

After recording return to:
Office of County Attorney
Multnomah County
501 SE Hawthorne, Suite # 500
Portland, OR 97214

2013



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RIGHT-OF-WAY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that the **City of Portland**, a municipal corporation of the State of Oregon, acting through its **Bureau of Parks and Recreation ("PPR")** located at 1120 SW 5th Ave., Suite 1302, Portland, OR, 97204-1933 ("**Grantor**"), in consideration of the sum of Two Hundred Thirty Nine Thousand Five Hundred Seventy Five and no/100 Dollars (\$239,575.00), and other good and valuable consideration to it paid by **Multnomah County**, a political subdivision of the State of Oregon, located at 501 SE Hawthorne, Suite # 500, Portland, OR 97214 ("**Grantee**"), does hereby grant unto Grantee, subject to the terms recited herein, exclusive, perpetual easement rights (this "**Easement**") on and over portions of the SE ¼ of Section 22 and the NE ¼ of Section 27, T1N R1E, W.M., in the City of Portland, County of Multnomah, State of Oregon. The Easement area is more particularly described as Parcels 1A & 1B, 2, 3, 4, 5, and 6 in Exhibit A hereto and depicted as Parcels 1A & 1B, 2, 3, 4, 5, and 6 in Exhibit B hereto (the "**Right of Way**").

TERMS, CONDITIONS and COVENANTS

1. Grantor Authority. This Easement is granted to Grantee and its successors and assigns with jurisdictional authority over the Right of Way, in accordance with authority provided by City Council Ordinance No. 184930.

2. Scope of Easement. This Easement is granted for road purposes including but not limited to Grantee's statutory obligations under ORS 382.305 through ORS 382.425 or as those provisions may be amended, which shall include the right, without notice, at any time to enter and occupy the entire or any part of the Right of Way for the purposes of inspecting, constructing, maintaining, repairing, renewing, replacing or reconstructing the Sellwood Bridge, its abutments, piers, retaining walls, approaches, ramps, roadway, storm drainage structures, adjacent streets, pedestrian ramps, sidewalks, street lighting, directional signage, any other associated structures, or any replacement facilities thereto as Grantee, in its sole discretion, shall deem necessary and appropriate (the "**Facilities**"). Upon entry, Grantee shall, without liability to Grantor, have the right to remove lawn, plantings or other improvements in the Right of Way as may be necessary to accomplish the required work. Grantee shall have no obligation to restore or repair any lawn, plantings or other improvements removed or damaged in the performance of Grantee's work. Grantee is required to obtain from the City Forester, and to comply with the conditions of, any permits required for cutting, pruning or removal of trees in the Right of Way.

3. Grantor's Use Of Right of Way. This Easement grants and conveys an exclusive easement in the Right of Way to Grantee, except for Grantor's reserved interest and rights as described in this Section 3. Grantor has the right to plant lawn and shrubs, but no trees, and shall not install any permanent fixtures in the Right of Way. Grantor's reserved rights are subject to the paramount right of Grantee to fulfill its statutory obligations under ORS 382.305 through ORS 382.425, pursuant to the terms of this Easement. Grantor

reserves the right to make any and all use of the Right of Way that does not materially, unreasonably, adversely affect Grantee's Use under this Easement.

4. **Existing Rights and Interests.** This Easement is subject to all prior existing rights or interests within the Right of Way as of the date of this Easement. Grantor warrants good title and right to convey this Easement and the associated access rights between the public right-of-way, adjoining Grantor's Park Property and the Right of Way, as provided in Section 8 hereof, but, otherwise makes no representations or warranties, express or implied, as to suitability, or quiet enjoyment of the Right of Way, or any portion thereof.

5. **Covenants Run with the Land.** This Easement shall run with Grantor's land in perpetuity unless terminated as provided for herein. In the event of an abandonment or termination of this Easement by Grantee, Grantee shall promptly execute and deliver to Grantor documents sufficient to record and remove this Easement as an encumbrance against the Right of Way, and shall remove all Facilities.

6. **Non Parks Use Permit.** All initial construction work will be completed in strict accordance with Grantor's Bureau of Parks and Recreation permit number 2012-01 (the "Permit") and all other applicable provisions of law and regulation.

7. **Compliance With Laws.** The Facilities shall be operated and maintained in accordance with all applicable federal, state, municipal and county laws, orders, rules, and regulations existing on the date of this Easement or enacted thereafter, and Grantee shall assume all costs, expense, and responsibility in connection therewith. Grantee shall perform maintenance in a manner and at such frequency as necessary to keep the Right of Way in good order and safe condition, and to protect against damage to the Right of Way and adjoining properties of Grantor.

8. **Access to and from Right of Way.** In addition to the Right of Way granted and conveyed by this Easement, Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive, ingress and egress easement over and across those portions of the Regional Multi-Use Trail and Access Road on Grantor's property (the "MPA"), depicted in Exhibit C hereto and made a part hereof, for pedestrian and vehicular access between the Right of Way and Macadam Avenue, solely for the purpose of inspecting, maintaining, repairing, renewing or replacing the Facilities constructed or maintained in accordance with this Easement.

9. **Repair of Grantor's Property.** Grantee shall, without liability to Grantor, have the right to remove any landscaping, fixtures, equipment or personal property remaining on the Right of Way as may be necessary to accomplish the required work. Grantee shall have no obligation to restore or repair any improvements removed or damaged in the Right of Way in the performance of Grantee's work. Grantee shall have no obligation to restore the Right of Way or Grantor's improvements in the Right of Way and Grantee shall have no liability to Grantor for any disruption of Grantor's park or trail activities, for loss of Grantor's real or personal property, for any other loss incurred by Grantor as a result of such entry or as a result of Grantor being required to vacate the Right of Way pursuant to the terms of this Section 9. Grantee shall be responsible for repairing, replacing and replanting any of Grantor's improvements or landscaping outside the Right of Way which Grantee damages or destroys in the performance of its work under this Easement, to the reasonable satisfaction of Grantor. Grantee is required to obtain from the City Forester, and to comply with the conditions of, any permits required for cutting, pruning or removal of trees in the Right of Way.

10. Indemnification. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 as applicable to a "local public body" as defined therein (the "OTCA"); and as a material part of the consideration to Grantor, Grantee shall indemnify and hold harmless Grantor and PPR, their officers, directors, agents and employees from any and all liability, damages, expenses, attorneys fees, causes of action, suits, claims or judgments, arising out of or connected with (i) Grantee's entry, use or occupancy of the Right of Way, (ii) any failure of Grantee to comply with the terms of this Easement or any violation of law or ordinance, and (iii) the acts or omissions of Grantee, its officers, directors, agents and employees or invitees; subject to the conditions and limitations of the Oregon Constitution and the OTCA, Grantee shall assume all risk of damage to property or injury to persons arising from (i), (ii) or (iii); and Grantee shall waive all claims in respect thereof against Grantor; provided, however, Grantee shall not be liable for claims to the extent they are caused by the negligence of Grantor, its officers, directors, agents and employees. Subject to the conditions and limitations of the Oregon Constitution and the OTCA; Grantee shall, at its own cost and expense, defend any and all suits which may be brought against Grantee or Grantor, their officers, directors, agents and employees, either alone or in conjunction with others upon any such above mentioned cause or claim, and shall satisfy, pay, and discharge any and all judgments; including attorney fees and costs, that may be recovered against Grantor or Grantee, their officers, directors, agents and employees in any such action or actions, including any appeals, in which they may be party defendants.

Grantor, its officers, directors, agents and employees shall not be liable for any damage to equipment or any other property of Grantee or to any person in or upon the Right of Way, including but not limited to, damage by fire, explosion, electricity, flooding, vandalism, water or rain, or any other cause whatsoever except to the extent they are caused by the negligence of Grantor, its officers, directors, agents and employees.

Grantor or its officers, directors, agents and employees shall not be liable for any latent defect in the Right of Way. In addition to the indemnity provided above, subject to the conditions and limitations of the Oregon Constitution and the OTCA; Grantee agrees to indemnify, defend and hold harmless Grantor, its officers, directors, agents and employees from and against all damages, costs, liabilities, and expenses caused by, arising out of, or in connection with, the handling, storage, discharge, transportation or disposal of hazardous or toxic wastes or substances, pollutants, oils, materials or contaminants, as those terms are defined by federal, state or local law or regulation, as amended from time to time. Damages, costs, liabilities and expenses shall include any amounts claimed to be owed by any regulating and administering agency.

11. Acceptance of Premises. Grantee has examined the Right of Way and accepts it in an "as is" condition. Grantor or its officers, agents or employees have made no representations or warranties, express or implied, as to the condition of the Right of Way. Grantor shall have no liability to Grantee for any damage or injury caused by the condition of the Right of Way. Furthermore, Grantee accepts the Right of Way subject to any and all valid rights or interests, including, but not limited to: rights of access by the public; existing permits; licenses; leases; easements; franchise agreements; railroad facilities; pipelines, telephone, telegraph, communication, power and signal lines; or any similar facilities, together with any future installations thereof.

