

Development Services

From Concept to Construction

Phone: 503-823-7300 Email: bds@portlandoregon.gov 1900 SW 4th Ave, Portland, OR 97201

More Contact Info (<http://www.portlandoregon.gov/bds/article/519984>)



APPEAL SUMMARY

Status: Decision Rendered

Appeal ID: 31476	Project Address: 3556 NW Front Ave
Hearing Date: 4/12/23	Appellant Name: Steve Bloomquist
Case No.: P-001	Appellant Phone: 971-435-2206
Appeal Type: Plumbing	Plans Examiner/Inspector: Tara Carlson, McKenzie James, Joe Blanco
Project Type: Iur	Stories: 1 Occupancy: S1&B Construction Type: Type-III-N (UBC) III-B-(IBC)
Building/Business Name: Terminal 2 Warehouse 205	Fire Sprinklers: Yes - Ceiling, dry valve fire system
Appeal Involves: other: Refer to below documentation	LUR or Permit Application No.: 23-009447-PR
Plan Submitted Option: pdf [File 1] [File 2] [File 3]	Proposed use: Mass Timber Manufacturing

APPEAL INFORMATION SHEET

Appeal item 1

Code Section 721.2

Requires Abutting Lot. Nothing contained in this code shall be construed to prohibit the use of all or part of an abutting lot, provided documentation of a legal easement for access to connect a building sewer is submitted to the Building Official.

Code Modification or Alternate Requested As an alternative to the current code, the existing storm sewer and sanitary sewer currently serve multiple properties in the proposed configuration and will remain serving multiple properties once the PLA is recorded to create Lots 1 and 2. The Bureau of Environmental Services (BES) has approved the Port's proposed concept of placing the utilities in private utility easements where the utilities serve multiple properties.

As part of future site development, the Port will record a covenant for future temporary easements related to sanitary sewer and storm as shown on the attached Proposed Utility Easement Exhibit. The easements will continue to provide for perpetual maintenance of the existing private stormwater and sanitary sewer systems on the subject site.

Proposed Design As part of future site development the Port proposes to record covenant(s) for future easements related to sanitary sewer and storm as shown on the attached Proposed Utility Easement Exhibit. The easements will continue to provide for perpetual maintenance of the existing private stormwater and sanitary sewer systems on the subject site.

Reason for alternative The existing private storm sewer and sanitary sewer currently serve multiple properties in the current configuration and will remain serving multiple properties once the PLA is complete.

This code appeal is related to leaving existing sanitary and storm sewer infrastructure in place that currently serves multiple properties and will continue to serve multiple properties after the completion of the proposed PLA. Leaving the current infrastructure in place does not adversely affect the health, accessibility, structural capacity, energy conservation, life safety, or fire protection required by the code. As part of future site development on Lot 1 or Lot 2 the Port will record a covenant for future temporary easements related to sanitary sewer and storm as shown on the attached Proposed Utility Easement Exhibit. The easement will provide for perpetual maintenance of the existing private stormwater and sanitary sewer systems on the subject site.

APPEAL DECISION

Use of covenant for future temporary easements related to sanitary sewer and storm lines with 15 foot easement and common stormwater detention system: Granted provided The easement is reviewed and approved by Bureau of Development Services prior to recording.

Note: Easement review is a separate process. The Board is not granting the use of the covenant provided by the appellant.

Appellant may contact John Butler (503 865-6427) or e-mail at John.Butler@portlandoregon.gov with questions.

The Administrative Appeal Board finds with the conditions noted, that the information submitted by the appellant demonstrates that the approved modifications or alternate methods are consistent with the intent of the code; do not lessen health, safety, accessibility, life, fire safety or structural requirements; and that special conditions unique to this project make strict application of those code sections impractical.

Pursuant to City Code Chapter 24.10, you may appeal this decision to the Building Code Board of Appeal within 90 calendar days of the date this decision is published. For information on the appeals process, go to www.portlandoregon.gov/bds/appealsinfo, call (503) 823-6251 or come in to the Development Services Center.

After recording return to:

City of Portland Bureau of Development Services
1900 SW Fourth Avenue, Suite 5000
Portland, OR 97201
File Number: **23-009447-PR**

Port of Portland
Office of General Counsel
Attn: Kristina Kelchner
7200 NE Airport Way
Portland, OR 97218

**DECLARATION OF PRIVATE SANITARY SEWER MAINTENANCE AGREEMENT AND
COVENANT OF FUTURE EASEMENT**

RECITALS

1. The Port of Portland (“Declarant”) is the owner of the land described on the Attached Exhibit A, commonly known as Terminal 2 and addressed as 3060-3556 NW Front Avenue within the City of Portland, Oregon. Declarant has submitted an application to the City of Portland for a Property Line Adjustment to adjust the existing property line between two Declarant properties at Terminal 2, Lot 1 and Lot 2 described in Section 2 below.
2. A sanitary sewer line serving Lot 1 runs over a portion of Lot 2.
3. Declarant desires to enter into an agreement to create a “Declaration of Private Sanitary Sewer Maintenance Agreement and Covenant to Record Future Easement” for the sewer line and to establish rules and regulations to govern the use, maintenance, and repair of the easement. It is the Declarants intent to encumber a portion of Lot 2 to benefit Lot 1 for sewer purposes..
4. Declarant desires to enter into a maintenance agreement for the private sewer line serving Lot 1 and running over a portion of Lot 2.
5. Declarant and City of Portland (City) desire to clarify Declarant’s responsibilities with regard to the easement and maintenance agreement.

AGREEMENT

1. PURPOSE OF THE AGREEMENT.

The purpose of this agreement is to provide for the use of the private sewer system by the owner of the Lot 1 described in Section 2 of this Agreement and the perpetual maintenance of the private sewer system by the owner of Lot 2 described in Section 2 of this Agreement.

2. LEGAL DESCRIPTIONS

- Lot 1 and Lot 2 are legally described in **Exhibit “A”**.
- **“Exhibit “B”** describes the exact location of the sewer easement.
- **“Exhibit C”** depicts the easement area.

3. DURATION AND NATURE OF AGREEMENT

This agreement shall continue in perpetuity. This agreement is intended to and does attach to and run with the land affected herein. This agreement is binding on the undersigned landowner, Port of Portland and all persons claiming under them. It is the intent of Declarant to create a continuing obligation and right on the part of himself and subsequent owners of the subject land.

4. TYPE OF EASEMENT

The easement created by this grant and agreement is an easement appurtenant, not an easement in gross.

5. RELATIONSHIP TO OTHER EASEMENTS OR ENCUMBRANCES

This easement is granted subject to all prior easements or encumbrances of record.

