

plu matt
kaiel



00673418201000658450100108

\$81.00

05/27/2010 10:14:53 AM

1R-EASEMT
\$50.00 \$11.00 \$15.00 \$5.00

Cnt=1 Stn=10 RECCASH1

When recorded return to:

Riley Whitcomb
City of Portland Parks & Recreation
1120 SW Fifth Avenue, Suite 1302
Portland, OR 97204-1933

Mail Tax Statements to:
No Change Requested

COLUMBIA SLOUGH TRAIL EASEMENT

THE FAZIO GERTZ ROAD PROPERTY, LLC ("Owner") is the owner in fee simple of the real property described in the attached Exhibit A [Legal Description] ("Property") in the City of Portland, Multnomah County, Oregon. BATAVIA ZELMAN, LLC ("Tenant") is ground leasing the Property from the Owner. For the purposes of this agreement, Owner and Tenant are collectively referred to as "Grantor."

Peninsula Drainage District No. 2 ("the District") holds an easement over the area subject to this Easement ("the District Easement"). Within the District Easement, the District maintains a levee as part of a flood control system.

THE CITY OF PORTLAND ("City") is a municipal corporation in the State of Oregon. City wishes to operate a recreational trail ("the Trail") within this Easement.

1. Trail Easement. Grantor hereby grants to City for the benefit of the public a perpetual, nonexclusive easement to use a strip of land 16' wide across the Property for the Trail ("Trail Easement Area") and as more particularly described in Exhibit B. The location of the Trail Easement Area is depicted in the attached Exhibit C.
2. Purpose. The purpose of the Trail Easement is to provide public access along the Columbia Slough by creating a public path over and across the Property.
3. Scope of Public Use. The public shall have the right to use the Trail Easement Area for public access as a pedestrian/bike trail. City may enter and use the Trail Easement Area for the purpose of constructing, repairing, patrolling, and maintaining the Trail. No other uses shall be allowed.
 - 3.1 The public's right of use as set forth above constitutes the maximum rights granted to the public under this agreement.
 - 3.2 The Trail Easement Area will be open to the public for use as provided in Title 20 and in Chapter 33.272 Public Recreation Trails of the City of Portland Code, subject to any amendment of the Code the Council may from time to time enact.
 - 3.3 Grantor and the District shall together or individually have the right to restrict access to the Trail Easement Area during hours when the public does not have right of use.

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4. Scope of Grantor's Use. Grantor shall retain the right to use the Trail Easement Area for all purposes consistent with the exercise by the public of the rights granted herein. No commercial activities shall be conducted in the Trail Easement Area by any party.
5. Maintenance and Repair. As provided for in Section 33.270.070, Trail Maintenance and Liability, of the Portland City Code, the City hereby agrees to assume responsibility for patrolling and maintaining the Trail within the Trail Easement Area. The City acknowledges that the Trail has been constructed in accordance with the Final Trail Design and City standards, and as such, the City hereby assumes maintenance and liability responsibilities, similar to its responsibilities for City-owned park property, for the Trail within the Trail Easement Area.
 - 5.1 The levee on which the Trail Easement is located is a flood control structure and the District maintains the levee under regulations of the U.S. Army Corps of Engineers. City acknowledges written authorization must be obtained from the District prior to any construction or repairs within the District Easement.
6. Repair of Damage to Trail. If the District's normal maintenance of the levee or flood fighting activities damage the Trail, the City shall have full responsibility for the cost of repair to the Trail.
7. Alterations and Enhancements. Grantor shall not construct any improvement in the Trail Easement Area without first obtaining the written approval of the District and Portland Parks and Recreation.
8. Hazardous Substances.
 - 8.1 Grantor represents that to the best of its knowledge the Trail Easement Area is in compliance with all local, State and Federal environmental laws and regulations.
 - 8.2 Grantor represents that to the best of its knowledge it has disclosed all results of any report, investigations, survey, or environmental assessment regarding the Trail Easement Area. The City makes no representations or warranties concerning such reports, investigations or assessments, or any information contained therein.
 - 8.3 Grantor warrants that to the best of its knowledge there are no underground storage tanks, as defined at ORS 466.706 (20), presently on or under the Trail Easement Area.
 - 8.4 It is understood and agreed that the City, by accepting this dedication, is not accepting any liability for any release by Grantor of hazardous substances onto or from the Trail Easement Area, and that the Grantor is not attempting to convey any such liability.
 - 8.5 Grantor agrees to defend, indemnify and hold harmless the City, its officers, agents, and employees against all liabilities, damages, losses, claims, demands, actions, and suits (including attorney fees and costs) arising out of

the acts or omissions of Grantor which result in a release or threat of release of hazardous substances, as defined in ORS 465.200, onto or from the Trail Easement Area. This provision shall not apply to release of hazardous substances onto or from the Trail Easement Area either caused by the officers, agents, or employees of the City or arising from public use of the Trail.

