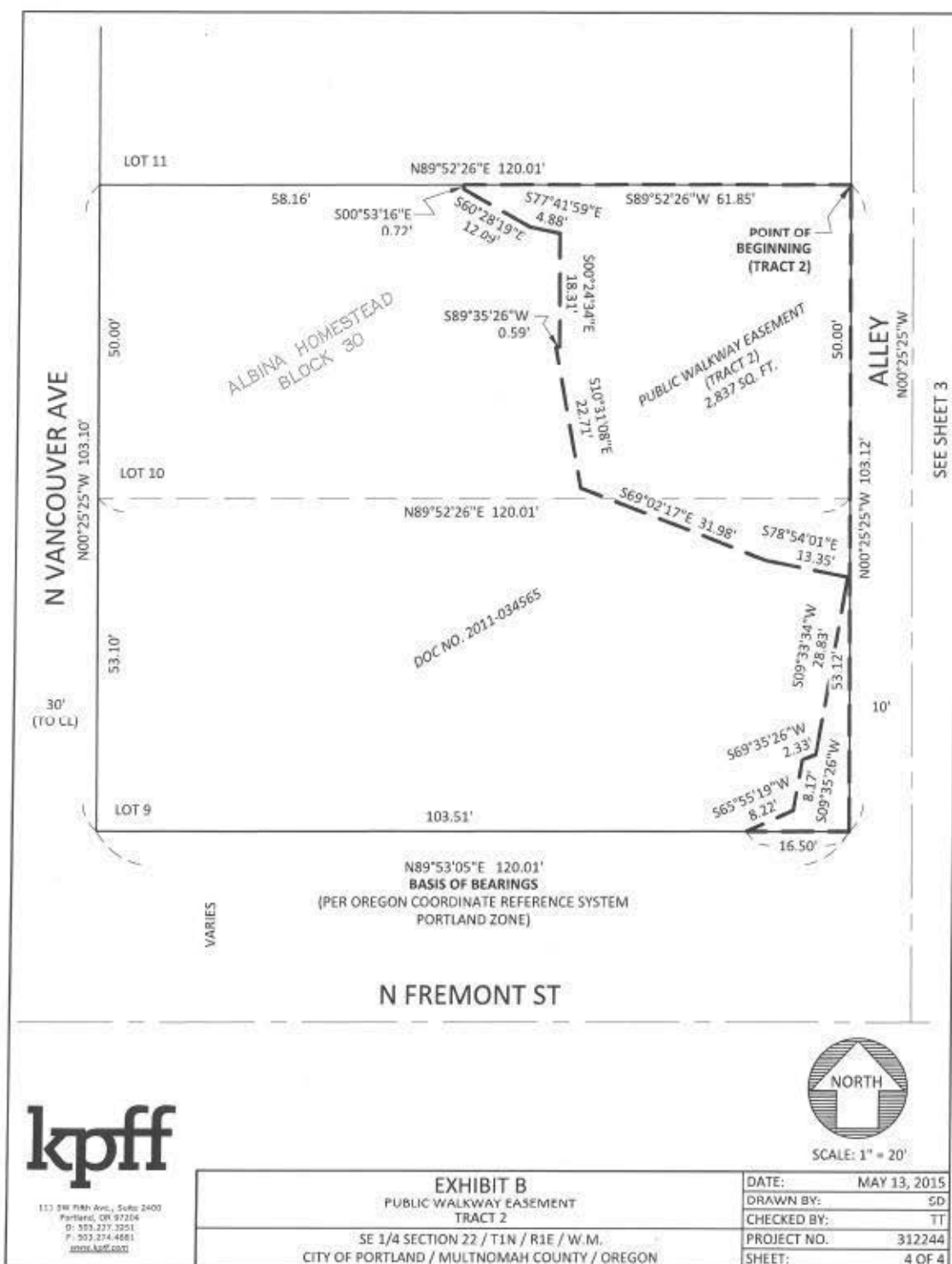


Exhibit F  
Deco Diner Easement Area

A TRACT OF LAND BEING A PORTION OF LOT 11, BLOCK 30, ALBINA HOMESTEAD, MULTNOMAH COUNTY PLAT RECORDS, DESCRIBED IN DEED TO DECO DINER, LLC, AN OREGON LIMITED LIABILITY COMPANY IN DOCUMENT NO. 2012-099019, MULTNOMAH COUNTY DEED RECORDS, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