12. Grantee shall fully pay for all materials joined or affixed to and labor performed by Grantee upon the Right of Way, and shall pay all taxes, if any, including but not limited to possessory interest taxes, assessments, use and occupancy taxes, charges for public utilities, excesses and levies, levied on the Right of Way that arise out of easement rights granted herein.

13. Grantee shall keep the Right of Way free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of Grantee.

14. Grantor shall not be deemed to have waived any breach of this Easement except by an express waiver in writing. Any express waiver by Grantor of the breach of any condition, covenant, or agreement herein contained to be kept, observed and performed by Grantee shall in no way impair the right of Grantor to avail itself of any subsequent breach thereof not expressly identified, even though the other breach may be of the same nature as that waived.

15. Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, however, this consideration does not include damages resulting from any use or activity by Grantee, its officers, agents and employees beyond or outside of those uses expressed herein, or damages arising from any negligence, and does not include damages, if any, to Grantor's adjoining property, which may result from the use of the Right of Way or the property rights granted by this Easement.

16. All notices under this Easement shall be in writing and shall be deemed validly given if sent by first class or certified mail, nationally recognized courier or facsimile transmission, and shall be effective upon receipt. Notices should be addressed as follows:

GRANTOR

Portland Parks and Recreation
1120 SW 5th Ave, Suite 1302
Portland, OR 97204-1933
Attention: Property Manager

GRANTEE

Multnomah County
501 SE Hawthorne, Suite 500
Portland, OR 97214
Attention: County Attorney

17. **Counterparts.** The parties listed above may execute this Easement in two or more counterparts, which when taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Easement on the dates shown below.

MULTNOMAH COUNTY, OREGON

By: _____

Jeff Cogen, Chair

Date: _____

5/7

Reviewed and Approved:

JENNY M. MORF, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

By: _____

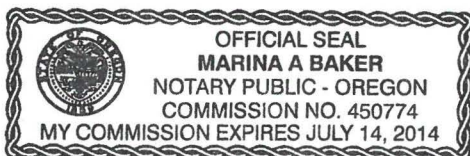
Assistant County Attorney

STATE OF OREGON)

) ss

County of Multnomah)

This instrument was acknowledged before me on May 7th, 2013, by Jeff Cogen, Chair, Board of Commissioners, of Multnomah County, Oregon.



M Baker
Notary Public for Oregon

My Commission Expires: 7/14/14

CITY OF PORTLAND, PARKS AND RECREATION BUREAU

By: Mike Abbaté Date: 5.3.13
Mike Abbaté, Director, City of Portland Bureau of Parks and Recreation

Approved as to Form:

City Attorney

STATE OF OREGON)
) ss
County of Multnomah)

This instrument was acknowledged before me on May 3, 2013, by Mike Abbaté,
Director, City of Portland Bureau of Parks and Recreation.

Nancy J. Stites
Notary Public for Oregon
My Commission expires: 9-27-14



APPROVED AS TO FORM
[Signature]
CITY ATTORNEY

EXHIBIT A

Legal Descriptions of Right of Way

Parcels 1A & 1B, 2, 3, 4, 5, and 6, as described below.

EXHIBIT A

SELLWOOD BRIDGE
June 8, 2012
OWNER: City of Portland

Item No. 2010-48-4

PARCEL 1A & 1B

A parcel of land, as shown on the attached Exhibit B, located in the Southeast One-Quarter of Section 22, Township 1 South, Range 1 East, of the Willamette Meridian, Multnomah County, Oregon, and being a portion of that property described in that Deed to the City of Portland, recorded July 10, 1953 in Book 1610, Page 461, Multnomah County Deed Records, said parcel being that portion of said property included in a strip of land variable in width lying on the easterly side of and coincident with the Legal Centerline of SW Macadam Avenue (State Highway 43), formerly known as County Road No. 680, between Legal Centerline Stations 12+82 and 15+15, said Legal Centerline being more particularly described as follows:

Beginning at a ½" iron pipe with a brass screw in a monument box at Legal Centerline Station 3+40.47 from which a 4 ½" brass disk in concrete being a witness corner to the Northeast corner of the Hector B. Campbell D.L.C. No. 44, also being a witness corner to the Southeast corner of the Thomas L. Stevens D.L.C. No. 41, bears S19°45'33"E, 2,036.83 feet;

Thence along the Legal Centerline of SW Macadam Avenue (State Highway 43), formerly known as County Road No. 680, the following courses and distances:

S03°51'14"E, 568.04 feet to a 3" brass disk in concrete inscribed "LS 510" in a monument box at Legal Centerline Station 9+08.51 and the beginning of a 573.00 foot radius curve to the left having a central angle of 40°42'07";

Thence along the arc of said curve to the left (the long chord of which bears S24°12'18"E, 398.54') 407.05 feet to a ½" iron pipe in a monument box at Legal Centerline Station 13+15.56;

Thence S44°33'22"E, 1.06 feet to Legal Centerline Station 13+16.62 and the beginning of a 857.86 foot radius curve to the right having a central angle of 26°22'01";

Thence along the arc of said curve to the right (the long chord of which bears S31°22'22"E, 391.30') 394.78 feet to Legal Centerline Station 17+11.40 from which a ¾" iron pipe in concrete in a monument box bears S18°11'21"E, 0.20 feet;

Thence S18°11'21"E, 583.96 feet to Legal Centerline Station 22+95.36 and the beginning of a 1,433.00 foot radius curve to the right having a central angle of 14°17'00";

Thence along the arc of said curve to the right (the long chord of which bears S11°02'51"E, 356.31') 357.23 feet to Legal Centerline Station 26+52.60;

Thence S03°54'21"E, 649.18 feet to Legal Centerline Station 33+01.78 and the beginning of a 1,433.00 foot radius curve to the left having a central angle of 27°29'00", from which a 1" iron pipe in a monument box bears N69°45'45"E, 1.23 feet;

Thence along the arc of said curve to the left (the long chord of which bears S17°38'51"E, 680.80') 687.37 feet to a 5/8" iron rod in a monument box at Legal Centerline Station 39+89.15;

Thence S31°23'21"E, 3,375.40 feet to 1/2" iron pipe in a monument box at Legal Centerline Station 73+64.55.

Said centerline being as resolved by the Multnomah County Surveyor's Office in conjunction with the Sellwood Bridge Replacement Project.

The width of the strip of land referred to above is as follows:

<u>Station to Station</u>	<u>Width on Easterly Side of Centerline</u>
Station 12+82 to 13+15.56	45.00 feet in a straight line to 60.00 feet
Station 13+15.56 to 13+59.50	60.00 feet in a straight line to 55.00 feet
Station 13+59.50 to 15+15	55.00 feet in a straight line to 48.00 feet

EXCEPTING therefrom any portion of said strip lying within the existing SW Macadam Avenue (State Highway 43), formerly known as County Road No. 680, right of way and any portion of said strip included in that property described in that Bargain and Sale Deed to the State of Oregon, recorded March 9, 1967 in Book 551, Page 433, Multnomah County Deed Records.

The parcel of land to which this description applies contains 1,751 square feet more or less.

In the event of a conflict or discrepancy between the map as shown on Exhibit B and the written legal description provided above, the written legal description shall prevail.

PARCEL 2

A parcel of land, as shown on the attached Exhibit B, located in the Southeast One-Quarter of Section 22, Township 1 South, Range 1 East, of the Willamette Meridian, Multnomah County, Oregon, and being a portion of that property described in that Deed to the City of Portland, recorded October 2, 1930 in Book 100, Page 115, Multnomah County Deed Records, said parcel being that portion of said property included in a strip of land variable in width lying on the easterly side of and coincident with the Legal Centerline of SW Macadam Avenue (State Highway 43), formerly known as County Road No. 680, between Legal Centerline Stations 26+13 and 26+65, said Legal Centerline being more particularly described in Parcel 1A&1B.

The width of the strip of land referred to above is as follows:

<u>Station to Station</u>	<u>Width on Easterly Side of Centerline</u>
Station 26+13 to 26+17	0.00 feet in a straight line to 156.75 feet
Station 26+17 to 26+65	156.75 feet in a straight line to 153.75 feet

EXCEPTING therefrom any portion of said strip lying within the existing SW Macadam Avenue (State Highway 43), formerly known as County Road No. 680, right of way; any portion of said strip lying within the existing Sellwood Ferry Road, formerly known as County Road No. 1126, right of way; and any portion of said strip included in that property described in that Quitclaim Deed to Tri-County

Metropolitan Transportation District of Oregon, recorded March 23, 2005 as Document Number 2005-049993, Multnomah County Deed Records.

The parcel of land to which this description applies contains 275 square feet more or less.