9. Effective Date. The rights of the public under this agreement shall become effective on the last date of signature indicated below.
10. Successor Interests. This Trail Easement is appurtenant to the Property. However, in the event of any partition, subdivision or sale of any portion of the Property, this Trail Easement shall remain appurtenant to the parcel(s) across which the Trail Easement lies.
11. Duration. This Trail Easement shall remain in effect perpetually, will run with the land, and will be binding on Grantor's heirs, successors and assigns. However, it shall terminate automatically in the event that the City Council, by ordinance, declares that the Trail Easement no longer is needed for the purpose described in Section 2.0, in which case the City shall execute a recordable document evidencing such termination.
12. Encumbrances. This Trail Easement is granted subject to all prior easements or encumbrances of record.
13. Consideration. The consideration for this Trail Easement shall consist of the mutual covenants and agreements of the parties contained herein.
14. Indemnification. To the extent permitted by Oregon law, and subject to the limitations of the Oregon Tort Claims Act, ORS 30.260 to 30.300, the City will protect, indemnify and hold Grantor and the Drainage District ("Indemnitees") harmless from and against any and all loss, claim, liability and expense, including court costs and attorney fees: (a) that arises out of the recreational use of the Trail by a member of the general public or out of the activities of the City or its contractors under the Easement; and (b) is brought by or on behalf of such member of the general public or by an officer, employee or agent of the City or its contractors; and (c) except to the extent that such, claim, liability or expense arises out of the negligence or wrongful act or omission of any of the Indemnitees or of their officers, agents, employees or contractors.
15. Signatures in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the last date of signature specified below.

GRANTOR

THE FAZIO GERTZ ROAD PROPERTY LLC

By: Jack Fazio Date June 27, 2007
Jack Fazio, Agent

BATAVIA ZELMAN, LLC

By: Paul Casey Date July 2, 2007
Brett Foy
Authorized member

The City of Portland does hereby accept the above Columbia Slough Trail Easement

THE CITY OF PORTLAND

By: Nick Fish Date 5/12/10
~~Dan Saltzman~~, Commissioner of Public Works
Nick Fish

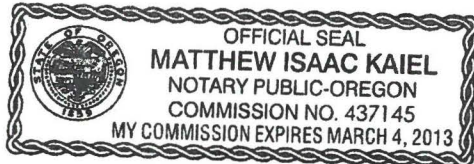
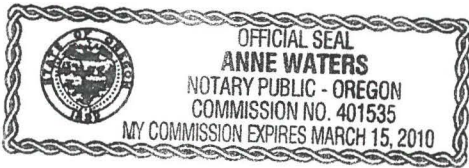
APPROVED AS TO FORM

By: APPROVED AS TO FORM Date 9/11/09
Chief Deputy City Attorney
Paula Krueger
CITY ATTORNEY

State of Oregon)
ss.
County of Multnomah

On this 27th day of June, 2007, before me Anne Waters,
the undersigned Notary Public, personally appeared Jack Fazio, as Agent for The Fazio Gertz
Road Property LLC, personally known to me (or proved to be on the basis of satisfactory
evidence) to be the person(s) whose name is subscribed to this instrument, and acknowledged
that he executed it.

Anne Waters
My commission expires: 3/15/10



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Los Angeles } ss.

On July 2, 2007 before me, Sandra L. Garay,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared Brett Foy,
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.
Sandra L. Garay
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Columbia Slough Trail Easement
 Document Date: TBD Number of Pages: 8
 Signer(s) Other Than Named Above: Jack Fozio

Capacity(ies) Claimed by Signer

- Signer's Name: Brett Foy
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney-in-Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____

Signer Is Representing: Bateria Zelman, LLC



Exhibit A
Description of Real Property

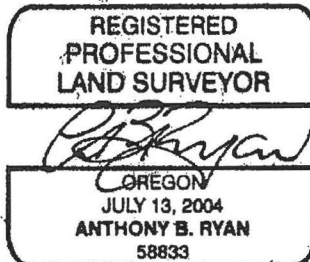
Parcel 1, PARTITION PLAT NO. 1995-166, in the City of Portland, County of Multnomah and State of Oregon.