6. ACCEPTANCE OF TERMS; DEED

By acceptance of the deed to their property, future owners of Lot 1 and Lot 2 become parties to and are bound by this agreement whether or not expressly stated in their deed.

7. OWNERSHIP AND COVENANT TO RECORD FUTURE EASEMENT

Declarant is the owner of the sewer system improvements. If Declarant transfers the property described as Lot 1 and Lot 2 so that the owners of the property are different, then the subsequent owner of the property described as Lot 1 shall have an easement for sanitary sewer purposes over the property described as Lot 2. Declarant, and the Declarant's successors and assigns, covenant that the property described as Lot 2 shall be encumbered with an easement for the benefit of Lot 1 for sanitary sewer purposes if and when Lot 1 and Lot 2 are sold or transferred separate from one another.

8. MAINTENANCE

The owner of Lot 2 shall be responsible for the perpetual maintenance of the private sewer line. If, however, the act of the owner of either Lot 1 or Lot 2, or the act of a guest, invitee,

licensee, contractor, or agent of either owner causes damage, the owner causing the damage shall be responsible for the entire cost of the repair. The sewer line shall be maintained to continuously comply with the Oregon Plumbing Specialty Code, and any other regulations made applicable in the future by any governmental body.

No owner shall place upon or over any easement for sewer purposes, any improvement, planting or other materials which would interfere with the maintenance or operation of the sewer system. Landscaping having a root system which will not damage the pipes may be placed on the easement and the replacement of landscaping shall be included in the cost of any maintenance work.

9. INDEMNIFICATION

Port of Portland or any future owners of the sewer system shall hold harmless defend and indemnify the City of Portland and the City's officers, agents and employees against all claims, demands, actions and suits, including attorney's fees and costs brought against any of them arising solely out of the failure to properly design, locate, construct or maintain the sewer system which is subject to this agreement.

10. NOTICE

Any notice, demand, or report required under this agreement shall be sent to each owner in care of the street address of his lot, or in the event the owner does not reside on the said property, in care of the current property tax notification address of the property with a copy to the Port of Portland below; provided, however that an owner can change their notification address by written notice to each other owner. Any required notice or demand shall be made by hand delivery or certified mail, and shall be deemed received on actual receipt or 48 hours after being mailed, whichever first occurs.

Port of Portland
Office of General Counsel
Attn: Kristina Kelchner
7200 NE Airport Way
Portland, OR 97218

11. TERMINATION

The Declarant and subsequent owners or assigns may not modify, withdraw from, or dissolve this agreement without the written approval of the City of Portland. If this agreement is a condition of the approval of a division of property, the City of Portland may require such condition to be modified before permitting this agreement to be dissolved or before permitting a party to withdraw from this agreement.

12. MAINTENANCE OBLIGATIONS AND ARBITRATION

Owners and their successors in interest agree to maintain and repair the easement at their own expense according to the terms set forth in this agreement. Following any repair or maintenance, Owners will return the easement to the same condition it was in prior to the repair or maintenance. All maintenance and repairs shall be completed within a reasonable period of time.

Any damage to the easement or the sewer line due to the intentional, negligent or abnormal use by any party, or the party's agents, invitees or independent contractors shall be the responsibility of that party and shall be repaired at that party's sole expense.

13. DEFINITIONS

- a. Maintenance means any work required to keep the improvement in compliance with all applicable governmental regulations and the terms of this agreement including cleaning, repairs, reconstruction and replacement.
- b. Private sewer means a building sewer that receives the discharge from more than one (1) building drain and conveys it to the public sewer, private sewage disposal system, or other point of disposal.

14. CONSIDERATION

Part of the consideration for the execution of this easement is to provide for compliance with Oregon Plumbing Specialty Code Sections 307 and 721 (2021 Edition), which provide that private sewers may not be located on property lots other than the lot which is the site of the building or structure served by the sewer, unless an easement is provided in a form that is acceptable to the City of Portland as the authority having jurisdiction. The parties agree that the City of Portland is an intended third party beneficiary of this easement, and that the easement may not be modified, amended, or dissolved without the prior written approval of the City of Portland.

15. GOVERNING LAW AND VENUE

This Declaration shall be construed according to the laws of the State of Oregon even if Oregon's choice of law rules otherwise would require application of the law of a different jurisdiction. Any litigation arising under or regarding this Declaration shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon, Portland Division. Any arbitration or other form of alternative dispute resolution arising out of this Declaration shall take place in an appropriate forum within Portland, Oregon.

16. AUTHORITY TO EXECUTE DECLARATION

The parties expressly represent and warrant that the persons executing this Declaration are duly authorized to do so. This Declaration may be executed in counterparts, and each counterpart shall have the same binding legal effect as if it were a single document containing all signatures.

17. SEVERABILITY

Each provision of this Declaration shall be independent and severable. The invalidity or partial invalidity of any provision thereof shall not affect any of the remaining portions of that or any other provision of this Declaration.

By: _____
Port of Portland

Notary Public for Oregon
My Commission Expires:_____

(printed name)

