



\$91.00

AFTER RECORDING RETURN TO:

pm
City of Portland
1120 SW 5th Avenue, Suite 800
Portland, OR 97204

05/06/2016 02:12:29 PM

1R-EASEMT
\$50.00 \$11.00 \$20.00 \$10.00

Pgs=10 Stn=10 ATAAH

R/W #8086

Space Above this Line for Recorder's Use

PUBLIC USE EASEMENT AGREEMENT

This Public Use Easement Agreement (this "Agreement") is made by St. John-4, LLC, an Oregon limited liability company ("St. John-4" or "Grantor"), and the City of Portland, a municipal corporation in the State of Oregon, acting by and through its Bureau of Transportation (the "City"). The Grantor and the City are collectively referred to herein as the "Parties".

Recitals:

A. St. John-4 is the owner of certain property more particularly described as Block 3, in the duly recorded Plat of "Jersey Street Addition" situated in the northeast one-quarter of Section 12, T1N, R1W, W.M., in the City of Portland, County of Multnomah, State of Oregon; TOGETHER WITH that portion of vacated North Kellogg Street that inured thereto by Ordinance No. 166079, recorded as Document No. 97-020453 on February 10, 1997 (the "Property").

B. St. John-4 is developing their property into a multi-family housing project with 106 apartment units and ground-floor retail and creative office space (the "Project"). The Project contains two formal plazas (the "Plaza Areas"), both more particularly described on Exhibits A and C and depicted on Exhibits B and D attached hereto and by this reference incorporated herein.

C. On February 24, 2016, City Council approved Ordinance No. 187599, which vacated an adjacent portion of N Lombard Street. The ordinance requires the Grantor to grant a non-exclusive perpetual easement for the public to use the Plaza Areas.

Agreement:

Therefore, for good and valuable consideration, receipt of which is hereby acknowledged by the Parties, the Parties hereto for themselves and for the benefit of the public hereby agree as follows:

1. Grant of Public Use Easement of Plaza Areas.

1.1 St. John-4 hereby grants and conveys to the City a non-exclusive perpetual easement for use by the general public as an outdoor plaza, over and across the surface of the

Plaza Areas more particularly described on Exhibits A and C and depicted on Exhibits B and D attached hereto and by this reference incorporated herein.

1.2 The access to the Plaza Areas granted may be used by the City and the general public and shall not be obstructed by the Parties to this Agreement or any member of the general public. Use of the Plaza Areas shall be on a regular, continuous, non-exclusive, non-priority basis benefiting the Parties, their successors, assigns, lessees, invitees, guests, tenants, customers, agents and employees and the general public (collectively, "Plaza Area Permittees"). However, the rights of any party hereunder shall not lapse in the event of such party's failure to use the Plaza Areas on a continuous basis.

1.3 Grantor shall allow no encroachments to be located within the boundaries of the easement areas without the prior written consent of the Director of the Bureau of Transportation except for those proposed encroachments approved as a part of the Decision for Land Use Review 15-213895 DZM and depicted on Exhibit E attached hereto and by this reference incorporated herein.

2. Maintenance and Repair.

2.1 Grantor herein assumes responsibility for maintenance of the Plaza Areas.

2.2 Grantor shall be responsible for the periodic maintenance and necessary repairs to the Plaza Areas. Required maintenance shall include, but not be limited to the removal of snow, ice and debris within a reasonable time after their occurrence.

3. Liability. St. John-4 shall be liable for any and all damages to any person who is injured or otherwise suffers damage resulting from or by reason of its failure to keep the Plaza Areas in safe condition and good repair. St. John-4 shall defend, indemnify, and hold the City of Portland, its officers, agents and employees harmless from any and all liability or claims for damages to persons or property which may arise or result from its failure to maintain, reconstruct and repair the Plaza Areas.

4. Taxes and Assessments. The easement herein granted is not a dedication of public right-of-way and it is understood and agreed that the City, by accepting this easement, is not accepting any liability for taxes, assessments, or other governmental charges relating to the Plaza Areas.

5. Development Rights. Grantor reserves all development rights appurtenant to the Plaza Areas for Grantor and its heirs, executors, and assigns. This reservation of development rights includes, but is not limited to, the right to use the Plaza Areas for building setbacks, lot coverage, density calculations, and storm water/pervious area.