In the event of a conflict or discrepancy between the map as shown on Exhibit B and the written legal description provided above, the written legal description shall prevail.

PARCEL 3

A parcel of land, as shown on the attached Exhibit B, located in the Southeast One-Quarter of Section 22, Township 1 South, Range 1 East, of the Willamette Meridian, Multnomah County, Oregon, and being a portion of that property described in that Deed to the City of Portland, recorded October 2, 1930 in Book 100, Page 115, Multnomah County Deed Records, said parcel being that portion of said property included in a strip of land variable in width lying on the easterly side of and coincident with the Legal Centerline of SW Macadam Avenue (State Highway 43), formerly known as County Road No. 680, between Legal Centerline Stations 26+13 and 30+71.50, said Legal Centerline being more particularly described in Parcel 1A&1B.

The width of the strip of land referred to above is as follows:

<u>Station to Station</u>	<u>Width on Easterly Side of Centerline</u>
Station 26+13 to 26+17	0.00 feet in a straight line to 156.75 feet
Station 26+17 to 26+65	156.75 feet in a straight line to 153.75 feet
Station 26+65 to 27+63	153.75 feet
Station 27+63 to 27+77.25	153.75 feet in a straight line to Ordinary Low Water Line
Station 27+77.25 to 28+84	Ordinary Low Water Line
Station 28+84 to 28+75	Ordinary Low Water Line in a straight line to 173.25 feet
Station 28+75 to 29+32	173.25 feet in a straight line to 172.75 feet
Station 29+32 to 30+71.50	152.75 feet in a straight line to 147.25 feet

EXCEPTING therefrom Parcel 2 described herein; any portion of said strip lying within the existing SW Macadam Avenue (State Highway 43), formerly known as County Road No. 680 right of way; any portion of said strip lying within the existing Sellwood Ferry Road, formerly known as County Road No. 1126 right of way; any portion of said strip included in that property described in that Deed to Multnomah County, recorded April 16, 1925 in Book 1008, Page 163, Multnomah County Deed Records; any portion of said strip lying south of the 50 foot strip described in said Book 1008, Page 163; and any portion of said strip included in that property described in that Quitclaim Deed to Tri-County Metropolitan Transportation District of Oregon, recorded March 23, 2005 as Document Number 2005-049993, Multnomah County Deed Records.

The parcel of land to which this description applies contains 3,131 square feet more or less.

In the event of a conflict or discrepancy between the map as shown on Exhibit B and the written legal description provided above, the written legal description shall prevail.

PARCEL 4

A parcel of land, as shown on the attached Exhibit B, located in the Southeast One-Quarter of Section 22, Township 1 South, Range 1 East, of the Willamette Meridian, Multnomah County, Oregon, and being a portion of that property described in that Deed to the City of Portland, recorded October 2, 1930 in Book 100, Page 115, Multnomah County Deed Records, said parcel being that portion of said property included in a strip of land variable in width lying on the easterly side of and coincident with the Legal Centerline of SW Macadam Avenue (State Highway 43), formerly known as County Road No. 680, between Legal Centerline Stations 26+13 and 30+71.50, said Legal Centerline being more particularly described in Parcel 1A&1B.

The width of the strip of land referred to above is as follows:

<u>Station to Station</u>	<u>Width on Easterly Side of Centerline</u>
Station 26+13 to 26+17	0.00 feet in a straight line to 156.75 feet
Station 26+17 to 26+65	156.75 feet in a straight line to 153.75 feet
Station 26+65 to 27+63	153.75 feet
Station 27+63 to 27+77.25	153.75 feet in a straight line to Ordinary Low Water Line
Station 27+77.25 to 28+84	Ordinary Low Water Line
Station 28+84 to 28+75	Ordinary Low Water Line in a straight line to 173.25 feet
Station 28+75 to 29+32	173.25 feet in a straight line to 172.75 feet
Station 29+32 to 30+71.50	152.75 feet in a straight line to 147.25 feet

EXCEPTING therefrom Parcel 2 described herein; any portion of said strip lying within the existing SW Macadam Avenue (State Highway 43), formerly known as County Road No. 680 right of way; any portion of said strip lying within the existing Sellwood Ferry Road, formerly known as County Road No. 1126 right of way; any portion of said strip included in that property described in that Deed to Multnomah County, recorded April 16, 1925 in Book 1008, Page 163, Multnomah County Deed Records; any portion of said strip lying north of the 50 foot strip described said Book 1008, Page 163; and any portion of said strip included in that property described in that Quitclaim Deed to Tri-County Metropolitan Transportation District of Oregon, recorded March 23, 2005 as Document Number 2005-049993, Multnomah County Deed Records.

The parcel of land to which this description applies contains 10,785 square feet more or less.

In the event of a conflict or discrepancy between the map as shown on Exhibit B and the written legal description provided above, the written legal description shall prevail.

PARCEL 5

A parcel of land, as shown on the attached Exhibit B, located in the Southeast One-Quarter of Section 22 and the Northeast One-Quarter of Section 27, Township 1 South, Range 1 East, of the Willamette Meridian, Multnomah County, Oregon, and being a portion of that property described in that Statutory Warranty Deed to the City of Portland, recorded July 22, 2011 as Document No. 2011-081745, Multnomah County Deed Records, said parcel being that portion of said property included in a strip of land variable in width lying on the westerly side of and coincident with the Legal Centerline of SW Macadam Avenue (State Highway 43), formerly known as County Road No. 680, between Legal Centerline Stations 33+01.78 and 41+26.85, said Legal Centerline being more particularly described in Parcel 1A&1B.

The width of the strip of land referred to above is as follows:

<u>Station to Station</u>	<u>Width on Westerly Side of Centerline</u>
Station 33+01.78 to 37+17.19	85.00 feet
Station 37+17.19 to 39+89.15	65.00 feet
Station 39+89.15 to 41+26.85	55.00 feet

EXCEPTING therefrom any portion of said strip lying within the existing SW Macadam Avenue (State Highway 43), formerly known as County Road No. 680, right of way.

The parcel of land to which this description applies contains 23,121 square feet more or less.

In the event of a conflict or discrepancy between the map as shown on Exhibit B and the written legal description provided above, the written legal description shall prevail.

PARCEL 6

A parcel of land, as shown on the attached Exhibit B, located in the Northeast One-Quarter of Section 27, Township 1 South, Range 1 East, of the Willamette Meridian, Multnomah County, Oregon, and being a portion of that property described in that Deed to the City of Portland, recorded October 2, 1930 in Book 100, Page 115, Multnomah County Deed Records, said parcel being that portion of said property included in a strip of land variable in width lying on the easterly side of and coincident with the Legal Centerline of SW Macadam Avenue (State Highway 43), formerly known as County Road No. 680, between Legal Centerline Stations 47+58.50 and 48+35.50, said Legal Centerline being more particularly described in Parcel 1A&1B.

The width of the strip of land referred to above is as follows:

<u>Station to Station</u>	<u>Width on Easterly Side of Centerline</u>
Station 47+58.50 to 48+35.50	West line of the property described in that Quitclaim Deed to Tri-County Metropolitan Transportation District of Oregon, recorded March 23, 2005 as Document Number 2005-049993, Multnomah County Deed Records.

EXCEPTING therefrom any portion of said strip lying within the existing SW Macadam Avenue (State Highway 43), formerly known as County Road No. 680, right of way.

The parcel of land to which this description applies contains 890 square feet more or less.

In the event of a conflict or discrepancy between the map as shown on Exhibit B and the written legal description provided above, the written legal description shall prevail.

PARCEL 7

A parcel of land, as shown on the attached Exhibit B, located in the Southeast One-Quarter of Section 22, Township 1 South, Range 1 East, of the Willamette Meridian, Multnomah County, Oregon, and being a portion of that property described in that Deed to the City of Portland, recorded October 2, 1930 in Book 100, Page 115, Multnomah County Deed Records, said parcel being that portion of said property included in a strip of land variable in width lying on the easterly side of and coincident with the Legal Centerline of SW Macadam Avenue (State Highway 43), formerly known as County Road No. 680, between Legal Centerline Stations 25+70.80 and 29+98, said Legal Centerline being more particularly described in Parcel 1A&1B.