EXHIBIT A

LOT 1 ADJUSTED PROPERTY LINE DESCRIPTION

A TRACT OF LAND SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 20, SOUTHWEST ONE-QUARTER OF SECTION 21, NORTHWEST ONE-QUARTER OF SECTION 28 AND NORTHEAST ONE-QUARTER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON BEING A PORTION OF PARCELS 12 & 13 IN THAT PORT OF PORTLAND BARGAIN & SALE DEED, RECORDED DECEMBER 31, 1970 IN DEED BOOK 766, PAGE 910 MULTNOMAH COUNTY DEED RECORDS, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A 4-1/4 INCH DIAMETER BRASS DISK IN A CONCRETE SIDEWALK, AT THE MEANDER CORNER COMMON TO SECTIONS 19 & 20, TOWNSHIP 1 NORTH, RANGE 1 EAST AND SHOWN IN MULTNOMAH COUNTY BT BOOK "H", PAGE 711; THENCE SOUTH 60°33'04" EAST, 5,350.76 FEET TO A 1-1/2 INCH DIAMETER ALUMINUM CAP STAMPED "PETTIJOHN ENGR CO INC" AT AN ANGLE POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF NW FRONT AVENUE, 50.00 FEET FROM CENTERLINE, AND THE **TRUE POINT OF BEGINNING**; THENCE, ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF NW FRONT AVENUE, NORTH 53°51'29" WEST, 170.84 FEET TO THE MOST SOUTHERLY CORNER OF THAT DEED RECORDED MARCH 21, 2013 IN DOCUMENT No.2013-038655, MULTNOMAH COUNTY DEED RECORDS; THENCE, ALONG THE SOUTHEASTERLY LINE THEREOF, NORTH 31°31'46" EAST, 85.42 FEET TO THE ORDINARY HIGH WATERLINE OF THE WILLAMETTE RIVER; THENCE, LEAVING SAID SOUTHEASTERLY LINE AND RUNNING ALONG THE ORDINARY HIGH WATERLINE THE FOLLOWING TWELVE (12) COURSES: 1) SOUTH 28°20'47" EAST, 109.04 FEET; 2) NORTH 72°32'46" EAST, 17.74 FEET; 3) NORTH 39°18'28" EAST, 172.15 FEET; 4) NORTH 36°50'15" EAST, 241.14 FEET; 5) NORTH 56°59'58" EAST, 74.74 FEET; 6) NORTH 27°05'23" EAST, 90.22 FEET TO A POINT UNDER THE TERMINAL 2 DOCK STRUCTURE; 7) THENCE CONTINUING ALONG THE ORDINARY HIGH WATERLINE AND UNDER THE EXISTING DOCK STRUCTURE, NORTH 43°48'15" EAST, 131.78 FEET; 8) SOUTH 62°23'35" EAST, 347.18 FEET; 9) SOUTH 47°09'42" EAST, 615.97 FEET; 10) NORTH 76°08'37" EAST, 42.22 FEET; 11) SOUTH 46°59'00" EAST 1,261.94 FEET; 12) SOUTH 38°17'39" EAST, 178.14 FEET; THENCE, DEPARTING SAID ORDINARY HIGH WATERLINE, SOUTH 43°51'35" WEST, 44.75 FEET TO THE NORTHEASTERLY DEED LINE OF DOLAN AND COMPANY, LLC, RECORDED MAY 31, 2005 IN DOCUMENT No.2013-055912, MULTNOMAH COUNTY DEED RECORDS; THENCE, ALONG SAID NORTHEASTERLY LINE, NORTH 38°17'39" WEST, 181.32 FEET TO THE MOST NORTHERLY CORNER THEREOF; THENCE, LEAVING SAID NORTHEASTERLY LINE, NORTH 44°00'20" EAST, 19.26 FEET; THENCE NORTH 46°59'00" WEST, 1,231.39 FEET TO A POINT OF CURVATURE; THENCE 24.82 FEET ALONG THE ARC OF A 25.00-FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE SOUTH, THROUGH A CENTRAL ANGLE OF 56°52'21" (THE LONG CHORD BEARS NORTH 75°25'11" WEST, 23.81 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 76°08'37" WEST, 15.15 FEET TO A POINT OF CURVATURE; THENCE 24.74 FEET

ALONG THE ARC OF A 25.00-FOOT RADIUS CURVE TO THE RIGHT, CONCAVE TO THE NORTH, THROUGH A CENTRAL ANGLE OF 56°41'41" (THE LONG CHORD BEARS NORTH 75°30'33" WEST, 23.74 FEET) TO A POINT OF TANGENCY; THENCE NORTH 47°09'42" WEST, 612.38 FEET; THENCE SOUTH 71°18'22" WEST, 180.67 FEET; THENCE SOUTH 41°57'38" WEST, 531.12 FEET; THENCE SOUTH 53°09'07" WEST, 119.66 FEET; THENCE SOUTH 16°30'16" WEST, 55.00 FEET TO THE NORTHEASTERLY LINE OF SAID NW FRONT AVENUE; THENCE, ALONG SAID NORTHEASTERLY LINE, NORTH 47°12'10" WEST, 150.10 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 6.146 ACRES MORE OR LESS.

THE BEARINGS IN THIS DESCRIPTION ARE BASED UPON MULTNOMAH COUNTY SURVEY NO. 47965.



DIGITALLY SIGNED



EXP: 6/30/2024

LOT 2 ADJUSTED PROPERTY LINE DESCRIPTION

A TRACT OF LAND SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 20, SOUTHWEST ONE-QUARTER OF SECTION 21, NORTHWEST ONE-QUARTER OF SECTION 28 AND NORTHEAST ONE-QUARTER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON BEING A PORTION OF PARCELS 12 & 13 IN THAT PORT OF PORTLAND BARGAIN & SALE DEED, RECORDED DECEMBER 31, 1970 IN DEED BOOK 766, PAGE 910 MULTNOMAH COUNTY DEED RECORDS, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A 4-1/4 INCH DIAMETER BRASS DISK IN A CONCRETE SIDEWALK, AT THE MEANDER CORNER COMMON TO SECTIONS 19 & 20, TOWNSHIP 1 NORTH, RANGE 1 EAST AND SHOWN IN MULTNOMAH COUNTY BT BOOK "H", PAGE 711; THENCE SOUTH 60°33'04" EAST, 5,350.76 FEET TO A 1-1/2 INCH DIAMETER ALUMINUM CAP STAMPED "PETTIJOHN ENGR CO INC" AT AN ANGLE POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF NW FRONT AVENUE, 50.00 FEET FROM CENTERLINE; THENCE, ALONG SAID NORTHEASTERLY LINE, SOUTH 47°12'10" EAST, 150.10 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE, DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE, NORTH 16°30'16" EAST, 55.00 FEET; THENCE NORTH 53°09'07" EAST, 119.66 FEET; THENCE NORTH 41°57'38" EAST, 531.12 FEET; THENCE NORTH 71°18'22" EAST, 180.67 FEET; THENCE SOUTH 47°09'42" EAST, 612.38 FEET TO A POINT OF CURVATURE; THENCE 24.74 FEET ALONG THE ARC OF A 25.00-FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE NORTH, THROUGH A CENTRAL ANGLE OF 56°41'41" (THE LONG CHORD BEARS SOUTH 75°30'33" EAST, 23.74 FEET) TO A POINT OF TANGENCY; THENCE NORTH 76°08'37" EAST, 15.15 FEET TO A POINT OF CURVATURE; THENCE 24.82 FEET ALONG THE ARC OF A 25.00-FOOT RADIUS CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, THROUGH A CENTRAL ANGLE OF 56°52'21" (THE LONG CHORD BEARS SOUTH 75°25'11" EAST, 23.81 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 46°59'00" EAST, 1,231.39 FEET; THENCE SOUTH 44°00'20" WEST, 19.26 FEET TO THE MOST NORTHERLY CORNER OF THAT PROPERTY DESCRIBED IN DEED TO DOLAN AND COMPANY, LLC, RECORDED MAY 13, 2005 IN DOCUMENT No.2005-055912, MULTNOMAH COUNTY DEED RECORDS; THENCE, ALONG THE NORTHWESTERLY LINE THEREOF, SOUTH 44°00'20" WEST, 433.43 FEET TO AN ANGLE POINT IN SAID LINE; THENCE, CONTINUING ALONG SAID NORTHWESTERLY LINE, SOUTH 31°13'15" WEST, 443.27 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID NW FRONT AVENUE; THENCE, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, NORTH 47°12'10" WEST, 622.84 FEET TO THE MOST SOUTHERLY CORNER OF THAT PROPERTY DESCRIBED IN PARCEL 26 OF THAT PORT OF PORTLAND DEED, RECORDED DECEMBER 31, 1970 IN DEED BOOK 766, PAGE 919, MULTNOMAH COUNTY DEED RECORDS; THENCE, DEPARTING SAID RIGHT OF WAY LINE AND RUNNING ALONG THE OUTBOUNDS OF SAID PORT OF PORTLAND PARCEL 26 THE FOLLOWING THREE (3) COURSES: 1) NORTH 42°47'36" EAST, 91.05 FEET; 2)