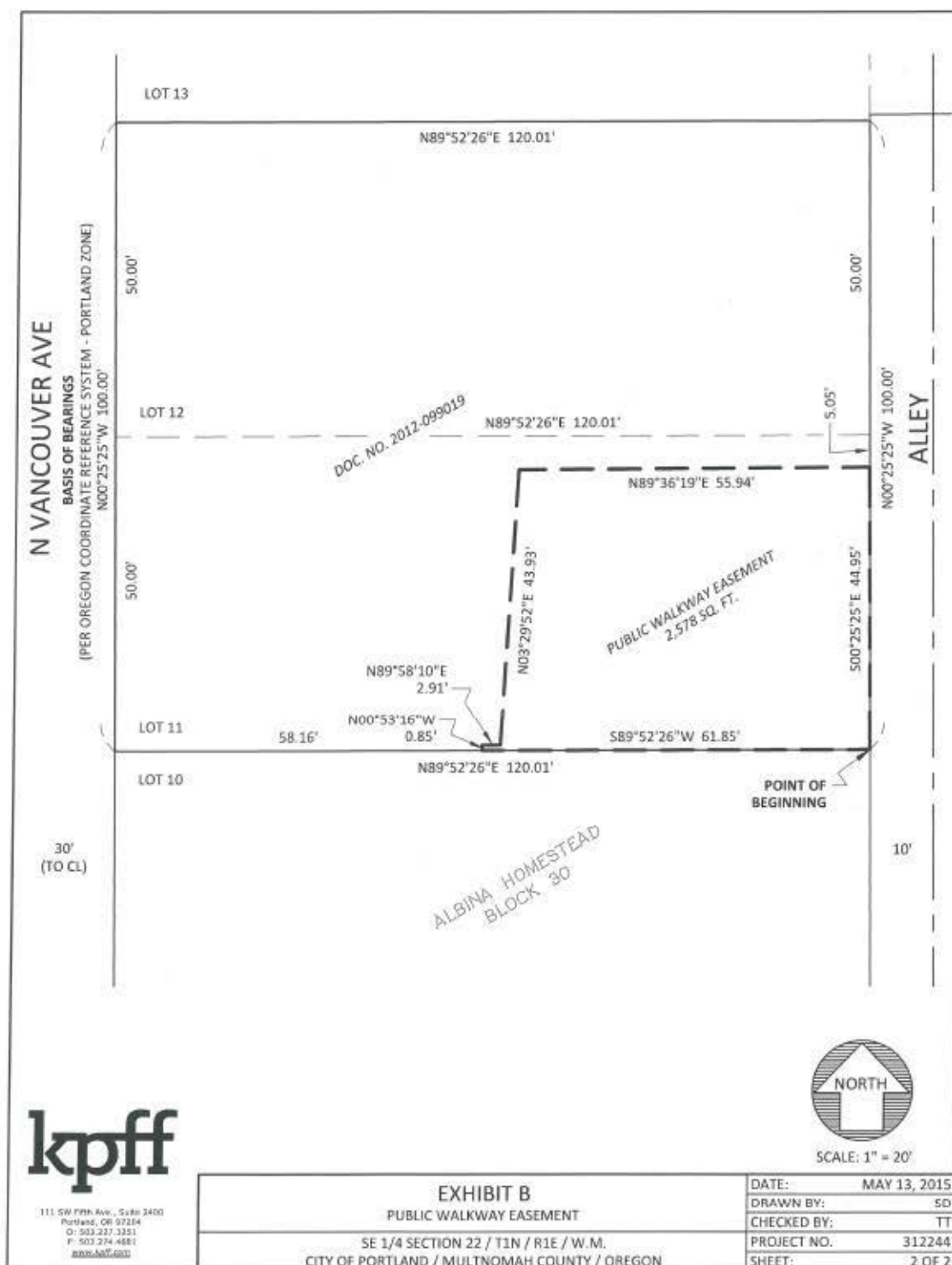
**BEGINNING** AT THE SOUTHEASTERLY CORNER OF SAID LOT 11, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF A PUBLIC ALLEY (20 FEET WIDE); THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 11 SOUTH 89°52'26" WEST 61.85 FEET; THENCE LEAVING SAID SOUTHERLY LOT LINE NORTH 00°53'16" WEST 0.85 FEET; THENCE NORTH 89°58'10" EAST 2.91 FEET; THENCE NORTH 03°29'52" EAST 43.93 FEET; THENCE NORTH 89°36'19" EAST 55.94 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 00°25'25" EAST 44.95 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2,578 SQUARE FEET (0.059 ACRES), MORE OR LESS.