WEDDLE SURVEYING

Excellence is our benchmark.

1750 SW Skyline Blvd. Suite 105
Portland, Oregon 97221
Phone : (503) 292-8083
Fax : (503) 292-0938
Email : weddle@integra.net



RENEWAL DATE: DEC. 31, '08

June 20, 2007
Job No. 4127TE

LEGAL DESCRIPTION:

Exhibit B

A tract of land for public recreational trail easement purposes being a portion of Parcel 1, Partition Plat No. 1995-166, a duly recorded Plat, in the Northwest 1/4 and the Southwest 1/4 of Section 11, Township 1 North, Range 1 East of the Willamette Meridian, City of Portland, County of Multnomah and State of Oregon, said easement being 16.00 feet wide, 8.00 feet on both sides of the following described centerline, to wit:

Commencing at the Northwest corner of said Parcel 1; thence along the West line thereof South 00°00'00" East, 1684.53 feet to a point which bears South 28°08'45" West, 5.11 feet from the U.S. Army Corps of Engineers centerline station 203+16.97 and the True Point of Beginning of the herein described centerline; thence along the following courses and distances: South 69°45'55" East, 525.59 feet; South 64°26'05" East, 239.37 feet; South 67°59'58" East, 188.58 feet; thence South 61°27'34" East, 92.63 feet to a point on the East line of said Parcel 1, said point bears North 25°44'59" East, 2.88 feet from the U.S. Army Corps of Engineers centerline station 192+70.92, said point being the terminus of said centerline. The sidelines of said easement shall be lengthened or shortened to intersect property lines.

The basis of bearings for this description is Partition Plat No. 1995-166, Multnomah County Plat Records.

N.E. GERTZ ROAD

Surveyor:
Weddle Surveying, Inc.
1750 SW Skyline Blvd.
Suite 105
Portland, OR 97221-2544
Ph. (503) 292-8083
Fax: (503) 292-0938



EXHIBIT "C"
PUBLIC RECREATIONAL TRAIL EASEMENT
IN PARCEL 1, PARTITION PLAT NO. 1995-166
LOCATED IN THE NORTHWEST QUARTER AND
THE SOUTHWEST QUARTER OF SECTION 11,
TOWNSHIP 1 NORTH, RANGE 1 EAST,
WILLAMETTE MERIDIAN, CITY OF PORTLAND,
MULTNOMAH COUNTY, OREGON.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Anthony B. Ryan
OREGON
JULY 13, 2004
ANTHONY B. RYAN
58833

RENEWAL DATE: DECEMBER 31, 2008

SCALE 1" = 200'
DATE: JUNE 20, 2007

P.O.B.
N.W. CORNER PARCEL 1
PARTITION PLAT NO. 1995-166

T.P.O.B.

S 00°00'00"E 1684.53'

PARCEL 1
PARTITION PLAT 1995-166

203+16.97 5.11LT

16' WIDE TRAIL EASEMENT

S 89°45'55"E
525.59'

S 67°59'58"E
188.58'

S 61°27'34"E
92.63'

PARCEL 2
PARTITION PLAT 1995-166

S 64°26'05"E
239.37'

192+70.92 2.88RT

PENINSULA DRAINAGE CANAL

U.S. ARMY CORPS OF
ENGINEERS CENTERLINE

JOB NO. 4127IE

ORDINANCE No. 183630

Accept trail easement for Columbia Slough Trail from Fazio Gertz Road Property LLC and Batavia Zelman (Ordinance).

The City of Portland ordains:

Section 1. The Council finds:

1. In 2006, pursuant to Ordinance No. 180130, the City of Portland (City) entered into an agreement with Fazio Gertz Road Property LLC, Batavia Holdings LLC, and Peninsula Drainage District No 2 to facilitate the development of a trail at the Fazio/Fed Ex site along the Columbia Slough.
2. To fulfill their zoning and development requirements related to the site, Fazio Gertz Property and Batavia Holdings LLC ("Grantors") were required as part of the 2006 agreement to grant a trail easement to the City.
3. The trail has since been built by the Grantors and the Grantors wish to grant a trail easement to the City.
4. Under the Easement Agreement, attached as Exhibit A, Portland Parks & Recreation is responsible for operation and maintenance of the trail, in accordance with PCC Section 33.270.070. The estimated O&M costs are \$3000 per year.
5. This trail easement is a part of the Columbia Slough Trail.