NORTH 47°07'26" WEST, 385.45 FEET; 3) SOUTH 42°47'36" WEST, 91.58 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID NW FRONT AVENUE; THENCE ALONG SAID RIGHT OF WAY LINE, NORTH 47°12'10" WEST, 1,040.71 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 39.179 ACRES MORE OR LESS.

THE BEARINGS IN THIS DESCRIPTION ARE BASED UPON MULTNOMAH COUNTY SURVEY NO. 47965.



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EXP: 6/30/2024

EXHIBIT B

SANITARY SEWER EASEMENT FOR THE BENEFIT OF LOT 1

A 15.00-FOOT STRIP OF LAND SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 20, SOUTHWEST ONE-QUARTER OF SECTION 21 AND THE NORTHEAST ONE-QUARTER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON BEING A PORTION OF PARCEL 13 IN THAT PORT OF PORTLAND BARGAIN & SALE DEED, RECORDED DECEMBER 31, 1970 IN DEED BOOK 766, PAGE 910 MULTNOMAH COUNTY DEED RECORDS, LYING 7.50 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A 1-1/2 INCH DIAMETER ALUMINUM CAP STAMPED "PETTIJOHN ENGR CO INC" AT AN ANGLE POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF NW FRONT AVENUE, 50.00 FEET FROM CENTERLINE; THENCE, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, SOUTH 47°12'11" EAST, 302.83 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE, DEPARTING SAID RIGHT OF WAY LINE, NORTH 31°30'05" EAST, 84.54 FEET; THENCE NORTH 43°34'25" EAST, 665.89 FEET; THENCE NORTH 82°33'42" EAST, 22.21 FEET TO **POINT "A"**; THENCE SOUTH 46°56'36" EAST, 528.47 FEET; THENCE NORTH 43°03'00" EAST, 93.00 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF PROPOSED PROPERTY LINE ADJUSTMENT LOT 1 AND THE **POINT OF TERMINUS**.

TOGETHER WITH A 15.00-FOOT WIDE STRIP OF LAND, LYING 7.50 FEET ON BOTH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE PREVIOUSLY DESCRIBED **POINT "A"**; THENCE NORTH 38°13'32" WEST, 124.23 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF PROPOSED PROPERTY LINE ADJUSTMENT LOT 1 AND THE **POINT OF TERMINUS**.

TOTAL AREA CONTAINING 22,648 SQUARE FEET MORE OR LESS.

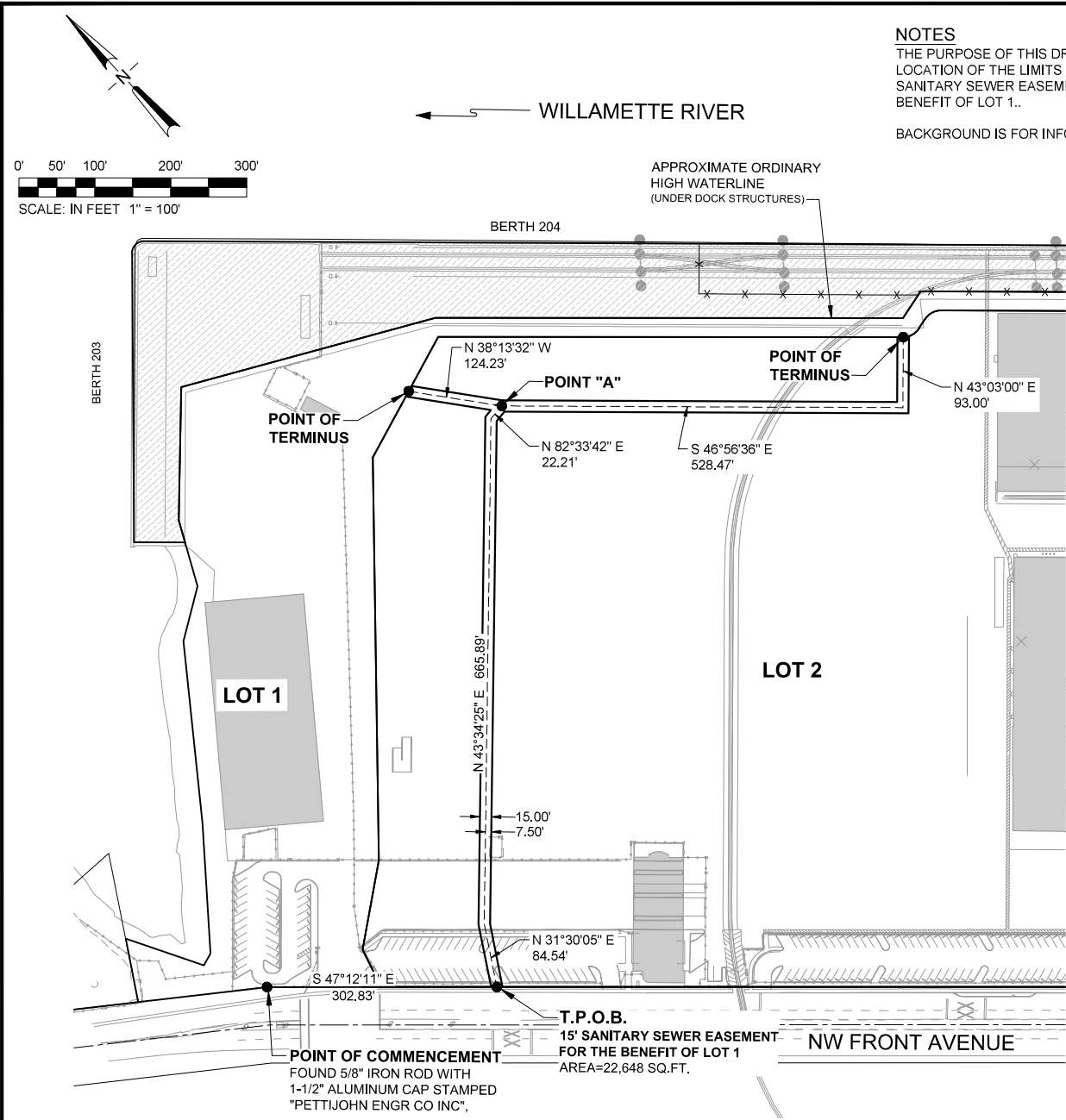
THE BEARINGS IN THIS DESCRIPTION ARE BASED UPON MULTNOMAH COUNTY SURVEY NO. 47965.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED

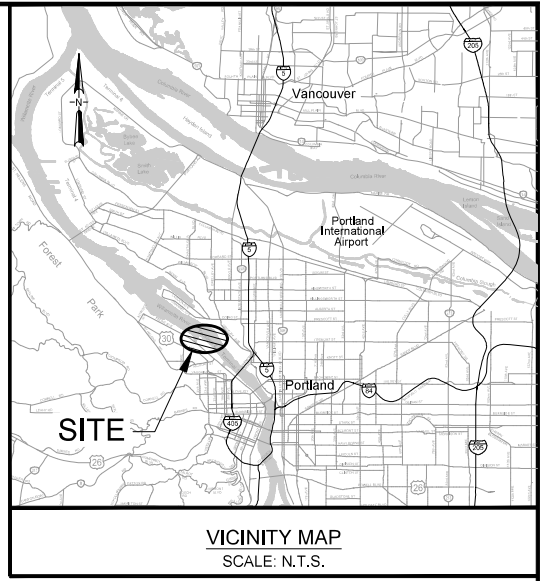
OREGON
JULY 25, 1995
CHRISTOPHER M. VANDERWERF
2719

EXP: 6/30/2024



NOTES
THE PURPOSE OF THIS DRAWING IS TO SHOW THE LOCATION OF THE LIMITS OF THE 15.00-FOOT WIDE SANITARY SEWER EASEMENT CROSSING LOT 2 FOR THE BENEFIT OF LOT 1..

BACKGROUND IS FOR INFORMATION PURPOSES ONLY.



SANITARY SEWER EASEMENT FOR THE BENEFIT OF LOT 1

A 15.00-FOOT STRIP OF LAND SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 20, SOUTHWEST ONE-QUARTER OF SECTION 21 AND THE NORTHEAST ONE-QUARTER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON BEING A PORTION OF PARCEL 13 IN THAT PORT OF PORTLAND BARGAIN & SALE DEED, RECORDED DECEMBER 31, 1970 IN DEED BOOK 766, PAGE 910 MULTNOMAH COUNTY DEED RECORDS, LYING 7.50 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A 1-1/2 INCH DIAMETER ALUMINUM CAP STAMPED "PETTIJOHN ENGR CO INC" AT AN ANGLE POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF NW FRONT AVENUE, 50.00 FEET FROM CENTERLINE; THENCE, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, SOUTH 47°12'11" EAST, 302.83 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE, DEPARTING SAID RIGHT OF WAY LINE, NORTH 31°30'05" EAST, 84.54 FEET; THENCE NORTH 43°34'25" EAST, 665.89 FEET; THENCE NORTH 82°33'42" EAST, 22.21 FEET TO **POINT "A"**; THENCE SOUTH 46°56'36" EAST, 528.47 FEET; THENCE NORTH 43°03'00" EAST, 93.00 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF PROPOSED PROPERTY LINE ADJUSTMENT LOT 1 AND THE **POINT OF TERMINUS**.

TOGETHER WITH A 15.00-FOOT WIDE STRIP OF LAND, LYING 7.50 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE PREVIOUSLY DESCRIBED **POINT "A"**; THENCE NORTH 38°13'32" WEST, 124.23 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF PROPOSED PROPERTY LINE ADJUSTMENT LOT 1 AND THE **POINT OF TERMINUS**.

TOTAL AREA CONTAINING 22,648 SQUARE FEET MORE OR LESS.

THE BEARINGS IN THIS DESCRIPTION ARE BASED UPON MULTNOMAH COUNTY SURVEY NO. 47965.

PRINTED: 3/30/2023 9:31:01 AM VANDEC r:\survey\202021_sant2 prospect\autocad\2 pla brdy rotated to basis of bearings\2 pla easement exhibits.dwg

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City of Portland, Oregon
Bureau of Development Services
Land Use Services
FROM CONCEPT TO CONSTRUCTION

Carmen Rubio, Commissioner
Rebecca Esau, Director
Phone: (503) 823-7310
TTY: (503) 823-6868
www.portland.gov/bds

PROPERTY LINE ADJUSTMENT CHECKSHEET

DATE: March 10, 2023

TO: Steve Bloomquist
Port of Portland
7200 NE Airport Way
Portland, OR 97218

FROM: Sean Williams, City Planner
(503) 865-6441
Sean.Williams@portlandoregon.gov

RE: **23-009447-PR** - Property Line Adjustment at 3556 NW Front Avenue

Please note that you must respond to this checksheet within 180 days or this application will be voided. Fees will not be refunded for voided applications (ENB-13.25). All lot confirmation and/or property line adjustment applications require an additional fee per checksheet when more than two checksheets are needed to complete the application. This is checksheet number 1. Please refer to the [current fee schedule](#) for more information.

The items listed below must be addressed and/or submitted before the property line adjustment can be completed:

- ☐ **Survey & Legal Descriptions:** Please provide a survey and legal descriptions that are signed by the registered surveyor. In addition, it is my understanding that "Parcel 26, Book 766, Page 919 (12-31-1970)" is not proposed to be confirmed as a part of this review. Therefore, please remove this parcel from the survey.
- ☐ **Building Code:** A building located on Tract 2 doesn't meet applicable fire separation requirements in relation to the adjusted property line. See attached Life Safety Plans Examiner response for details regarding addressing applicable building code requirements.
- ☐ **Access Easement:** A drive aisle associated with the westernmost parking lot on Tract 2 will be accessible from a curb cut over Tract 1 after the PLA. Therefore, a covenant to record future access easement will be required prior to approval of this review. A template covenant has been provided for your use. Please return a copy for review prior to recording.
- ☐ **Services (33.677.300.F):** The adjustment of the property line will not eliminate the availability of services to the properties and the properties will not move out of conformance with service bureau requirements for water, sanitary sewage disposal, and stormwater management. Adjustments are prohibited. The Bureau of Environmental Services (Emma Kohlsmith, 503-823-8427, Emma.Kohlsmith@portlandoregon.gov) requires additional information prior to approval of the PLA:

SANITARY: There is a public 15-inch sanitary-only sewer in NW Front Avenue (BES as-built # 22276).