6. Breach of Obligations by Grantor. In addition to any other remedies provided by Oregon law, in the event that Grantor fails to perform its obligations under this Agreement, the City shall be entitled to require such performance by suit for specific performance or, where appropriate, through injunctive relief.

7. Notices. All notices given with respect to this Agreement shall be in writing and shall be deemed given upon personal delivery by a nationally recognized delivery services or upon the expiration of the third day after the date of deposit in the United States mail as registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties as follows:

St. John-4, LLC
12251 SW Riverside Drive
Portland, Oregon 97219

Portland Bureau of Transportation
1120 S.W. 5th Avenue, Suite 800
Portland, Oregon 97224
Attn: Right-of-Way Acquisition Supervisor

8. Effect of Agreement. The easement granted hereunder shall run with the land as to all property burdened and benefited by such easements, including any division or partition of such property. The rights, covenants and obligations contained in this Agreement shall bind, burden and benefit the Parties hereto and each Party's heirs, personal representatives, successors and assigns, mortgagees and beneficiaries under a deed of trust.

9. Governing Law. This Agreement shall be governed by the laws of the State of Oregon without regard to the conflict of law principles of Oregon law regardless of where it may have been executed or delivered.

10. Counterparts. This Agreement may be executed in counterparts, and all counterparts, when taken together, shall be deemed a single instrument.

11. Severability. If any provision of this Agreement shall be unlawful, then such provision shall be null and void, but the remainder of this Agreement shall remain in full force and effect and be binding on the Parties.

12. Entire Agreement. This Agreement represents the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior negotiations and oral or written communications between the Parties concerning the subject matter hereof.

13. Amendment. On February 24, 2016, the adjacent portion of N Lombard Street was vacated by Ordinance No. 187599. This ordinance requires the Grantor to execute a non-exclusive perpetual Public Use Easement for the formal plaza areas as defined in the Decision for Land Use Review 15-213895 DZM in a format satisfactory to the Director of the Bureau of Transportation. This Easement Agreement shall not be modified or terminated without first receiving City Council approval. Any such modification or termination to this Easement Agreement shall be by written instrument, signed by the Parties and recorded in Multnomah County Deed Records.

14. Recitals. The recitals are hereby incorporated into this Agreement by reference as if fully set forth herein.

[The remainder of this page intentionally left blank.]

ST. JOHN-4, LLC:

IN WITNESS WHEREOF, St. John-4, LLC, an Oregon limited liability company, pursuant to its Articles of Organization, duly and legally adopted, has caused these presents to be signed by its member, this 20th day of April, 2016.

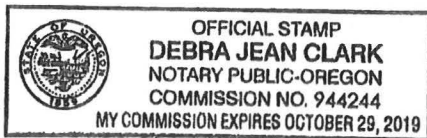
ST. JOHN-4, LLC,
An Oregon limited liability company

By: _____

Member

STATE OF Oregon
County of Multnomah

This instrument was acknowledged before me on April 20, 2016,
by Farid Bolouri as a member of St. John-4, LLC, an Oregon limited liability
company.

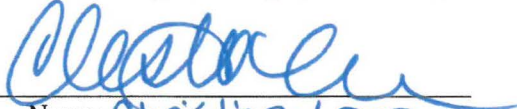


Deb J. Clark
Notary Public for (state) Oregon
My Commission expires 10-29-2019

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CITY:

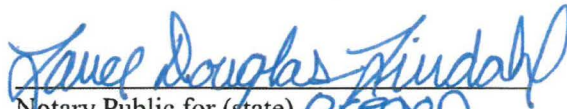
THE CITY OF PORTLAND, a municipal corporation
in the State of Oregon, acting by and through its Bureau of Transportation

By: 
Name: Christine Leon
Title: Director's Designee

STATE OF Oregon
County of Multnomah

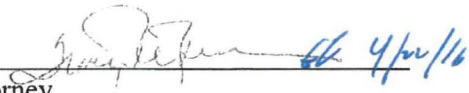
This instrument was acknowledged before me on April 29th, 2016,
by Christine Leon, the Director's Designee of The City of Portland,
acting by and through its Bureau of Transportation, on behalf of said City.