NOW, THEREFORE, The Council Directs:

- a. The Commissioner in Charge of Parks and Recreation is authorized to execute an Easement Agreement, substantially similar to the attached and as approved as to form by the City Attorney, with Fazio Gertz Road Property LLC and Batavia Zelman.
- b. In accepting this easement, the City Council acknowledges the need to fund the on-going O&M cost, estimated at \$3,000 per year, and directs the Office of Management and Finance to transfer this ongoing funding allocation from the General Fund to the Parks and Recreation budget during the budget monitoring process.
- c. This trail easement shall be added to the property inventory of the Bureau of Parks and Recreation.

Passed by the Council: MAR 24 2010
Commissioner Fish
Prepared by: Zalane Nunn
March 3, 2010

LaVonne Griffin-Valade

Auditor of the City of Portland

By 

Deputy

PortlandMaps

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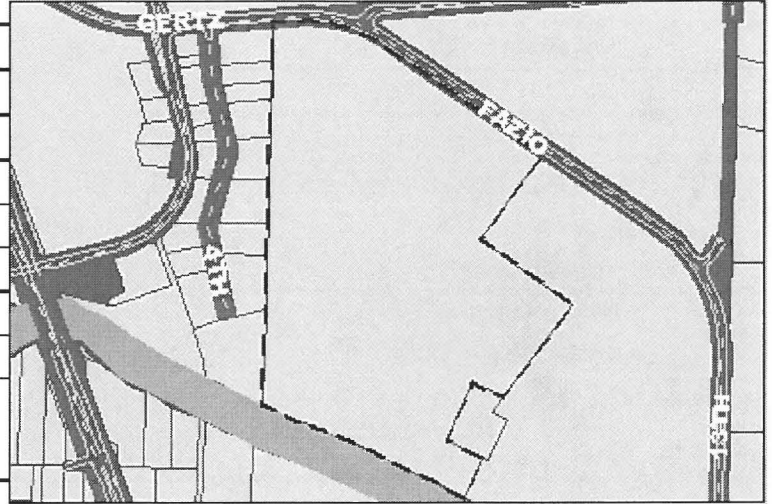
750 NE FAZIO WAY - EAST COLUMBIA - PORTLAND

[Explorer](#) | **Property** | [Maps](#) | [Projects](#) | [Crime](#) | [Census](#) | [Transportation](#)

[Summary](#) | **Assessor** | [Permits/Cases](#) | [Block](#) | [Schools](#) | [Parks](#) | [Businesses](#) | [Development](#) | [Stormwater Incentives](#) | [Stormwater Management](#) | [Garbage/Recycling](#) | [Noise](#) | [Historic Permits](#)

General Information

Property ID	R238954
County	MULTNOMAH
State ID	1N1E11B 902
Alt Account #	R649756440
Map Number	2131 OLD
Site Info	
Site Address	750 NE FAZIO WAY
City/State/Zip	PORTLAND OR 97211
Owner Info (Privacy)	
Owner(s) Name	THE FAZIO GERTZ ROAD PROPERTY LLC %PAUL T CASEY CO-PRESIDENT
Owner Address	515 S FIGUEROA ST #1230
City/State/Zip	LOS ANGELES CA 90071



Property Description

Tax Roll	PARTITION PLAT 1995-166, LOT 1	Use	WHSE CROSS DOCKS
Lot 1		Block	
Tax Districts			
101	PORT OF PORTLAND	130	CITY OF PORTLAND
130L	CITY OF PORTLAND CHILDREN LOP	130M	CITY OF PORTLAND PARKS LOP
143	METRO	164	EAST MULT SOIL/WATER
170	MULTNOMAH COUNTY	170L	MULT CO LIBRARY LOCAL OPT TAX
171	URBAN RENEWAL PORTLAND	173	URB REN SPECIAL LEVY - PORTLAND
198	TRI-MET TRANSPORTATION	304	MULTNOMAH CO ESD
309	PORTLAND COMM COLLEGE	311	PORTLAND SCHOOL DIST #1