THE BASIS OF BEARINGS IS THE OREGON COORDINATE REFERENCE SYSTEM (PORTLAND ZONE), THE RESULTANT BEARING OF THE EASTERLY RIGHT-OF-WAY LINE OF N. VANCOUVER AVENUE BEING NORTH 00°25'25" WEST.

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

[map follows on the next page]



## Exhibit G

### Maintenance and Repairs

#### Landscape Maintenance Guidelines

Landscape Maintenance shall include care and maintenance of all plant materials, landscape areas, and clean-up of areas surrounding landscape areas which are littered by landscape related debris and materials in the One North Courtyard and the surrounding sidewalk plantings. Maintenance, repair, adjustment, activation and deactivation of the irrigation systems is also part of this work.

The Landscape Maintenance will also include efforts to maintain the integrity of the courtyard landscape design, including:

- Plants chosen to provide flowers from March through October.
- Selected plants with flowers of different heights to attract different pollinator species and provide pollen and nectar throughout the seasons.
- Plants located in groups, to be more attractive to pollinators and increase pollinator efficiency.
- Incorporated different canopy layers in the landscape by planting trees, shrubs, and different sized perennial plants.
- Planted a diversity of plants to support a variety of pollinators.
- Large stones used in the landscape for butterflies to bask in the sun.
- Long tubular flowers used to attract hummingbirds.
- Bright white, yellow, or blue/violet colored flowers used to attract bees.

Client committed to integrated pest management practices.

Landscape Maintenance Work includes, but is not limited to the following:

- a. Weed control and eradication in all planting areas.
- b. Watering.
- c. Fertilization utilizing organic fertilization methods approved by Owner if required.
- d. Pruning.
- e. Edging and trimming.
- f. Trash and debris pick up in planting areas.
- g. Pick up of leaves, grass and clippings and trimmings from all landscape areas.
- h. Clean up of mulch, soil, and other landscape related debris off of all paved areas.
- i. All operations necessary to maintain the irrigation system in full operational capacity properly adjusted and repaired.
- j. Deactivation and draining of irrigation systems at the end of the irrigation season.
- k. Activation, filling, checking and adjusting the irrigation system at the beginning of the irrigation season.
- l. Repairing and flushing work on the irrigation system as needed.
- m. Periodic site inspections with the Owner's Representative, which relate to landscape and irrigation improvements and areas impacted by such.
- n. Mulching, maintenance and replenishment of bark mulch areas.
- o. Hand watering as needed.
- p. Plant material replacement as needed.



## Exhibit H

## Nuisance Code

## Chapter 29.20 Property Nuisances

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### 29.20.010 Outdoor Maintenance Requirements.