The width of the strip of land referred to above is as follows:

<u>Station to Station</u>	<u>Width on Easterly Side of Centerline</u>
Station 25+70.80 to 25+90.75	0.00 feet in a straight line to 178.00 feet
Station 25+90.75 to 26+13.50	178.00 feet in a straight line to 181.75 feet
Station 26+13.50 to 26+17.25	181.75 feet in a straight line to 215.50 feet
Station 26+17.25 to 26+49.75	215.50 feet in a straight line to 220.75 feet
Station 26+49.75 to 26+98	220.75 feet in a straight line to 238.00 feet
Station 26+98 to 28+30.25	238.00 feet in a straight line to 233.25 feet
Station 28+30.25 to 29+98	233.25 feet in a straight line to 165.75 feet

EXCEPTING therefrom Parcels 10 and 11 described herein; any portion of said strip lying within the existing SW Macadam Avenue (State Highway 43), formerly known as County Road No. 680, right of way; any portion of said strip lying within the existing Sellwood Ferry Road, formerly known as County Road No. 1126, right of way; any portion of said strip lying south of said Sellwood Ferry Road, formerly known as County Road No. 1126, right of way; any portion of said strip included in that property described in that Quitclaim Deed to Tri-County Metropolitan Transportation District of Oregon, recorded March 23, 2005 as Document Number 2005-049993, Multnomah County Deed Records; and any portion of said strip included in that property described in that Deed to Multnomah County, recorded April 16, 1925 in Book 1008, Page 163, Multnomah County Deed Records lying westerly of said Quitclaim Deed to Tri-County Metropolitan Transportation District of Oregon..

The parcel of land to which this description applies contains 681 square feet more or less.

In the event of a conflict or discrepancy between the map as shown on Exhibit B and the written legal description provided above, the written legal description shall prevail.

PARCEL 8

A parcel of land, as shown on the attached Exhibit B, located in the Southeast One-Quarter of Section 22, Township 1 South, Range 1 East, of the Willamette Meridian, Multnomah County, Oregon, and being a portion of that property described in that Deed to the City of Portland, recorded October 2, 1930 in Book 100, Page 115, Multnomah County Deed Records, said parcel being that portion of said property included in a strip of land variable in width lying on the easterly side of and coincident with the Legal Centerline of SW Macadam Avenue (State Highway 43), formerly known as County Road No. 680, between Legal Centerline Stations 25+70.80 and 29+98, said Legal Centerline being more particularly described in Parcel 1A&1B.

The width of the strip of land referred to above is as follows:

<u>Station to Station</u>	<u>Width on Easterly Side of Centerline</u>
Station 25+70.80 to 25+90.75	0.00 feet in a straight line to 178.00 feet
Station 25+90.75 to 26+13.50	178.00 feet in a straight line to 181.75 feet
Station 26+13.50 to 26+17.25	181.75 feet in a straight line to 215.50 feet
Station 26+17.25 to 26+49.75	215.50 feet in a straight line to 220.75 feet
Station 26+49.75 to 26+98	220.75 feet in a straight line to 238.00 feet
Station 26+98 to 28+30.25	238.00 feet in a straight line to 233.25 feet
Station 28+30.25 to 29+98	233.25 feet in a straight line to 165.75 feet

EXCEPTING therefrom Parcels 10 and 11 described herein; any portion of said strip lying within the existing SW Macadam Avenue (State Highway 43), formerly known as County Road No. 680, right of way; any portion of said strip lying within the existing Sellwood Ferry Road, formerly known as County Road No. 1126, right of way; any portion of said strip lying north of said Sellwood Ferry Road, formerly known as County Road No. 1126, right of way; any portion of said strip included in that property described in that Quitclaim Deed to Tri-County Metropolitan Transportation District of Oregon, recorded March 23, 2005 as Document Number 2005-049993, Multnomah County Deed Records; any portion of said strip included in that property described in that Deed to Multnomah County, recorded April 16, 1925 in Book 1008, Page 163, Multnomah County Deed Records lying westerly of said Quitclaim Deed to Tri-County Metropolitan Transportation District of Oregon; and any portion of said strip lying south of the north line of the 50 foot strip described said Deed to Multnomah County, recorded April 16, 1925 in Book 1008, Page 163, Multnomah County Deed Records.

The parcel of land to which this description applies contains 4,792 square feet more or less.

In the event of a conflict or discrepancy between the map as shown on Exhibit B and the written legal description provided above, the written legal description shall prevail.

PARCEL 9

A parcel of land, as shown on the attached Exhibit B, located in the Southeast One-Quarter of Section 22, Township 1 South, Range 1 East, of the Willamette Meridian, Multnomah County, Oregon, and being a portion of that property described in that Deed to the City of Portland, recorded October 2, 1930 in Book 100, Page 115, Multnomah County Deed Records, said parcel being that portion of said property included in a strip of land variable in width lying on the easterly side of and coincident with the Legal Centerline of SW Macadam Avenue (State Highway 43), formerly known as County Road No. 680, between Legal Centerline Stations 25+70.80 and 29+98, said Legal Centerline being more particularly described in Parcel 1A&1B.

The width of the strip of land referred to above is as follows:

<u>Station to Station</u>	<u>Width on Easterly Side of Centerline</u>
Station 25+70.80 to 25+90.75	0.00 feet in a straight line to 178.00 feet
Station 25+90.75 to 26+13.50	178.00 feet in a straight line to 181.75 feet
Station 26+13.50 to 26+17.25	181.75 feet in a straight line to 215.50 feet
Station 26+17.25 to 26+49.75	215.50 feet in a straight line to 220.75 feet
Station 26+49.75 to 26+98	220.75 feet in a straight line to 238.00 feet

Station to StationWidth on Easterly Side of Centerline

Station 26+98 to 28+30.25
Station 28+30.25 to 29+98

238.00 feet in a straight line to 233.25 feet
233.25 feet in a straight line to 165.75 feet

EXCEPTING therefrom Parcels 10 and 11 described herein; any portion of said strip lying within the existing SW Macadam Avenue (State Highway 43), formerly known as County Road No. 680, right of way; any portion of said strip included in that property described in that Quitclaim Deed to Tri-County Metropolitan Transportation District of Oregon, recorded March 23, 2005 as Document Number 2005-049993, Multnomah County Deed Records; any portion of said strip included in that property described in that Deed to Multnomah County, recorded April 16, 1925 in Book 1008, Page 163, Multnomah County Deed Records lying westerly of said Quitclaim Deed to Tri-County Metropolitan Transportation District of Oregon; and any portion of said strip lying north of the north line of the 50 foot strip described said Deed to Multnomah County, recorded April 16, 1925 in Book 1008, Page 163, Multnomah County Deed Records.

The parcel of land to which this description applies contains 6,386 square feet more or less.

In the event of a conflict or discrepancy between the map as shown on Exhibit B and the written legal description provided above, the written legal description shall prevail.

PARCEL 10

A parcel of land, as shown on the attached Exhibit B, located in the Southeast One-Quarter of Section 22, Township 1 South, Range 1 East, of the Willamette Meridian, Multnomah County, Oregon, and being a portion of that property described in that Deed to the City of Portland, recorded October 2, 1930 in Book 100, Page 115, Multnomah County Deed Records, said parcel being that portion of said property included in a strip of land variable in width lying on the easterly side of and coincident with the Legal Centerline of SW Macadam Avenue (State Highway 43), formerly known as County Road No. 680, between Legal Centerline Stations 25+70.80 and 29+98, said Legal Centerline being more particularly described in Parcel 1A&1B.

The width of the strip of land referred to above is as follows:

Station to StationWidth on Easterly Side of Centerline

Station 25+70.80 to 25+87.50	0.00 feet in a straight line to 147.50 feet
Station 25+87.50 to 26+49	147.50 feet in a straight line to 158.00 feet
Station 26+49 to 26+51	158.00 feet in a straight line to 189.50 feet
Station 26+51 to 27+02.50	189.50 feet in a straight line to 208.00 feet
Station 27+02.50 to 28+24	208.00 feet in a straight line to 203.50 feet
Station 28+24 to 28+99.50	203.50 feet in a straight line to 173.00 feet
Station 28+99.50 to 29+32	173.00 feet in a straight line to 172.75 feet
Station 29+32 to 29+52	160.00 feet in a straight line to 152.00 feet
Station 29+52 to 29+98	152.00 feet in a straight line to 150.25 feet

EXCEPTING therefrom any portion of said strip lying within the existing SW Macadam Avenue (State Highway 43), formerly known as County Road No. 680 right of way; any portion of said strip lying within the existing Sellwood Ferry Road, formerly known as County Road No. 1126, right of way; any portion of said strip lying south of said Sellwood Ferry Road, formerly known as County Road No. 1126,

right of way; any portion of said strip included in that property described in that Quitclaim Deed to Tri-County Metropolitan Transportation District of Oregon, recorded March 23, 2005 as Document Number 2005-049993, Multnomah County Deed Records; and any portion of said strip included in that property described in that Deed to Multnomah County, recorded April 16, 1925 in Book 1008, Page 163, Multnomah County Deed Records lying westerly of said Quitclaim Deed to Tri-County Metropolitan Transportation District of Oregon.

The parcel of land to which this description applies contains 663 square feet more or less.

In the event of a conflict or discrepancy between the map as shown on Exhibit B and the written legal description provided above, the written legal description shall prevail.