For the PLA to be approved, the applicant must demonstrate that the adjustment of the property line will not eliminate the availability of sanitary services and the properties will not move out of conformance with BES requirements for sanitary sewage disposal. Based on the submitted site plan, the existing sanitary system is currently split between two systems, one serving the eastern portion of the site and one serving the western portion. To meet the PLA approval criteria related to sanitary service, the following will be required:

1. For the eastern sanitary system, the small segment of sanitary pipe that extends onto Lot 1 from Lot 2 must be retrofitted so that it no longer extends onto Lot 1. Once this portion of pipe is removed, this sanitary system will not be shared with Lot 1, therefore no sanitary sewer easement for Lot 1 will be needed. This system must be retrofitted prior to PLA approval, with necessary permits finalized.
2. For the western sanitary system, the proposed PLA will result in this sanitary sewer system being shared between Lot 1 and Lot 2. BES will allow temporary sanitary sewer easements to be recorded to cover the existing system. The proposed easement locations are acceptable to BES. The applicant will need to work with BDS to record a covenant for future temporary easement. BES will review this easement prior to recording. Also note that a plumbing code appeal is likely required for this shared sanitary system. Please coordinate with BDS.

Note that any future development on Lot 1 will be required to connect to the public sanitary sewer within the frontage of proposed Lot 1 no connections into the shared system will be allowed for future development on Lot 1.

STORM: There is a public 24 to 48-inch CSP storm-only sewer in NW Front Avenue (BES as-built # 19V-050).

For the PLA to be approved, the applicant must demonstrate that the adjustment of the property line will not eliminate the availability of storm services to the properties and the properties will not move out of conformance with service bureau requirements for stormwater management.

The proposed PLA does not eliminate the availability of storm service to the lots. Both lots will continue to have access to the storm-only sewer in NW Front Ave. However, with the proposed PLA, Lot 2 will no longer have direct access to the river (without easements as discussed below), which is the current disposal location for stormwater from this site.

Per the submitted plans, the stormwater system is already being shared across property lines. However, the proposed PLA will worsen this existing condition. To meet the PLA approval criteria related to stormwater, the following will be required:

1. The applicant will need to delineate easements and ensure that a maintenance agreement is in place for the shared stormwater system. BES has provided comments regarding the proposed easements on the proposed easement PDF (provided via email and attached under the attachments tab). It's likely that a BDS Plumbing Code Appeal is required for the shared private stormwater system. Please coordinate with the BDS planner to discuss easements, maintenance agreements and plumbing code appeals.

(For informational purposes only)

BES SEWER EASEMENTS AND ENCROACHMENTS: Three sewer easements granted to the City of Portland exist on this site. A 30-foot easement exists over the 36 to 48-inch storm-only sewer that crosses the western tip of this property. The other two easements are 12-ft

and 20-ft wide but do not appear to cover any existing BES-owned infrastructure. BES may be willing to release these two easements if we can confirm that no infrastructure exists within them. Please contact the reviewer identified above to discuss quitclaiming these easements.

Be aware that sewer easements grant certain rights to the City of Portland related to constructing, maintaining, and/or accessing public sewer infrastructure. Features or activities that would interfere with the City's granted rights are considered unauthorized encroachments. In evaluating a proposed encroachment, administrative rule ENB-4.07 establishes that BES will balance the need for the encroachment against the repair and maintenance needs of that sewer. Examples of features or activities that may be limited or prohibited, depending on the easement, include building construction, utility installation or maintenance, material storage, grading, fence installation, and tree planting. BES staff review for possible easement encroachments as authorized by PCC 17.32.040.B during land use and/or building permit review. BES may deny a request to encroach, approve the request, or approve the request with conditions. If the encroachment is approved, the City will obtain an executed and recorded encroachment agreement with the property owner to satisfy the authorization requirement in PCC 17.32.030.A.2.

The following information is included about future development for your information only, no action required:

- **Water:** No issue with the proposed PLA & Confirmation. Water is available to Lot 1 & lot 2 from the 12" CI water main in NW Front Ave. The site is currently served through a 4" meter on a 4" service, and an 8" fire line. At the time of permit review, you should be aware of the following:
 1. The existing services are non-conforming for Lot 1 and Lot 2 as they are in the frontage of another lot. Separate services and meters will be required for development on the individual lots, regardless of lot ownership.
 2. New commercial development with no residential use and having permanent irrigated areas of 1,000 square feet or more, are required to have a separate water meter for irrigation use. The requirement only applies to permanent irrigation services intended to remain longer than 24 months.

Michael Puckett, 503-865-6374, michael.puckett@portlandoregon.gov



City of Portland, Oregon - Bureau of Development Services

1900 SW Fourth Avenue • Portland, Oregon 97201 | 503-823-7300 | www.portland.gov/bds



To: Sean Williams
From: Tara Carlson, Life Safety Plans Examiner
Date: February 27, 2023
RE: 3556 NW FRONT AVE, 23-009447-PR

LIFE SAFETY PLAN REVIEW RESPONSE

The following comments are based on the plans and documents provided to the Life Safety Plan reviewer. They are intended to provide the applicant with preliminary Building Code information that could affect the Land Use Review, Public Records request and/or future Building Permit reviews. The comments may not identify all conflicts between the Land Use proposal and the Building Codes. A complete Life Safety plan review will be provided at the time of Building Permit submittal at which time any additional Building Code issues will be noted. The comments are based on the Oregon Structural Specialty Code (OSSC), the International Existing Building Code (IEBC), the Oregon Mechanical Specialty Code (OMSC), or the Oregon Residential Specialty Code (ORSC).

RESPONSE SUMMARY

- ☒ Life Safety Plan Review does not object to the approval of this proposal. The applicant should be aware that several building code requirements may impact the final design of this building. For information regarding future compliance, see the **GENERAL LIFE SAFETY COMMENTS** below.
- ☐ Life Safety Plan Review does not object to the approval of this proposal. This approval is conditional on the finalization of the property line adjustment approved through this LUR/PR. If this public record is not finalized, a Covenant Not to Sell the Properties Separately must be established for this project. For information regarding future compliance, see the **GENERAL LIFE SAFETY COMMENTS** below.
- ☐ Life Safety Plan Review does not object to the approval of this proposal. Prior to Life Safety approval of the final plat or Land Use proposal, the applicant must address the Building Code issues listed as part of the **GENERAL LIFE SAFETY COMMENTS** below.
- ☐ Life Safety Plan Review cannot support approval of the current Land Use proposal. Prior to Life Safety approval of the final plat, the applicant must address the Building Code issues listed as part of the **GENERAL LIFE SAFETY COMMENTS** below.