(Amended by Ordinance Nos. 176381, 180330, 183534, 184522, 185448 and 186053, effective January 1, 2015.) It is the responsibility of the owner of any property, improved or unimproved, to maintain the outdoor areas of the property and adjacent rights of way in a manner that complies with the following requirements:

**A. Holes, tanks, and child traps.** Remove, or fill where filling will abate the nuisance, all holes, cisterns, open cesspools, open or unsanitary septic tanks, excavations, open foundations, refrigerators, freezers, or iceboxes with unlocked attached doors and any other similar substance, material or condition which may endanger neighboring property or the health or safety of the public or the occupants of the property.

**B. Unsecured structures.** Board over or otherwise secure, and keep boarded over or otherwise secured, all open or broken exterior doors, windows, or apertures of any structure so as to prevent access by unauthorized persons through such openings.

**C. Rat harborage.** Remove or repair, and keep removed or repaired, any condition that provides a place where rats gain shelter, feed, or breed.

**D. Emergency access routes.** Remove and keep removed all brush, vines, overgrowth and other vegetation located within 10 feet of a structure or within 10 feet of a property line which is likely to obstruct or impede the necessary passage of fire or other emergency personnel.

**E. Thickets that conceal hazards.** Cut and remove and keep cut and removed all blackberry vines and other thickets when such growth is found to be:

1. Concealing trash and debris; or
2. Creating rat harborage; or
3. Creating harborage for people involved in criminal activity or for products used for criminal activity.

**F. Overgrown lawn areas.** Cut and remove and keep cut and removed all weeds and grass that are located in lawn areas and have a prevailing height of more than 10 inches.

**G. Nuisance Plants.** Eradication, as defined in 29.10.020 V., is required of all plants identified on the Nuisance Plants List. The Director shall adopt administrative rules detailing implementation and enforcement of this provision.

**H. Trash and debris.** Remove, and keep removed, unless specifically authorized by ordinance to do otherwise:

1. All garbage, offal, dead animals, animal and human waste, and waste materials (All garbage shall be stored as specified in Section 29.30.140);
2. Accumulations of litter, glass, scrap materials (such as wood, metal, paper, and plastics), junk, combustible materials, stagnant water, or trash;
3. All dead bushes, dead trees, and stumps with the exception of such material which:
  - a. Is being maintained as part of a naturescaped property;
  - b. Does not result in a nuisance as otherwise defined in this chapter; and
  - c. Is located on a property which is otherwise substantially in compliance with this chapter;
4. All trees which are dead, dying or dangerous and are determined by the City Forester or a private certified arborist to require removal in order to safeguard people or property per the provisions in Title 11;
5. Accumulations of dead organic matter and yard debris, with the exception of small accumulations of such material in a maintained compost area on the property and only if such material does not result in a nuisance, such as creating rat harborage, as otherwise defined in this chapter; and
6. Accumulations of clothing and any other items not designed for outdoor storage.

**I. Storage of non-trash items.** Remove, and keep removed, unless specifically authorized by ordinance to do otherwise:

1. Accumulations of wood pallets.
2. Any woody debris from Elm trees and all firewood that is not stacked and useable. "Useable" firewood has more wood than rot and is cut to lengths that will fit an approved fireplace or wood stove on the property. Elmwood which is infected with Dutch Elm Disease must be properly disposed of at the direction of the City Forester, per the provisions in Title 11, Trees.
3. Accumulations of vehicle parts or tires.
4. All construction materials, except those that are stored in a manner to protect their utility and prevent deterioration and are reasonably expected to be used at the site.
5. All appliances or appliance parts except for storage of appliances that are reasonably expected to be used at the site and are stored in a manner to protect their utility and prevent deterioration.

6. All indoor furniture except that which is stored in a manner to protect its utility and prevent deterioration and is reasonably expected to be used at the property.