PARCEL 11

A parcel of land, as shown on the attached Exhibit B, located in the Southeast One-Quarter of Section 22, Township 1 South, Range 1 East, of the Willamette Meridian, Multnomah County, Oregon, and being a portion of that property described in that Deed to the City of Portland, recorded October 2, 1930 in Book 100, Page 115, Multnomah County Deed Records, said parcel being that portion of said property included in a strip of land variable in width lying on the easterly side of and coincident with the Legal Centerline of SW Macadam Avenue (State Highway 43), formerly known as County Road No. 680, between Legal Centerline Stations 25+70.80 and 29+98, said Legal Centerline being more particularly described in Parcel 1A&1B.

The width of the strip of land referred to above is as follows:

<u>Station to Station</u>	<u>Width on Easterly Side of Centerline</u>
Station 25+70.80 to 25+87.50	0.00 feet in a straight line to 147.50 feet
Station 25+87.50 to 26+49	147.50 feet in a straight line to 158.00 feet
Station 26+49 to 26+51	158.00 feet in a straight line to 189.50 feet
Station 26+51 to 27+02.50	189.50 feet in a straight line to 208.00 feet
Station 27+02.50 to 28+24	208.00 feet in a straight line to 203.50 feet
Station 28+24 to 28+99.50	203.50 feet in a straight line to 173.00 feet
Station 28+99.50 to 29+32	173.00 feet in a straight line to 172.75 feet
Station 29+32 to 29+52	160.00 feet in a straight line to 152.00 feet
Station 29+52 to 29+98	152.00 feet in a straight line to 150.25 feet

EXCEPTING therefrom Parcel 10 described herein; any portion of said strip lying within the existing SW Macadam Avenue (State Highway 43), formerly known as County Road No. 680 right of way; any portion of said strip lying within the existing Sellwood Ferry Road, formerly known as County Road No. 1126, right of way; any portion of said strip included in that property described in that Quitclaim Deed to Tri-County Metropolitan Transportation District of Oregon, recorded March 23, 2005 as Document Number 2005-049993, Multnomah County Deed Records; and any portion of said strip included in that property described in that Deed to Multnomah County, recorded April 16, 1925 in Book 1008, Page 163, Multnomah County Deed Records lying westerly of said Quitclaim Deed to Tri-County Metropolitan Transportation District of Oregon.

The parcel of land to which this description applies contains 16,732 square feet more or less.

In the event of a conflict or discrepancy between the map as shown on Exhibit B and the written legal description provided above, the written legal description shall prevail.

PARCEL 12

A parcel of land, as shown on the attached Exhibit B, located in the Southeast One-Quarter of Section 22 and the Northeast One-Quarter of Section 27, Township 1 South, Range 1 East, of the Willamette Meridian, Multnomah County, Oregon, and being a portion of that property described in that Statutory Warranty Deed to the City of Portland, recorded July 22, 2011 as Document No. 2011-081745, Multnomah County Deed Records, said parcel being that portion of said property included in a strip of land variable in width lying on the westerly side of and coincident with the Legal Centerline of SW Macadam Avenue (State Highway 43), formerly known as County Road No. 680, between Legal Centerline Stations 33+01.78 and 41+26.85, said Legal Centerline being more particularly described in Parcel 1A&1B.

The width of the strip of land referred to above is as follows:

<u>Station to Station</u>	<u>Width on Westerly Side of Centerline</u>
Station 33+01.78 to 34+56.33	350.00 feet
Station 34+56.33 to 41+26.85	205.00 feet

EXCEPTING therefrom Parcel 5 described herein; and any portion of said strip lying within the existing SW Macadam Avenue (State Highway 43), formerly known as County Road No. 680, right of way.

The parcel of land to which this description applies contains 2.21 acres more or less.

In the event of a conflict or discrepancy between the map as shown on Exhibit B and the written legal description provided above, the written legal description shall prevail.

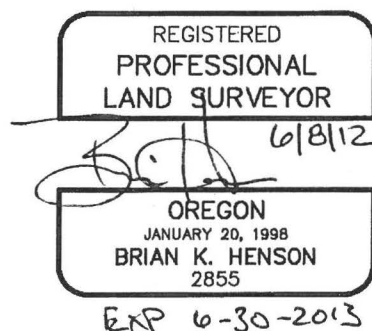


EXHIBIT B

Exhibit Maps of Right of Way

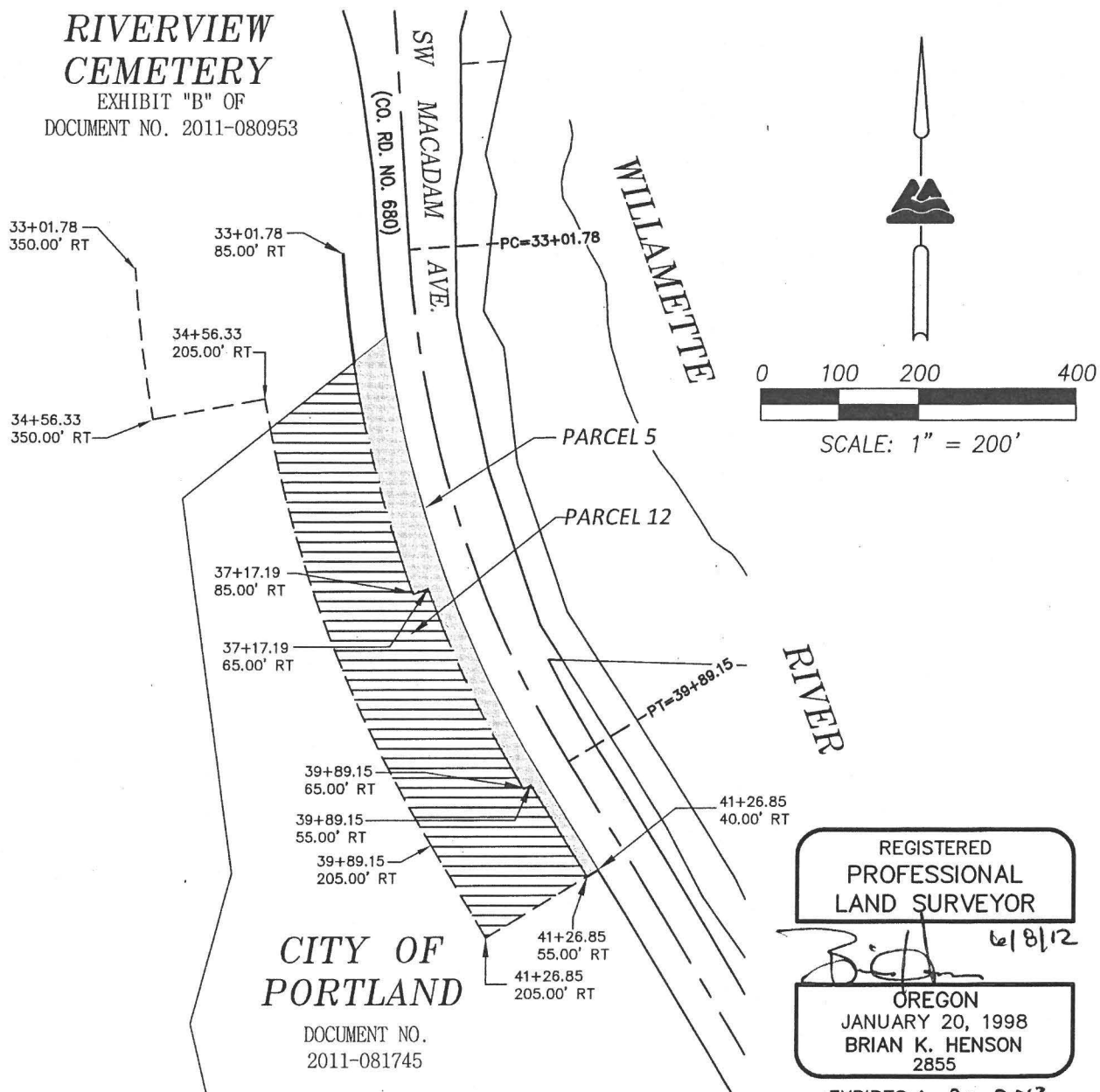
Parcels 1A & 1B, 2, 3, 4, 5, and 6, as depicted on the attached Exhibit Maps

