

2020-030316

**Grantor's Name and Address:**

Lisah Limited Partnership  
665 NW Hoyt St.  
Portland, OR 97209-3769



02464924202000303160060063

\$107.00

03/12/2020 01:11:28 PM

EASE-EASE

Pgs=6 Stn=21 ATRG

\$30.00 \$11.00 \$60.00 \$6.00

**EASEMENT FOR RIGHT-OF-WAY PURPOSES**

**Lisah Limited Partnership**, an Oregon partnership, ("Grantor"), for good and valuable non-monetary consideration, the receipt whereof is hereby acknowledged, hereby grants unto the City of Portland, a municipal corporation of the State of Oregon, ("Grantee"), which acquires pursuant to its eminent domain power and authority, an easement for public street and right-of-way purposes in the real property, being particularly described as follows ("Subject Property"):

As described on Exhibit A and depicted on Exhibits B-1 and B-2 attached and incorporated by reference.

Contains 5 square feet, more or less.

TO HAVE AND TO HOLD, the same easement to the City of Portland for the uses and purposes aforesaid forever.

- A. Grantor represents that, to the best of its knowledge after appropriate inquiry under the circumstances, the Subject Property complies with all local, State and Federal environmental laws and regulations.
- B. Grantor represents that it has disclosed all knowledge of any release of hazardous substances onto or from the Subject Property and has/have disclosed any known report, investigation, survey, or environmental assessment regarding the Subject Property in Grantor's possession, including documents in the possession of Grantor's contractors or agents. "Release" and "hazardous substance" have the meaning as defined under Oregon law.
- C. Grantor warrants that, to the best of its knowledge after appropriate inquiry under the circumstances, there are no underground storage tanks, as defined under Oregon law, presently on or under the Subject Property.
- D. It is understood and agreed that the Grantee, by accepting this dedication, is not accepting any liability for any release of hazardous substances onto or from the

R/W # 9013

IN1E09AC TL 01303

After Recording Return to:

Kimberly Kielty, City of Portland

1120 SW 5th Avenue, 8th Floor

Portland, OR 97204

Tax Statement shall be sent to: No Change

Subject Property, and that the Grantor is not attempting to convey any such liability.

- E. Grantor, on behalf of itself and of its successors and assigns, agrees to defend, indemnify, and hold Grantee and its officers, agents, and employees harmless against all liabilities, damages, losses, claims, demands, actions, and suits (including attorney fees and costs) resulting from the presence or release of hazardous substances onto or from the Subject Property. This provision shall not apply to a release of hazardous substances onto or from the Subject Property caused by the officers, agents or employees of the Grantee. Any action taken pursuant to this provision shall not constitute an admission of liability or waiver of any defenses to liability.
- F. Grantor represents and warrants that it has the authority to grant this easement, that the Subject Property is free from all liens and encumbrances that would materially affect the easement grant, and that Grantor and its successors will defend the same to the Grantee against all claims and demands of all persons whomsoever.
- G. Grantor agrees that the consideration recited herein is just compensation for the Subject Property or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of said Subject Property or property rights.
- H. Grantor understands and agrees that if it terminates the development for any reason, and a dedication of right-of-way was required and granted to the Grantee as a condition of the building permit Grantor is not entitled to the return of the property rights granted to Grantee.

*This section is intentionally left blank.*

IN WITNESS WHEREOF, LISAH Limited Partnership, an Oregon limited partnership, pursuant to its partnership agreement, duly and legally adopted, has caused these presents to be signed by George Devendorf as its Executive Director this 11<sup>th</sup> day of February, 2020.

LISAH LIMITED PARTNERSHIP,  
AN OREGON LIMITED PARTNERSHIP,

BY: LISAH GP LLC,  
AN OREGON LIMITED LIABILITY COMPANY,  
ITS GENERAL PARTNER

BY: TRANSITION PROJECTS, INC.,  
AN OREGON NONPROFIT PUBLIC BENEFIT  
CORPORATION, ITS MANAGER

By: [Signature]  
Title: Executive Director

STATE OF Oregon

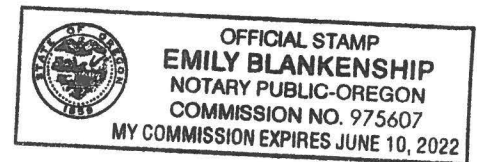
County of Multnomah

This instrument was acknowledged before me on February 11<sup>th</sup>, 2020,  
by George Devendorf as Executive Director of Transition Projects, Inc., Manager of LISAH GP  
LLC, General Partner of LISAH Limited Partnership.