7. All recycling materials except for reasonable accumulations (amounts consistent with a policy of regular removal) that are stored in a well-maintained manner.

8. All other non-trash items which:

a. Are of a type or quantity inconsistent with normal and usual use; or

b. Are likely to obstruct or impede the necessary passage of fire or other emergency personnel.

**J. Disabled vehicles.** Neither store nor permit the storing of a disabled vehicle for more than 7 days unless the vehicle is enclosed within a legally permitted building or unless it is stored by a licensed business enterprise dealing in junked vehicles lawfully conducted within the City. Removal and disposition of such disabled vehicles shall be in accordance with the provisions of Section 16.30.320, 16.30.340, 16.30.350 and 16.30.500 of the Code to the extent that such provisions are applicable.

**K. Obstructions to sidewalks, streets, and other rights of way.** Keep the adjacent rights of way free of anything that obstructs or interferes with the normal flow of pedestrian or vehicular traffic, unless specifically authorized by permit or ordinance to do otherwise. This responsibility includes, but is not limited to, removal of earth, rock, and other debris, as well as projecting or overhanging bushes and limbs that may obstruct or render unsafe the passage of persons or vehicles. This responsibility also includes, but is not limited to, the obligation to maintain all rights of way referenced in this subsection to meet the following minimum clearances:

**1. Sidewalks.** All sidewalks must be clear of obstructions by earth, rock, or vegetation from edge to edge and to an elevation of 7-1/2 feet above sidewalk level. For example, bushes that encroach on or over any part of a sidewalk area must be cut back or removed and limbs of trees that project over the sidewalk area at an elevation of less than 7 1/2 feet above the sidewalk level must be removed. Pruning Street Trees and tree removal is subject to the requirements of Title 11, Trees.

**2. Improved streets.** On any improved street designated as a Regional Trafficway, Major City Traffic Street, District Collector, or a one-way street where parking has been prohibited, branches must be trimmed to a height of 14 feet above the crown of the street. Moreover any other improved streets must be clear of obstructions to vehicle movement and parking from edge to edge and to an elevation of 11 feet above street level. For example, bushes that encroach on or over any part of a street must be cut back or removed; limbs of trees that project over a street at an elevation of less than 11 feet above street level must be removed; and no wires or other things shall be maintained over the street level at any elevation less than 11 feet. Pruning Street Trees and tree removal is subject to the requirements of Title 11, Trees.

**3. Alleys and unimproved rights of way.** All alleys, unimproved streets, and other public rights of way must be clear of obstructions that may hinder the normal flow of traffic or render the right of way unsafe for its current and necessary use.

### **29.20.020 Other Endangering Conditions.**

(Amended by Ordinance Nos. 176381 and 183397, effective January 8, 2010.) It is the responsibility of the owner of any property, improved or unimproved, to remove or repair:

- A. Any damage to or failure of an on-site sewage disposal system, private or common private sewer lines, or rain drain system, and
- B. Any other substance, material or condition that is determined by the Director to endanger neighboring property, the health or safety of the public, or the occupants of the property.

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### **29.20.030 Nuisance Defined, Summary Abatement Authorized.**

(Amended by Ordinance No. 180330, effective August 18, 2006.) All conditions in violation of Sections 29.20.010 and 29.20.020 of this Title shall constitute a nuisance. Any person whose duty it is to correct such conditions and who fails to do so shall be subject to charges according to the Fee Schedule approved by the City Council. In cases where the Director determines that it is necessary to take immediate action in order to meet the purposes of this Title, summary abatement of such nuisances is authorized.