EXHIBIT B

PAGE 1 OF 5

RIVERVIEW CEMETERY

EXHIBIT "B" OF
DOCUMENT NO. 2011-080953



MULTNOMAH COUNTY

DEPARTMENT OF COMMUNITY SERVICES
COUNTY SURVEYOR'S OFFICE
1600 S.E. 190th AVE. PORTLAND, OR 97233

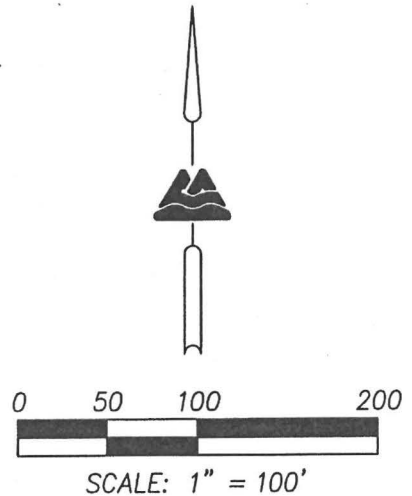
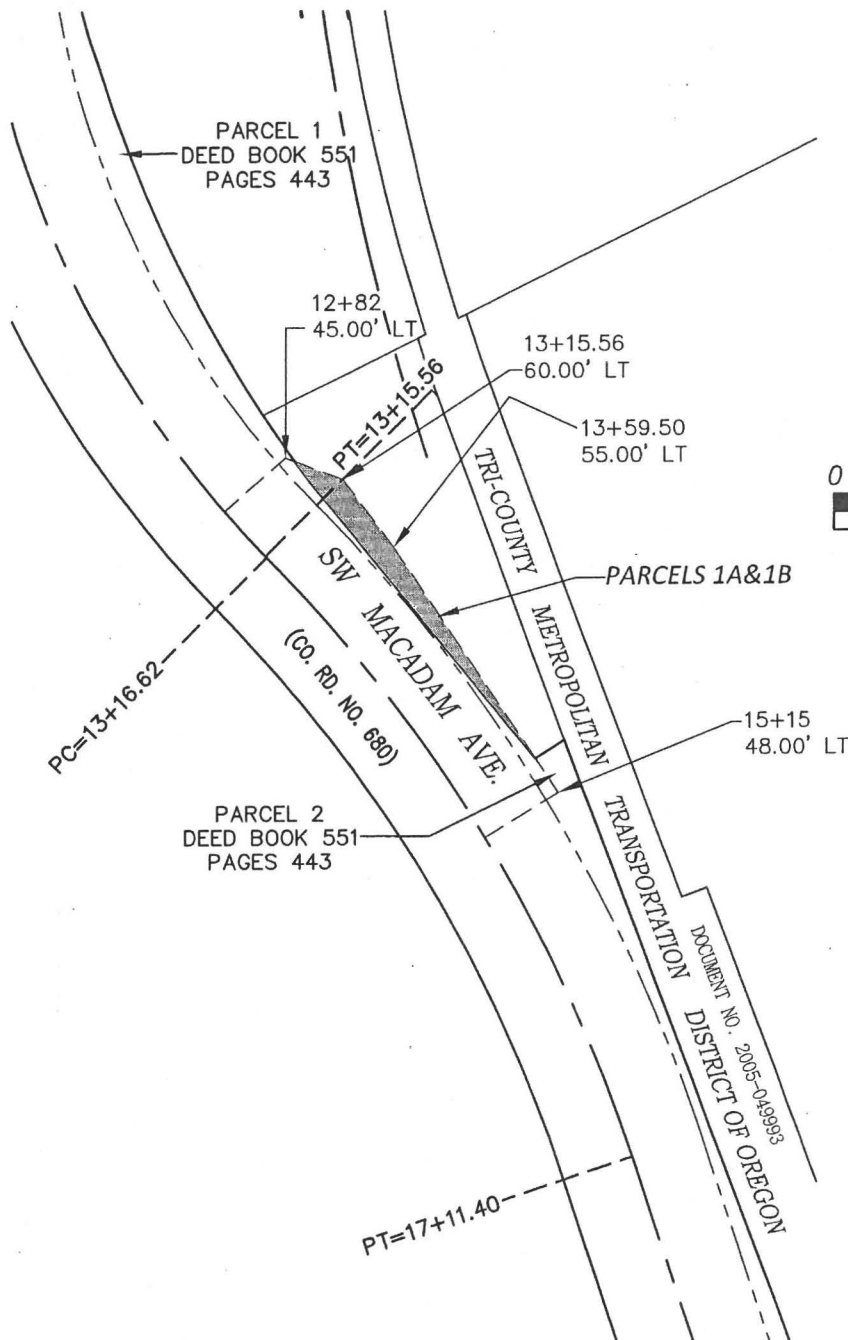
JAMES S. CLAYTON, P.L.S. COUNTY SURVEYOR