Notary Public for (state) Oregon
My Commission expires March 02, 2017

APPROVED AS TO FORM:

APPROVED AS TO FORM

 4/29/16
City Attorney
CITY ATTORNEY



PO Box 398
Camas, WA 98607
360.834.2519
fax.834.5498
www.kcdevelopment.net

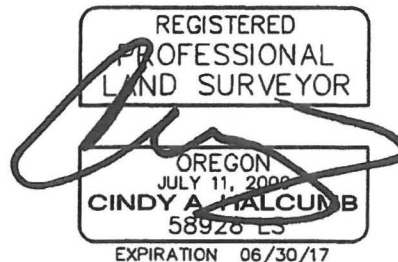
PROVIDING SURVEYING AND PLANNING SERVICES WITH A PERSONAL COMMITMENT TO EXCELLENCE.

EXHIBIT A
LEGAL DESCRIPTION
PUBLIC USE EASEMENT AGREEMENT
RWA #8086
April 15, 2016

A portion of the Northwest 1/4 of the Northeast 1/4 of Section 12, Township 1 North, Range 1 West, Willamette Meridian, City of Portland, Multnomah County, Oregon, being more particularly described as follows:

Beginning at the Southeast Corner of Lot 8, Block 3, Jersey Street Addition, a Plat of Record in Book 400, Page 19, Multnomah County Plat Records; thence along the Southerly extension of the East line of said Lot 8, S25°44'23"W, 30.45 feet to a point of non-tangent curvature; thence along the arc of a 142.00 foot radius curve concave to the Southeast, through a central angle of 10°41'44" (Chord bears S38°10'57"W, 26.47 feet) a distance of 26.51 feet to the True Point of Beginning; thence continuing along the arc of said 142.00 foot radius curve concave to the Southeast, through a central angle of 4°13'27" (Chord bears S30°43'21"W, 10.47 feet) a distance of 10.47 feet to a point of reverse curvature; thence along the arc of a 18.00 foot radius curve concave to the Northwest, through a central angle of 87°07'45" (Chord bears S72°10'30"W, 24.81 feet) a distance of 27.37 feet to a point of tangency; thence along a line parallel with and 34.00 feet distant and Northerly from the centerline of N. Lombard Street, N64°15'37"W, 109.43 feet; thence leaving said line, N25°43'55"E, 13.32 feet; thence S64°16'05"E, 65.02 feet; thence N25°43'55"E, 14.19 feet; thence S64°16'05"E, 63.30 feet to the True Point of Beginning.

Containing 2,518 Square Feet.



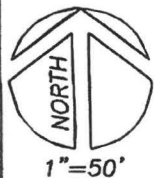


EXHIBIT B PUBLIC USE EASEMENT AGREEMENT

A PORTION OF THE NW 1/4 OF THE NE 1/4 OF SECTION 12,
TOWNSHIP 1 NORTH, RANGE 1 WEST, W.M.,
CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

BASIS OF BEARINGS
THE BASIS OF BEARINGS IS S69°39'51"E
ALONG THE MOST SOUTHERLY LINE OF
THE ADJACENT PARCEL PURSUANT TO
SURVEY NUMBER 61222, MULTNOMAH
COUNTY SURVEY RECORDS.

PREPARED FOR
ST JOHN 4 LLC
APRIL 15, 2016

N. CHARLESTON AVENUE

N. RICHMOND AVENUE

N. LOMBARD STREET

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 11, 2000
CINDY A. HALCOMB
58928 LS

EXPIRATION 06/30/17

PUBLIC USE
EASEMENT
AGREEMENT
AREA 2,518 S.F.

N. LOMBARD STREET

ST JOHN 4 LLC

JERSEY STREET ADDITION
BLOCK 3
(400-19)

MURSH
MANAGEMENT
LLC

PARCEL VI
BOOK 1843-PAGE 2126;1985

BASIS OF BEARINGS
N69°39'51"W
72.49'

VACATED
PER ORD.
NO. 187599

P.O.B.

S25°44'23"W
30.45'

L=26.51'
R=142.00'
D=010°41'44"
C=26.47'
CB=S38°10'57"W

T.P.O.B.

L=10.47'
R=142.00'
D=004°13'27"
C=10.47'
CB=S30°43'21"W

L=27.37'
R=18.00'
D=087°07'45"
C=24.81'
CB=S72°10'30"W

RWA #8086

PREPARED BY:



PO BOX 398
Camas, WA 98607
360.834.2519
Fax. 834.5498



PO Box 398
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PROVIDING SURVEYING AND PLANNING SERVICES WITH A PERSONAL COMMITMENT TO EXCELLENCE.

EXHIBIT C
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PUBLIC USE EASEMENT AGREEMENT
RWA #8086
April 15, 2016

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Containing 2,440 Square Feet.