Deed Information

Sale Date	Type	Instrument	Sale Price
12/01/1995	BARGAIN & SALE DEED	95162624	\$108,833.00
	OTHER	01195231	\$0.00
	OTHER	99001108	\$0.00
	DEED	00123438	\$0.00
	DEED	00123439	\$0.00
	DEED	00123440	\$0.00
	DEED	00123441	\$0.00
	INST	99001108	\$0.00

Land Information

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Type	Acres	SQFT
INDUSTRIAL LAND	39.1900	1,707,116
INDUSTRIAL LAND	8.2600	359,806

Improvement Information

Improvement Type Warehouse	
Improvement Value \$26,512,900.00	
Room Descriptions	
Building Class WHSE TRUCK TERMINAL	
Actual Year Built 2007	Effective Year Built
Number of Segments 1	Construction Style
Foundation Type	Interior Finish
Roof Style	Roof Cover Type
Flooring Type	Heating/AC Type
Plumbing	Fireplace Type

Improvement Details

# Segment Type	Class	Total Area
1 Main		69,917
1 Main		39,912
1 Surface Parking		1,694,535
2 Landscaping		616,798
3 Fence		7,122
1 Misc Imps		0

Tax History

Year	Property Tax	Total Tax
2009	\$475,010.55	\$499,866.28
2008	\$448,241.99	\$472,407.28
2007	\$282,951.58	\$718,021.03
2006	\$509.80	\$1,354.14
2005	\$470.74	\$1,250.94
2004	\$637.35	\$1,429.46
2003	\$642.06	\$1,321.99
2002	\$675.97	\$1,388.51
2001	\$547.35	\$1,228.37
2000	\$452.79	\$996.50
1999	\$386.18	\$866.43
1998	\$447.88	\$1,251.16
1997	\$468.58	\$1,055.25

Assessment History

Year	Improvements	Land	Special Mkt/Use	Real Market	Exemptions	Assessed
2009	\$26,512,900.00	\$12,487,100.00	\$0.00	\$39,000,000.00	\$0.00	\$21,742,100.00
2008	\$26,512,900.00	\$12,487,100.00	\$0.00	\$39,000,000.00	\$0.00	\$21,108,840.00

2007	\$16,389,000.00	\$11,456,060.00	\$0.00	\$27,845,060.00	\$0.00	\$12,975,800.00
2006	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$69,650.00
2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$67,620.00
2004	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65,660.00
2003	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$63,750.00
2002	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$61,890.00
2001	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$60,090.00
2000	\$0.00	\$0.00	\$84,660.00	\$84,660.00	\$0.00	\$58,340.00
1999	\$0.00	\$0.00	\$84,660.00	\$84,660.00	\$0.00	\$50,730.00
1998	\$0.00	\$0.00	\$84,660.00	\$84,660.00	\$0.00	\$49,260.00
1997	\$0.00	\$0.00	\$63,990.00	\$63,990.00	\$0.00	\$47,830.00

City of Portland, Corporate GIS

Assessor Data Updated 8/2/2010

THE GIS APPLICATIONS ACCESSED THROUGH THIS WEB SITE PROVIDE A VISUAL DISPLAY OF DATA FOR YOUR CONVENIENCE. EVERY REASONABLE EFFORT HAS BEEN MADE TO ASSURE THE ACCURACY OF THE MAPS AND ASSOCIATED DATA. THE CITY OF PORTLAND MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, SEQUENCE, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE DATA PROVIDED HEREIN. THE USER OF THESE APPLICATIONS SHOULD NOT RELY ON THE DATA PROVIDED HEREIN FOR ANY REASON. THE CITY OF PORTLAND EXPLICITLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE CITY OF PORTLAND SHALL ASSUME NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE INFORMATION PROVIDED REGARDLESS OF HOW CAUSED. THE CITY OF PORTLAND SHALL ASSUME NO LIABILITY FOR ANY DECISIONS MADE OR ACTIONS TAKEN OR NOT TAKEN BY THE USER OF THE APPLICATIONS IN RELIANCE UPON ANY INFORMATION OR DATA FURNISHED HEREUNDER. FOR UPDATED INFORMATION ABOUT THE MAP DATA ON PORTLANDMAPS PLEASE REFER TO [CITY'S METADATA](#). FOR QUESTIONS ABOUT ASSESSMENT INFORMATION PLEASE CONTACT THE COUNTY ASSESSORS OFFICE IN YOUR COUNTY.

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