SELLWOOD BRIDGE PROJECT

ITEM NO. 2010-48-4

EXHIBIT B

PAGE 2 OF 5



REGISTERED
PROFESSIONAL
LAND SURVEYOR

BCH 6/8/12

OREGON
JANUARY 20, 1998
BRIAN K. HENSON
2855

EXPIRES: 6-30-2013



MULTNOMAH COUNTY

DEPARTMENT OF COMMUNITY SERVICES
COUNTY SURVEYOR'S OFFICE
1600 S.E. 190th AVE. PORTLAND, OR 97233

JAMES S. CLAYTON, P.L.S. COUNTY SURVEYOR

SELLWOOD BRIDGE PROJECT

ITEM NO. 2010-48-4

EXHIBIT B

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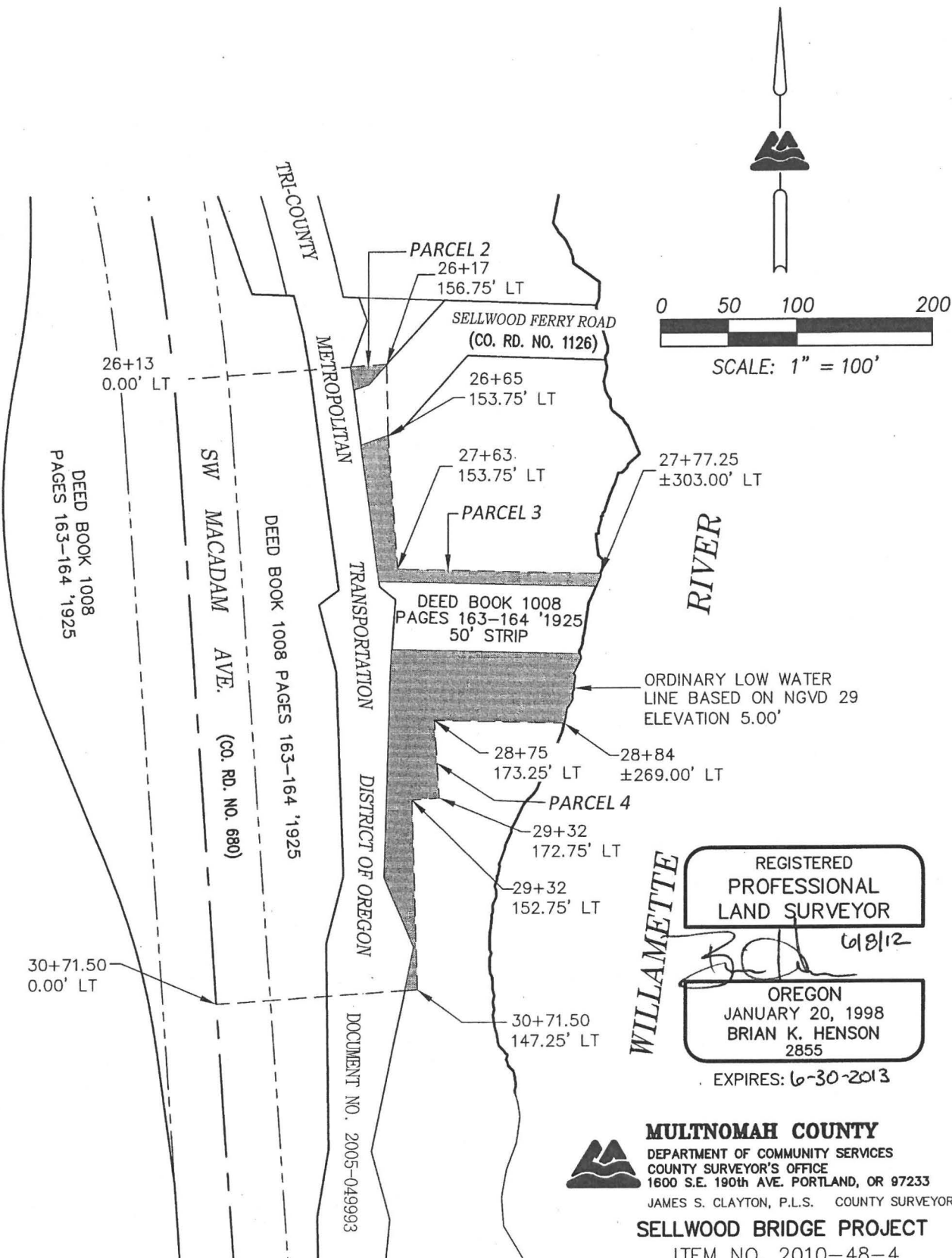
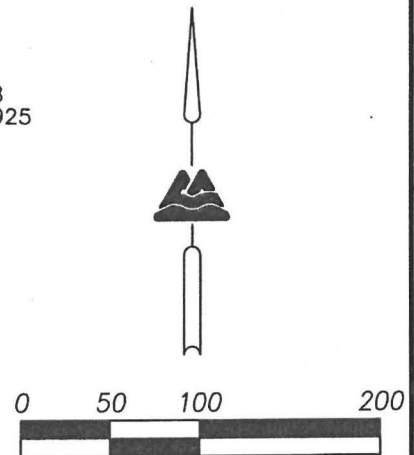
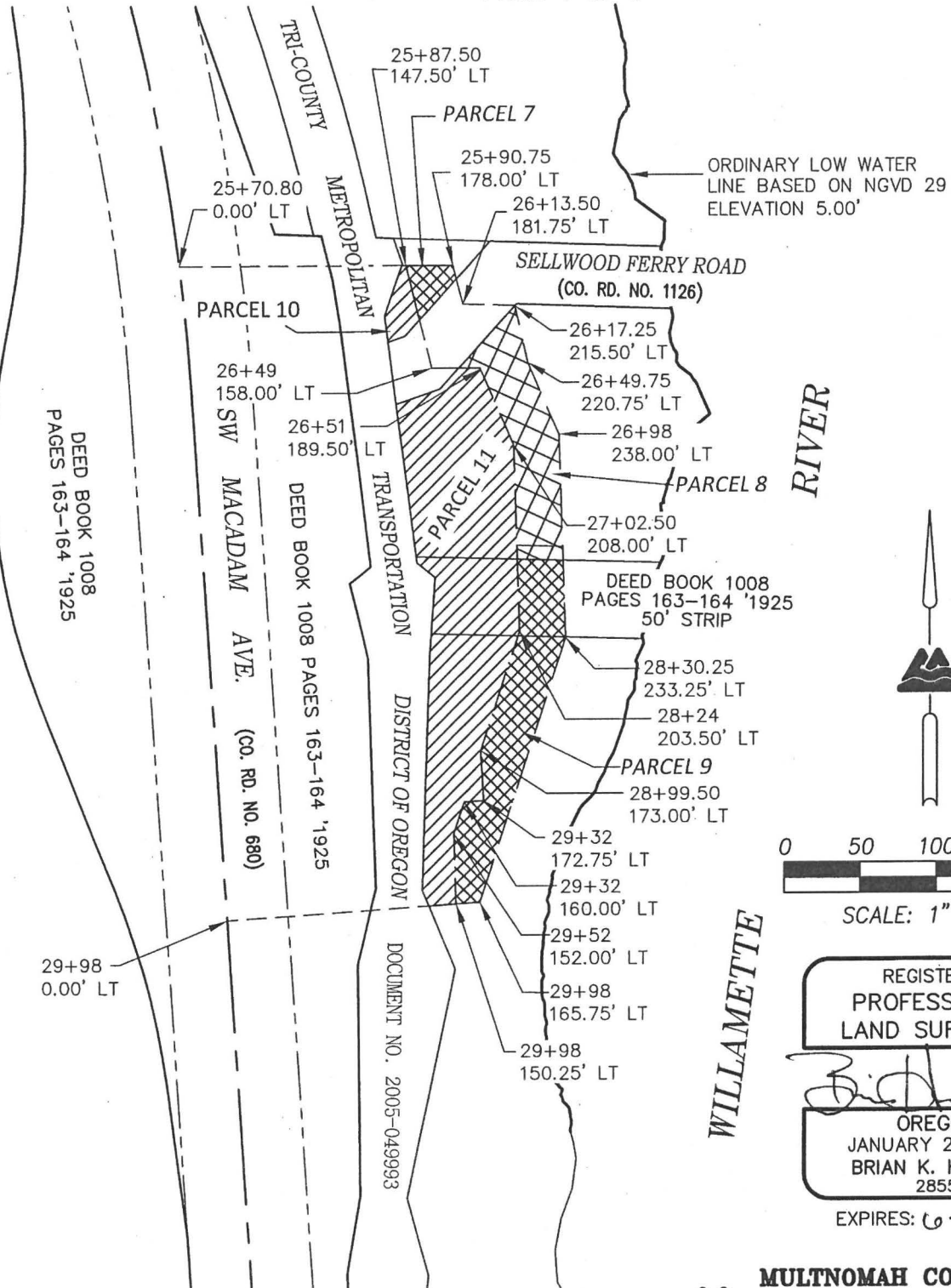


EXHIBIT B

PAGE 4 OF 5



SCALE: 1" = 100'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Brian K. Henson 6/8/12

OREGON
JANUARY 20, 1998
BRIAN K. HENSON
2855

EXPIRES: 6-30-2013



MULTNOMAH COUNTY

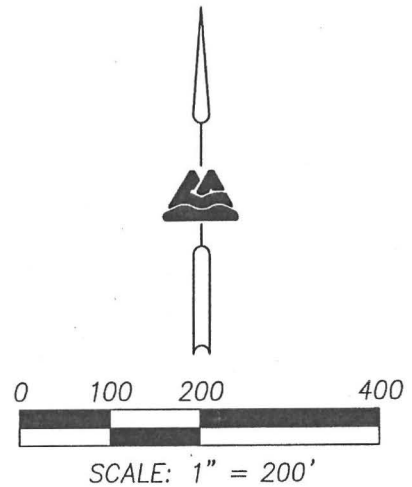
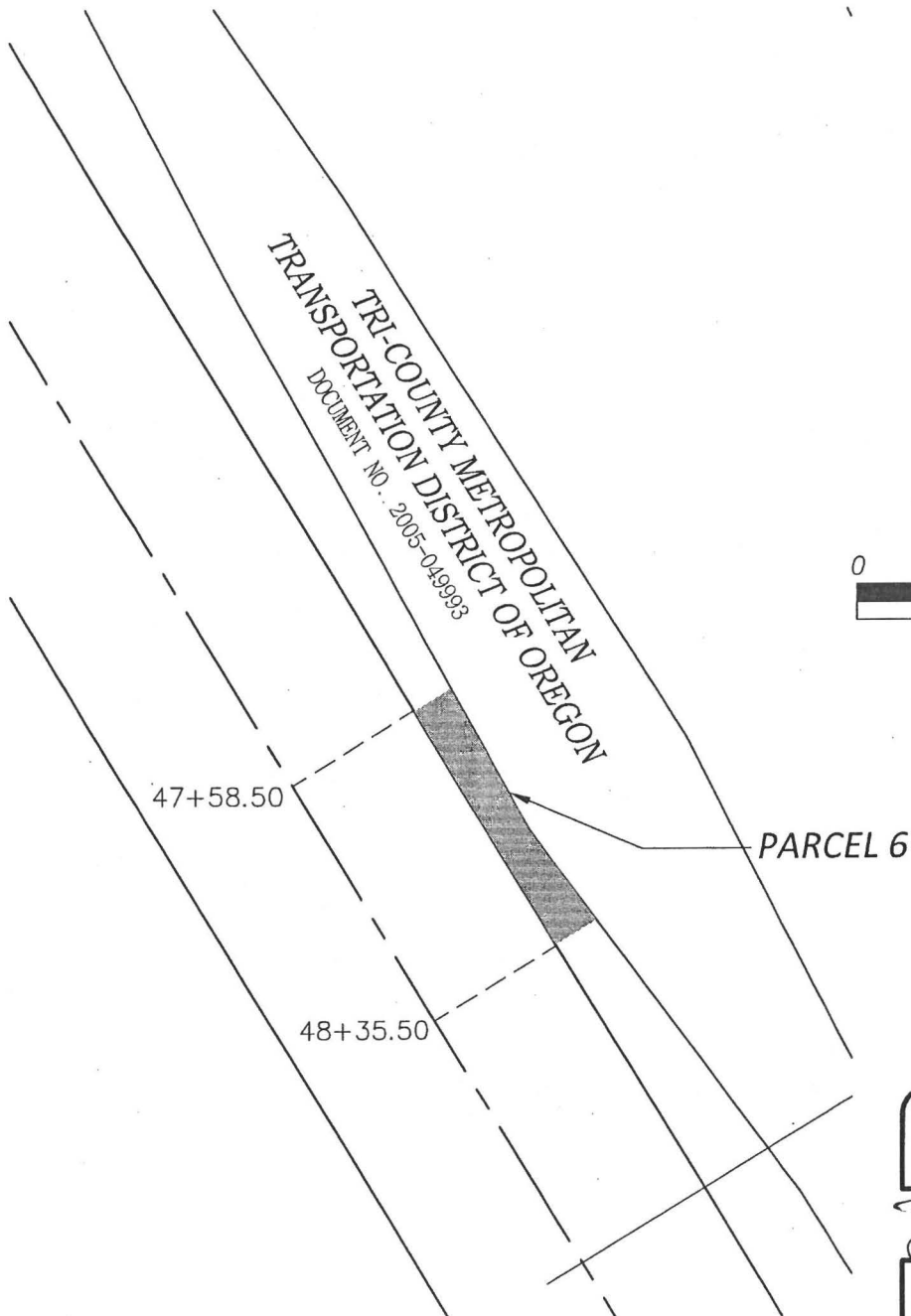
DEPARTMENT OF COMMUNITY SERVICES
COUNTY SURVEYOR'S OFFICE
1600 S.E. 190th AVE. PORTLAND, OR 97233
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SELLWOOD BRIDGE PROJECT