Item #	GENERAL LIFE SAFETY COMMENTS
1	Building Permit Required - A separate Building Permit is required for the work proposed and the proposal must be designed to meet all applicable building codes and ordinances. Information about submitting a permit application request is available online at https://www.portland.gov/bds/permit-review-process/apply-or-pay-permits .
2	Options for Compliance - If existing building or buildings are shown to be out of compliance with the Building Code once the fire separation distance has been reduced, the existing building(s) will need to be brought into conformance. The following three options are available to bring the building into code conformance. <ul style="list-style-type: none">• Option 1: Covenant Not to Sell Properties Separately• Option 2: Building Code Appeal with "No Build" Easement at property line• Option 3: Building Permit to modify existing structures to meet code requirements Please see Property Line Adjustment Options for more information.

3	<p>Fire Rated Exterior Walls - Most occupancy groups and construction types require exterior walls less than 30 feet to a property line to have 1-hour fire-rated construction. Please verify required wall rating based on Table 602.</p> <ul style="list-style-type: none"> • Exterior walls located less than or equal to 10 feet to a property line must be 1-hour fire-rated for exposure to fire from both sides. • Exterior walls located more than 10 feet to a property line must be 1-hour fire-rated for exposure to fire from the inside only. (OSSC 602.1, 705.5)
4	<p>Opening Allowances - Openings in exterior walls less than 3 feet to a property line are not allowed. Unprotected openings in exterior walls less than 5 feet to a property line are not allowed in an un-sprinklered building. (OSSC 705.8)</p>

COMMERCIAL PROPERTY LINE ADJUSTMENT/ LOT CONFIRMATION OPTIONS (Item #2 above.)

OPTION 1: COVENANT NOT TO SELL PROPERTIES SEPARATELY

- Where one owner owns two properties that depend on each other to meet Building Code requirements
- The properties connected must have identical ownership to be combined by a covenant.
- Requires owner to bring buildings up to code in effect at the time the parcels are sold separately
- City must provide written approval for properties to be sold separately
- Applicant must file "Authorization to Remove Covenant Not to Sell Properties Separately" that must be recorded and signed by both BDS and the Fire Marshal's Office.

OPTION 2: BUILDING CODE APPEAL WITH "NO-BUILD" EASEMENT AT PROPERTY LINE

- A future "No-Build" easement is imposed on the property adjacent to the existing structure. This easement restricts future development on that portion of the lot, and therefore guarantees the fire separation between the current, non-fire-rated structure and future structures.
- The no-build easement is typically wide enough to meet fire separation distance requirements for the existing building. An assumed property line is usually established at the outer edge of the no-build easement.
- Since the easement option is not allowed outright in the code, a building code appeal is required in order to approve it. Information about the building code appeal process is available online at <http://www.portlandonline.com/bds/index.cfm?c=34196>.
- The documentation submitted for the appeal should include a site plan, wall section drawing showing the location of the wall and eave in relation to the proposed and imaginary property lines, a legal description of the parcels and the no-build easement area and a completed draft easement.
- As part of the appeal, the board will verify the draft easement provided is acceptable, and that the width of the easement will meet the intent of the code for separation between structures.
- A draft Easement will be provided after the appeal is granted. After the draft has been revised by the applicant and signed by the Life Safety staff, it will be returned to the applicant to be recorded with Multnomah County.
- Once the easement is recorded, the applicant must submit the following to the Planner assigned to the project:
 - the approved appeal,
 - the recorded easement,

- site plan and legal description.
- The Planner will notify the Life Safety plans examiner, who will then complete the Life Safety portion of the lot confirmation.

OPTION 3: BUILDING PERMIT TO MODIFY EXISTING STRUCTURES TO MEET CODE REQUIREMENTS

- This option requires a building permit showing how the existing construction will be modified to comply with the building code requirements. Building components that may require adjustment through permit may include but are not necessarily limited to:
 - Building Area allowances based on construction type, sprinkler type and frontage increases. (OSSC 506.2).
 - Wall rating requirements at the south wall based on fire separation distance, construction type and occupancy type (OSSC 602).
 - Projection allowances based on fire separation distance (OSSC 705.2)
 - Percentage of opening allowances at the wall based on fire separation distance and sprinkler system. (OSSC 705.8)
 - Egress Court Width and Fire Ratings (OSSC 1028.4)
 - Exterior Stair Fire Ratings (OSSC 1027.5 and 1027.6)
- To apply for the building permit, prepare drawings that show these improvements. The permit set will must convey enough information to allow for a full analysis of the building. Minimally it must contain a building code analysis, a site plan, building plan, egress plans, and a building wall section showing specific conditions and identifying all components required to meet the building code. All drawings are required to be to scale and fully dimensioned.
- To apply for the building permit, bring a complete building permit Application (<http://www.portlandoregon.gov/bds/article/71706>), along with 4 copies of the drawing set to the Development Services Center at 1900 SW 4th Ave. See the website for hours (<http://www.portlandoregon.gov/bds>).
- Once the permit has been issued, construction may begin. Call for Inspections as work proceeds.
- When work is completed, and the Final Inspection has been approved, you should notify the planner assigned to this project that the building permit has been finalized and identify the permit number.
- The Planner will notify the Life Safety plans examiner, who will then complete the Life Safety portion of the lot confirmation.