## Exhibit I

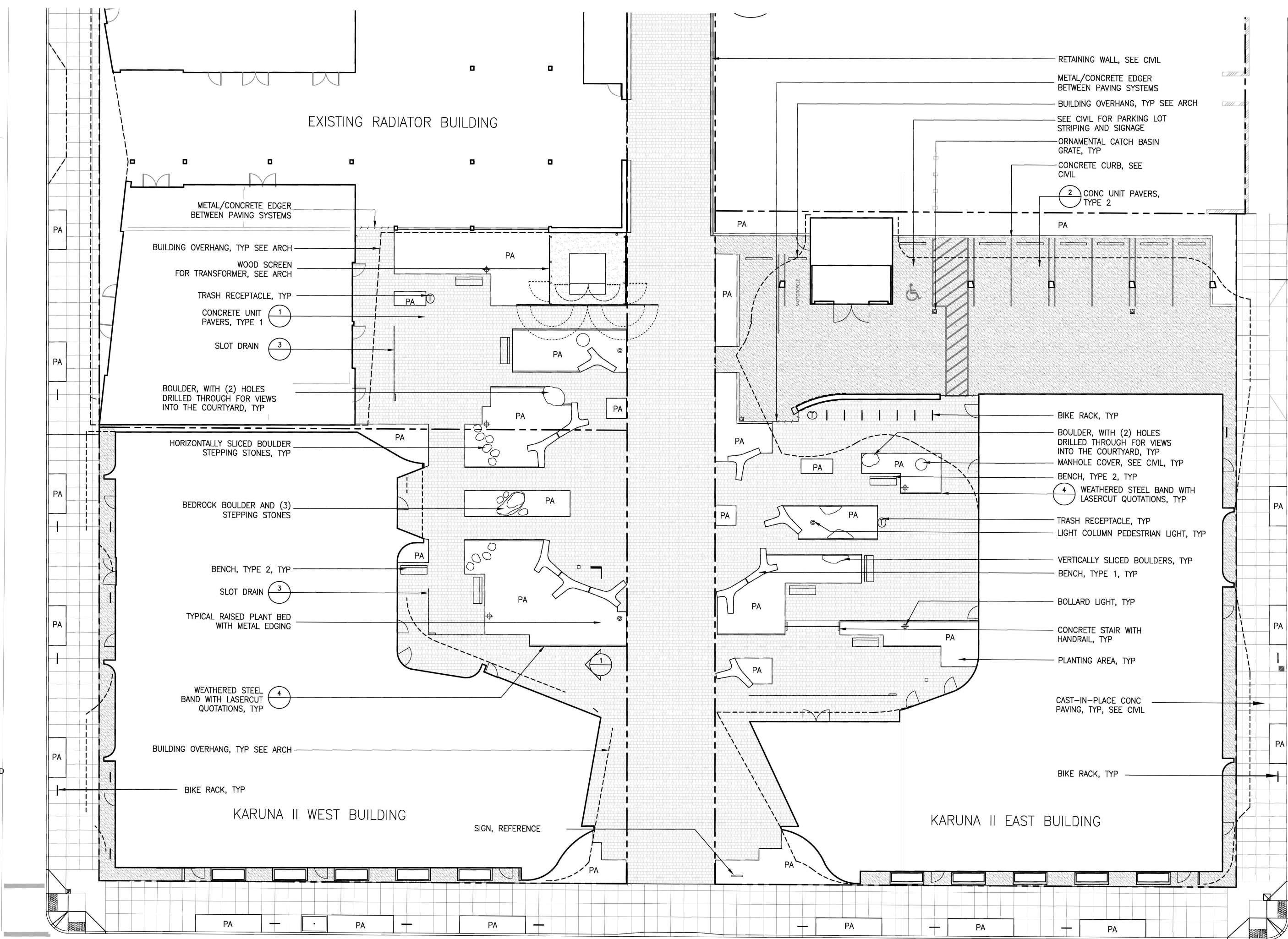
### Landscape Features

Please see documents L.6, L.10 and L.11 on the following three pages.