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EXHIBIT B

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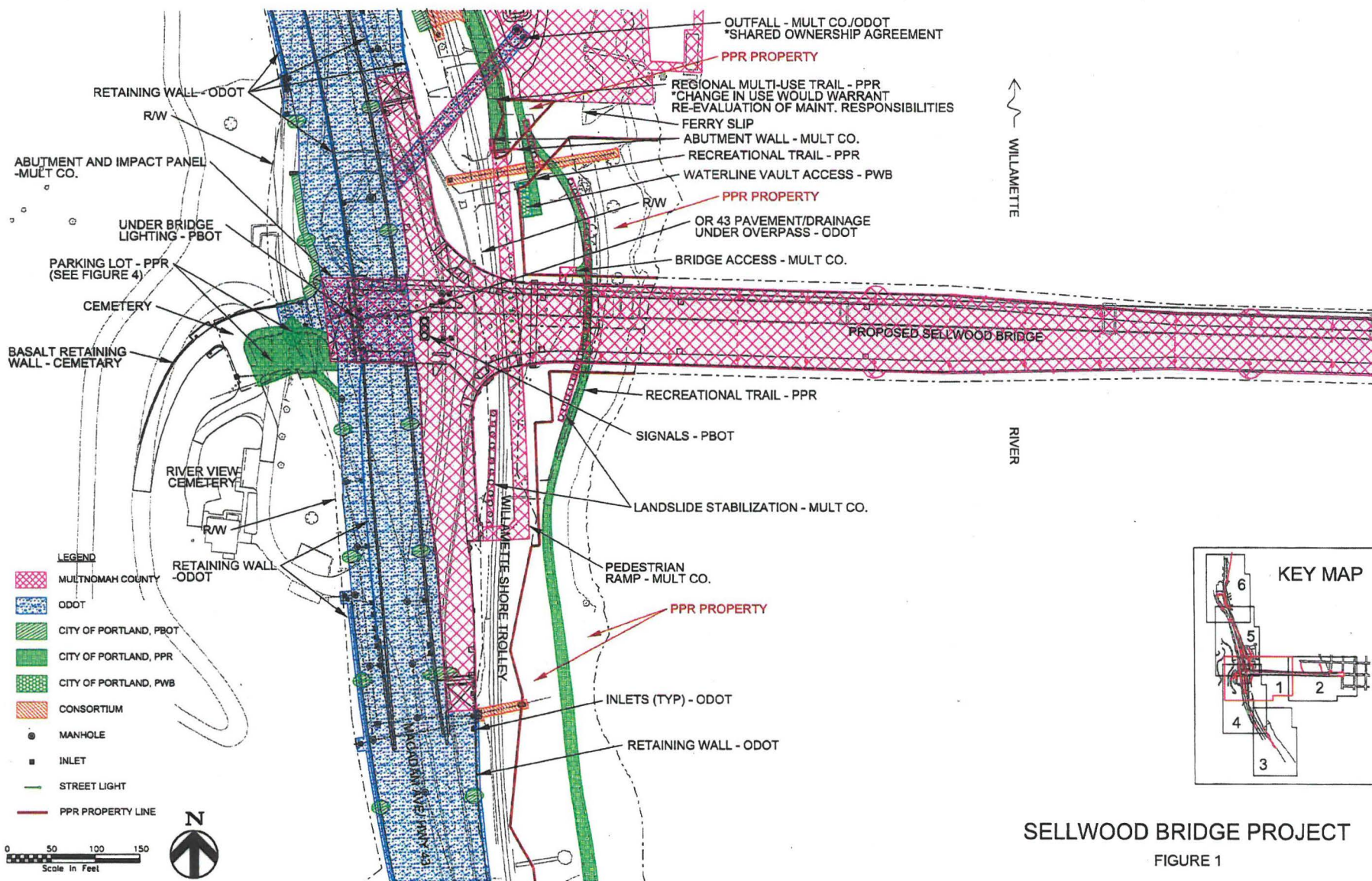
SELLWOOD BRIDGE PROJECT

ITEM NO. 2010-48-4

Exhibit C

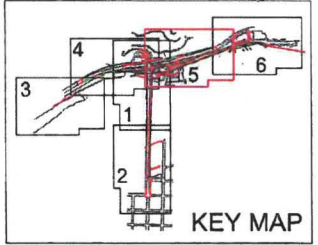
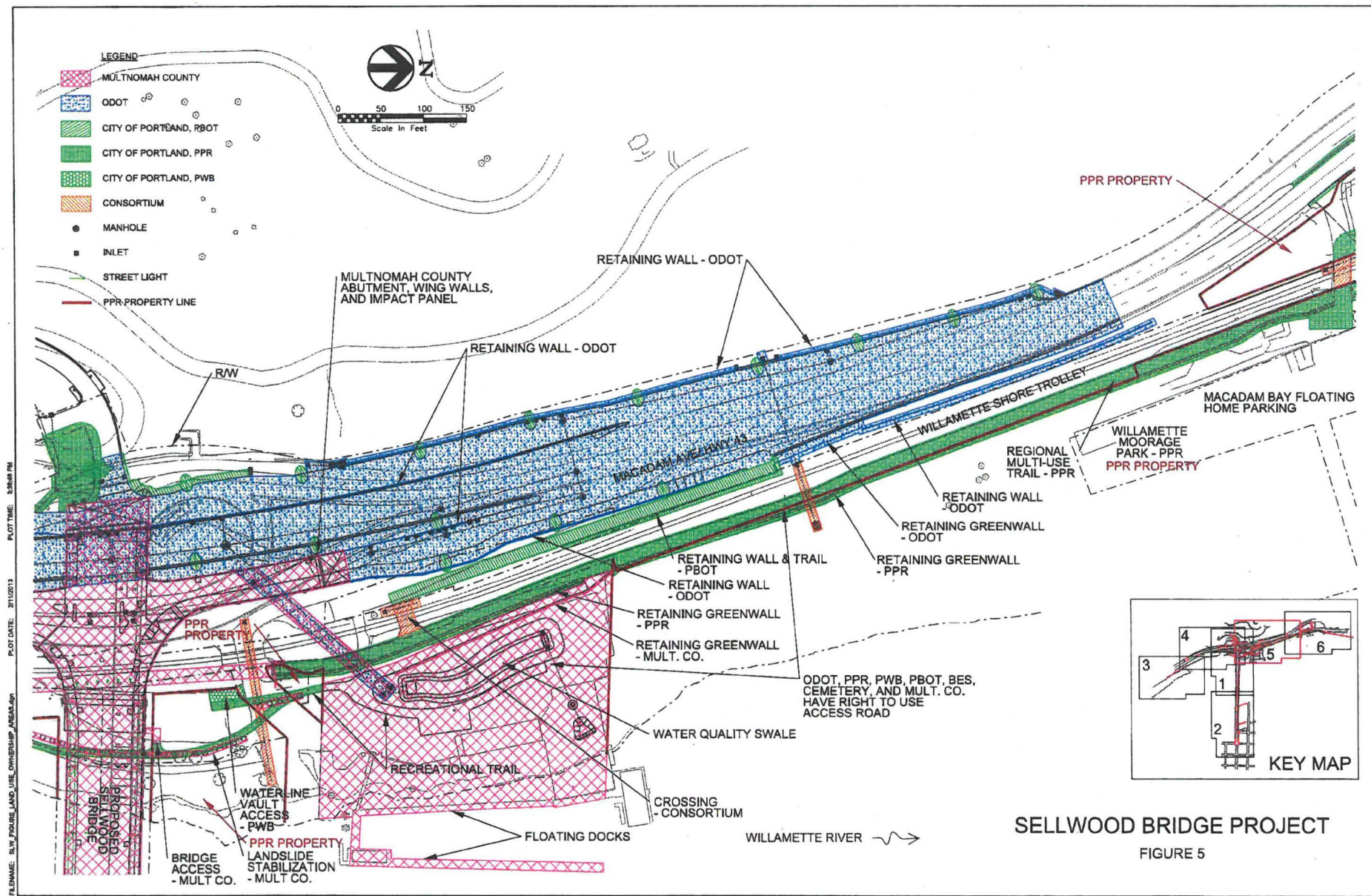
Regional Multi-Use Trail and Access Road (“MPA”), as depicted on the attached Exhibit Maps.

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SELLWOOD BRIDGE PROJECT

FIGURE 1



SELLWOOD BRIDGE PROJECT
FIGURE 5

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