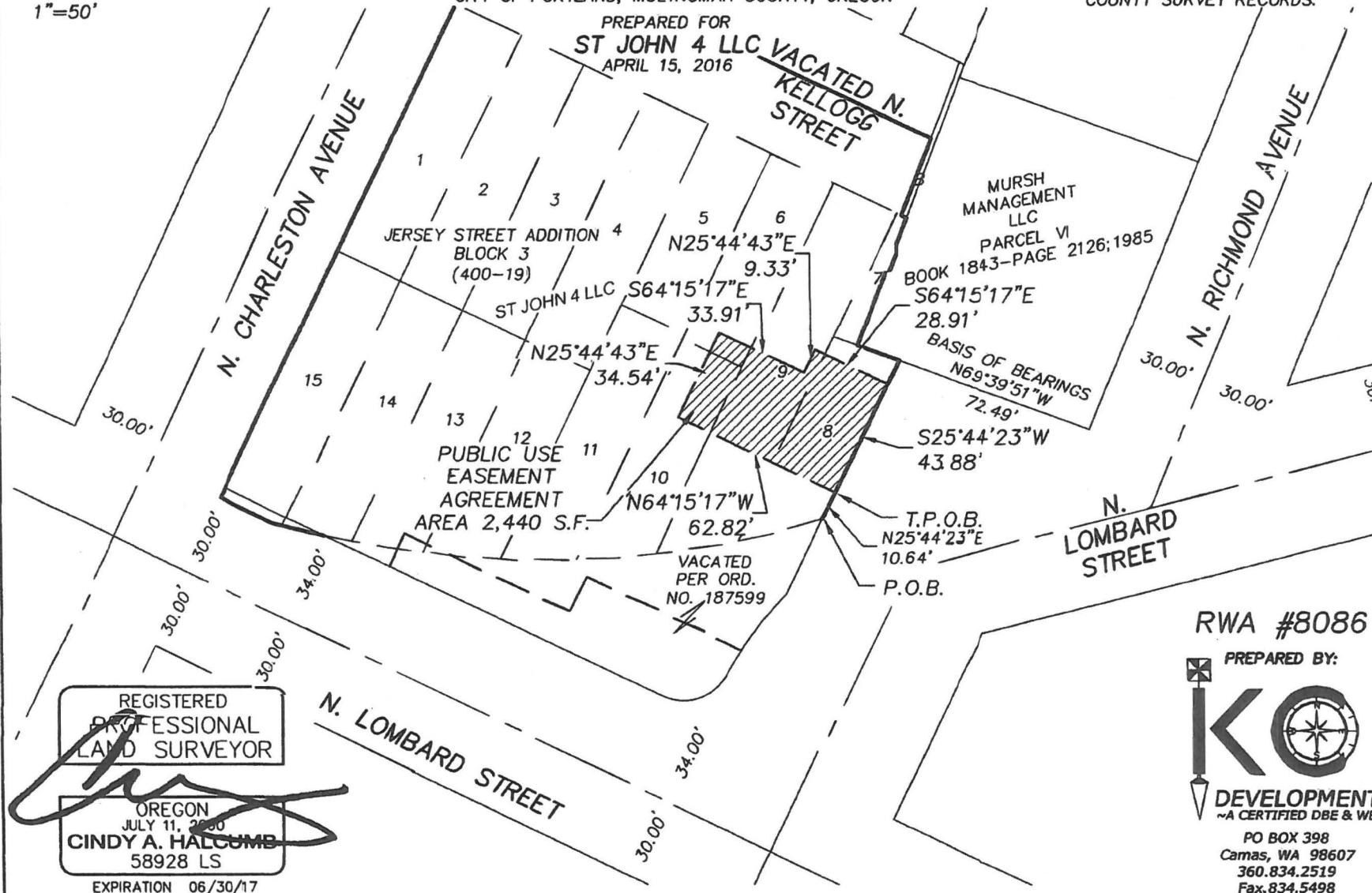


EXHIBIT D PUBLIC USE EASEMENT AGREEMENT

A PORTION OF THE NW 1/4 OF THE NE 1/4 OF SECTION 12,
TOWNSHIP 1 NORTH, RANGE 1 WEST, W.M.,
CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

PREPARED FOR
ST JOHN 4 LLC
APRIL 15, 2016

BASIS OF BEARINGS
THE BASIS OF BEARINGS IS S69°39'51"E
ALONG THE MOST SOUTHERLY LINE OF
THE ADJACENT PARCEL PURSUANT TO
SURVEY NUMBER 61222, MULTNOMAH
COUNTY SURVEY RECORDS.



REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 11, 2000
CINDY A. HALCUMB
58928 LS

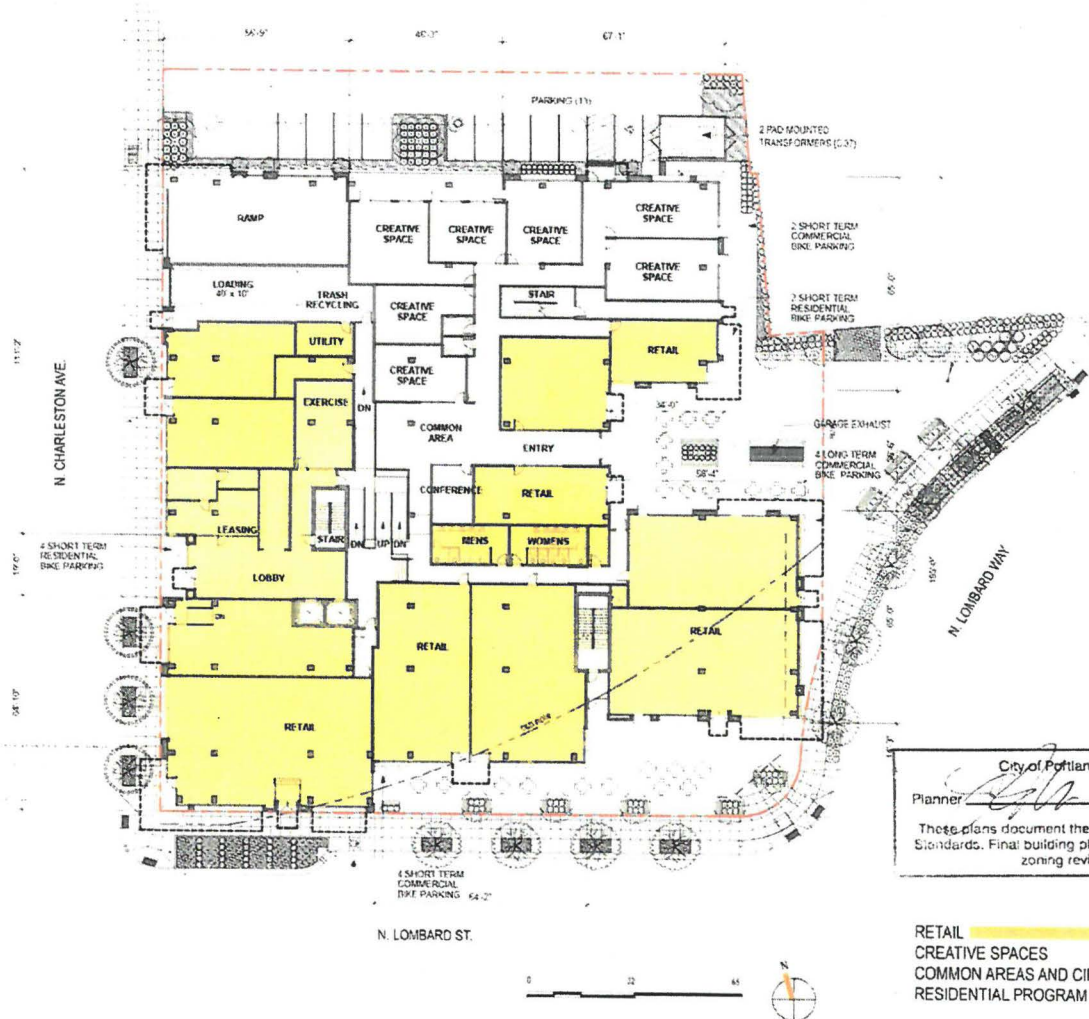
EXPIRATION 06/30/17

RWA #8086

PREPARED BY:



PO BOX 398
Camas, WA 98607
360.834.2519
Fax.834.5498



City of Portland - BDS - Land Division Review
 Planner *[Signature]* Date *12/1/16*
 These plans document the feasibility of meeting the Community Design Standards. Final building plans will be subject to additional planning and zoning review before a permit is issued.

EXHIBIT E