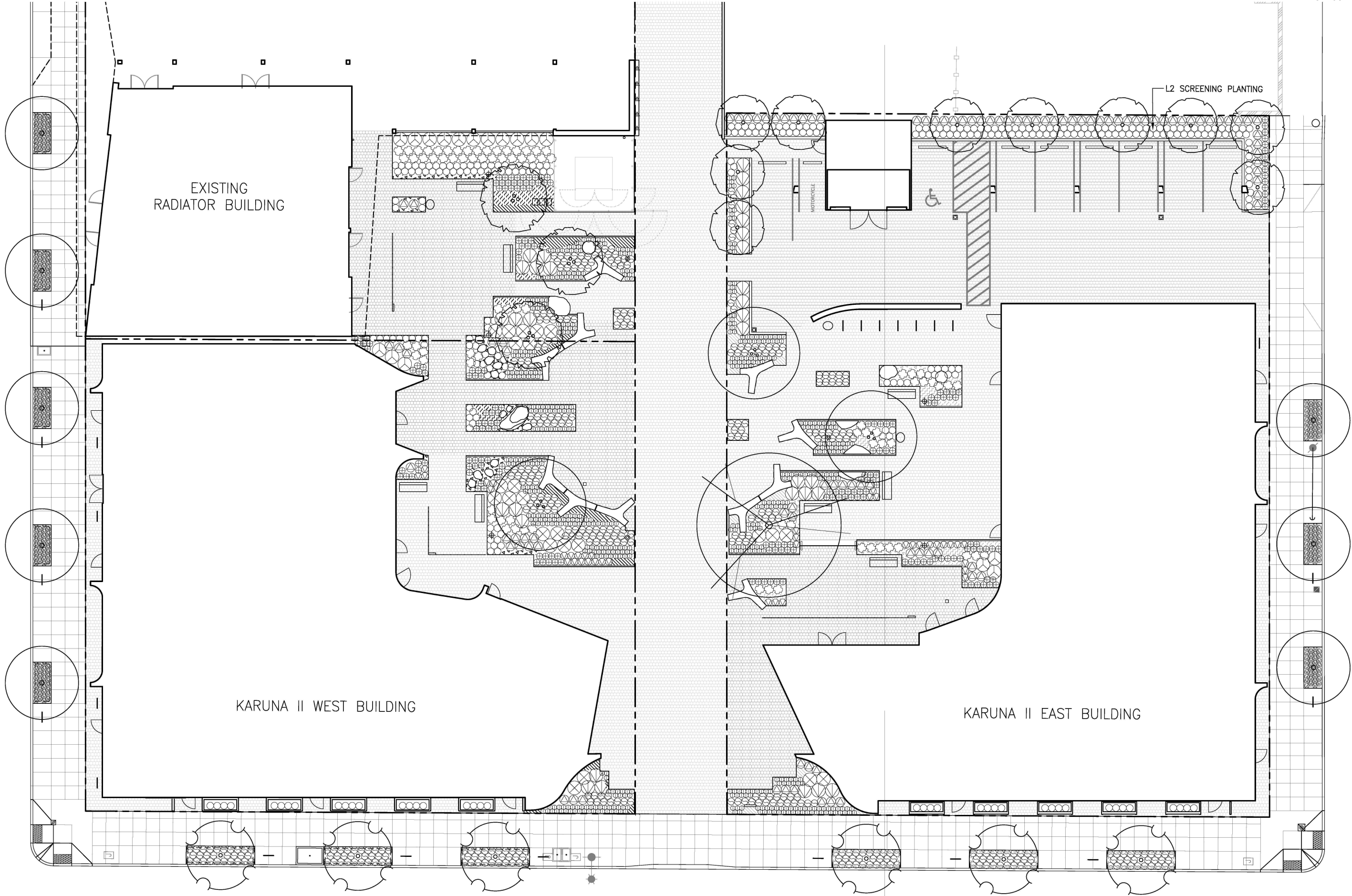
GSB:7694812.2 [36433.00800]



Exhibit I  
Landscape Features







PLANTING PLAN  
SCALE: 1" = 20' - 0"