[Signature]  
Notary Public for (state) Oregon  
My Commission expires June 10, 2022

APPROVED AS TO FORM:  
APPROVED AS TO FORM

[Signature] pk 3/5/20  
City Attorney  
CITY ATTORNEY



APPROVED AND ACCEPTED:

[Signature] 3/11/2020  
Bureau Director Date

**EXHIBIT A**

FEBRUARY 7, 2020

EASEMENT FOR RIGHT-OF-WAY PURPOSES

RIGHT-OF-WAY #9013

**LEGAL DESCRIPTION**

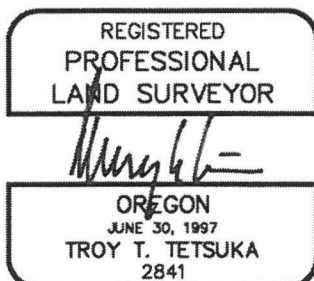
A TRACT OF LAND BEING A PORTION OF THAT PARCEL OF LAND DESCRIBED IN DEED TO LISAH LIMITED PARTNERSHIP, AN OREGON LIMITED PARTNERSHIP, RECORDED AS DOCUMENT NO. 2019-062213, MULTNOMAH COUNTY RECORDS, LOCATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE MOST WESTERLY CORNER OF SAID LISAH LIMITED PARTNERSHIP TRACT, SAID POINT BEING ON THE SOUTHEASTERLY LINE OF PARCEL 1, PARTITION PLAT NO. 2019-26, MULTNOMAH COUNTY RECORDS, SAID POINT BEARS NORTH 54°28'08" EAST 3.00 FEET FROM THE MOST SOUTHERLY CORNER THEREOF, A LINE RADIAL TO THE NORTHERLY RIGHT-OF-WAY LINE OF N. ARGYLE WAY THROUGH SAID POINT BEARS SOUTH 56°21'45" WEST; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LISAH LIMITED PARTNERSHIP TRACT ALONG THE ARC OF A 603.62 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 0°14'14" (THE LONG CHORD OF WHICH BEARS SOUTH 33°45'22" EAST 2.50 FEET) AN ARC DISTANCE OF 2.50 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE, ALONG A LINE RADIAL TO THE NORTHERLY RIGHT-OF-WAY LINE OF N. ARGYLE WAY, NORTH 56°07'31" EAST 2.00 FEET; THENCE ALONG THE ARC OF A 601.62 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 0°14'37" (THE LONG CHORD OF WHICH BEARS NORTH 33°45'10" WEST 2.56 FEET) AN ARC DISTANCE OF 2.56 FEET TO THE NORTHWESTERLY LINE OF SAID LISAH LIMITED PARTNERSHIP TRACT; THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 54°28'08" WEST 2.00 FEET TO THE **POINT OF BEGINNING**.

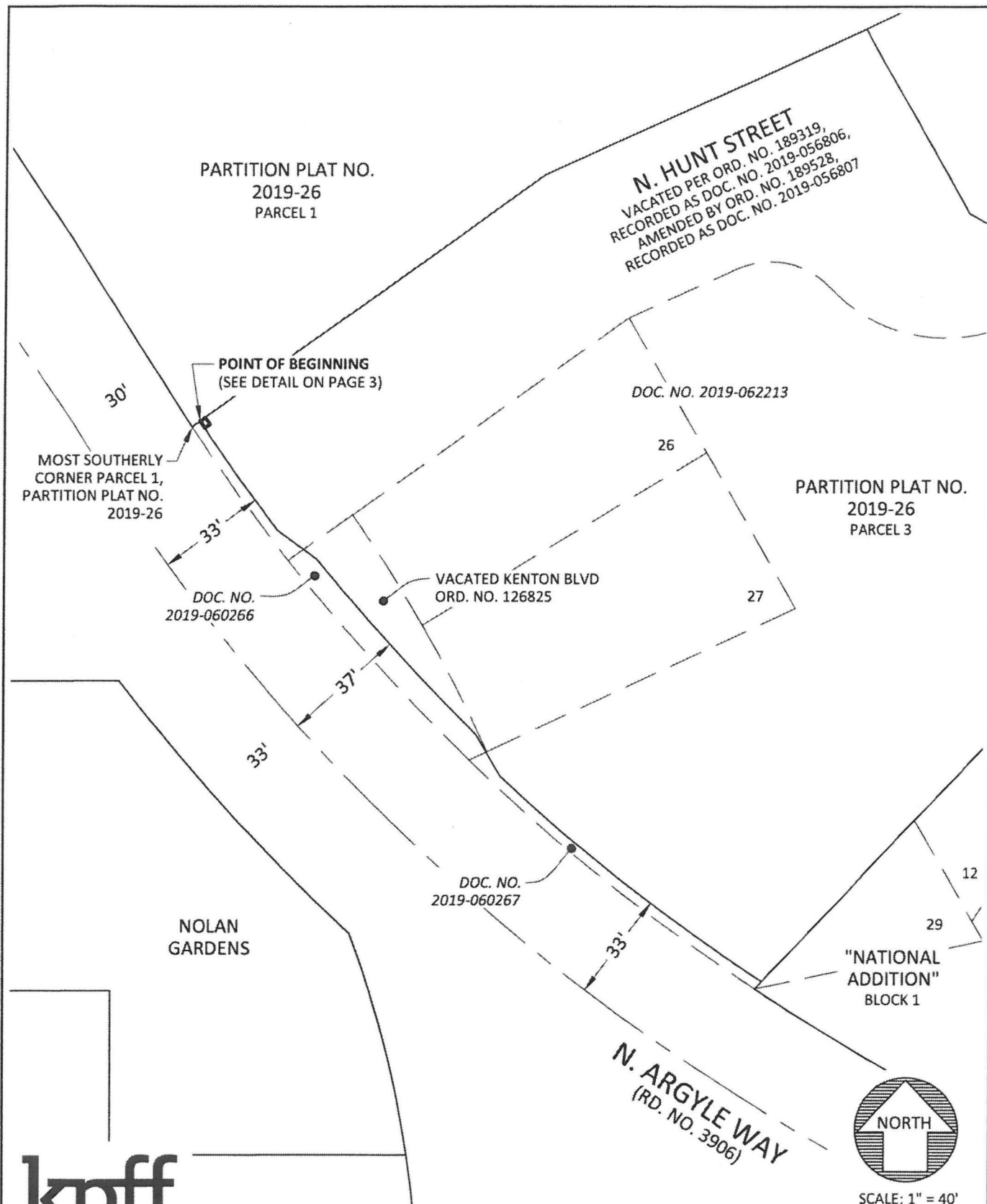
CONTAINING 5 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS IS THE OREGON COORDINATE REFERENCE SYSTEM, PORTLAND ZONE.

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



RENEWAL DATE 6-30-20



**kpf**

111 SW Fifth Ave., Suite 2400  
Portland, OR 97204  
O: 503.227.3251  
F: 503.274.4681  
[www.kpff.com](http://www.kpff.com)

**EXHIBIT B-1**

RW #9013

EASEMENT FOR RIGHT-OF-WAY PURPOSES

NE 1/4 SECTION 9 / TOWNSHIP 1 NORTH / RANGE 1 EAST / W.M.  
CITY OF PORTLAND / MULTNOMAH COUNTY / OREGON

DATE: FEBRUARY 7, 2020

DRAWN BY: SD

CHECKED BY: TT

PROJECT NO. 1600323

PAGE: 2 OF 3

PARTITION PLAT NO.  
2019-26  
PARCEL 1

POINT OF BEGINNING

MOST SOUTHERLY  
CORNER PARCEL 1,  
PARTITION PLAT NO.  
2019-26

N. ARGYLE WAY  
(RD. NO. 3906)

S54°28'08"W  
2.00'

L=2.50'  
R=603.62'  
Δ=0°14'14"  
CHD=533'45'22"E  
2.50'

EASEMENT  
AREA  
5 SQ. FT.

N56°07'31"E  
2.00'

L=2.56'  
R=601.62'  
Δ=0°14'37"  
CHD=N33°45'10"W  
2.56'

S56°21'45"W (RADIAL)

S56°07'31"W (RADIAL)

DOC. NO. 2019-062213

DOC. NO.  
2019-060266



SCALE: 1" = 2'

**kpff**

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**EXHIBIT B-2**

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