After Recording Return Copy to:

City of Portland Bureau of Development Services
1900 SW Fourth Avenue, Suite 5000
Portland, OR 97201
File Number: **23-009447-PR**

Port of Portland
Office of General Counsel
Attn: Kristina Kelchner
7200 NE Airport Way
Portland, OR 97218

DECLARATION OF PRIVATE STORMWATER FACILITIES MAINTENANCE AGREEMENT AND COVENANT TO CONVEY FUTURE EASEMENT

Declarant is the owner of the property described herein, and hereby declares as follows:

RECITALS

1. The Port of Portland (“Declarant”) is the owner of the land described in Section 2 below, commonly known as Terminal 2 and addressed as 3060-3556 NW Front Avenue within the City of Portland, Oregon. Declarant has submitted an application to the City of Portland for a Property Line Adjustment to adjust the existing property line between two Declarant properties at Terminal 2, Lot1 and Lot 2.
2. Lot 1 and Lot 2 contain existing private stormwater conveyance facilities that ultimately discharge stormwater from both Lot 1 and Lot 2 to the Willamette River. Stormwater on Lot 1 is collected within Lot 1 and flows through stormwater facilities on Lot 2 and Lot 1 to the Willamette River. Stormwater from Lot 2 is collected within Lot 2 and flows through the stormwater facilities on Lot 2 and Lot 1 to the Willamette River.
3. Declarant intends to encumber Lot 1 with an easement for private stormwater facility purposes that benefits Lot 2 and to encumber Lot 2 with an easement for private stormwater facility purposes that benefits Lot 1.
4. Declarant desires to enter into a maintenance agreement for the private stormwater disposal facilities encumbering Lots 1 and 2, as identified in Section 5 of this Agreement.
5. Declarant and City of Portland (City) desire to clarify Declarant’s responsibilities with regard to the easement and maintenance agreement.

AGREEMENT

1. PURPOSE OF THE AGREEMENT.

The purpose of this agreement is to provide for the perpetual maintenance of the private stormwater disposal facilities by the owners of the parcels described in Section 2 of this Agreement.

2. LEGAL DESCRIPTIONS.

Lot 1 and Lot 2 are legally described in **Exhibit A**. Lot 1, and any subdivisions or partitions thereof, will be amended to include a permanent private easement for the stormwater facilities from the property described as Lot 2 for the purpose of accessing the facilities. Lot 2, and any subdivisions or partitions thereof, will be amended to include a permanent private easement for the facilities from the property described as Lot 1 for the purpose of accessing the facilities.

The private stormwater facilities easements are legally described in **Exhibit B** and are depicted in **Exhibit C**.

3. DURATION AND NATURE OF AGREEMENT.

This agreement shall continue in perpetuity. This agreement is intended to and does attach to and run with the land affected herein. This agreement is binding on the undersigned landowner, Port of Portland, and all persons claiming under such landowner. It is the intent of Declarant to create a continuing obligation and right on the part of Declarant and subsequent owners of the subject land.

4. OWNERSHIP AND COVENANT TO CONVEY FUTURE EASEMENT.

Declarant is the owner of the private stormwater facility improvements. If Declarant transfers Lot 1 or Lot 2 so that the owners of Lot 1 and Lot 2 are different, then the subsequent owner of Lot 1 shall have an easement for private stormwater facility purposes over Lot 2, and the subsequent owner of Lot 2 shall have an easement for private stormwater facility purposes over Lot 1. Declarant, their successors, and assigns, covenant that Lot 1 shall be encumbered with an easement for the benefit of Lot 2 for private stormwater facility purposes and Lot 2 shall be encumbered with an easement for the benefit of Lot 1 for private stormwater facility purposes, if and when Lot 1 and Lot 2 are sold, transferred, subdivided, or partitioned separately from one another.

5. MAINTENANCE.

The owners of Lot 1 and Lot 2 are required to maintain or if necessary replace the private stormwater facilities on their respective lots and shall have access to do so in a manner least disruptive to the other Lot.

If, however, the act of an owner, or the act of a guest, invitee, licensee, contractor, or agent of an owner, causes damage to the private stormwater facilities on Lot 1 or Lot 2, that owner whose act caused the damage shall be responsible for the entire cost of the repair.

The private stormwater facilities shall be maintained to continuously comply with the State of Oregon Plumbing Specialty Code, and any other regulations made applicable in the future by any governmental body.

No owner shall place upon or over any easement for private stormwater facilities purposes, any improvement, planting, or other materials which would interfere with the maintenance or operation of the stormwater disposal system. Landscaping having a root system that will not damage the pipes or other facilities may be placed on the easement, and the replacement of landscaping shall be included in the cost of any maintenance work.

6. INDEMNIFICATION.

Port of Portland or any future owners of the stormwater system shall hold harmless, defend and indemnify the City of Portland and the City's officers, agents, and employees against all claims, demands, actions, and suits, including attorney's fees, and costs brought against any of them arising out of the failure to properly design, locate, construct or maintain the stormwater disposal system which is subject to this agreement or for damage to any property resulting from stormwater damage.

6. NOTICE.

Any notice, demand, or report required under this agreement shall be sent to each owner in care of the street address of their lot, or in the event the owner does not reside on the said property, in care of the current property tax notification address of the property with a copy to the Port of Portland at the address provided below; provided, however, that an owner can change their notification address by written notice to each other owner. Any required notice or demand shall be made by hand delivery or certified mail, and shall be deemed received on actual receipt or 48 hours after being mailed, whichever first occurs.

Port of Portland
Office of General Counsel
Attn: Kristina Kelchner
7200 NE Airport Way
Portland, OR 97218

8. TERMINATION.

SUBSCRIBED AND SWORN to before me this _____ day of _____,
_____, by _____.

Public for Oregon
My Commission expires: _____

Notary

EXHIBIT A

LOT 1 ADJUSTED PROPERTY LINE DESCRIPTION

A TRACT OF LAND SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 20, SOUTHWEST ONE-QUARTER OF SECTION 21, NORTHWEST ONE-QUARTER OF SECTION 28 AND NORTHEAST ONE-QUARTER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON BEING A PORTION OF PARCELS 12 & 13 IN THAT PORT OF PORTLAND BARGAIN & SALE DEED, RECORDED DECEMBER 31, 1970 IN DEED BOOK 766, PAGE 910 MULTNOMAH COUNTY DEED RECORDS, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A 4-1/4 INCH DIAMETER BRASS DISK IN A CONCRETE SIDEWALK, AT THE MEANDER CORNER COMMON TO SECTIONS 19 & 20, TOWNSHIP 1 NORTH, RANGE 1 EAST AND SHOWN IN MULTNOMAH COUNTY BT BOOK "H", PAGE 711; THENCE SOUTH 60°33'04" EAST, 5,350.76 FEET TO A 1-1/2 INCH DIAMETER ALUMINUM CAP STAMPED "PETTIJOHN ENGR CO INC" AT AN ANGLE POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF NW FRONT AVENUE, 50.00 FEET FROM CENTERLINE, AND THE **TRUE POINT OF BEGINNING**; THENCE, ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF NW FRONT AVENUE, NORTH 53°51'29" WEST, 170.84 FEET TO THE MOST SOUTHERLY CORNER OF THAT DEED RECORDED MARCH 21, 2013 IN DOCUMENT No.2013-038655, MULTNOMAH COUNTY DEED RECORDS; THENCE, ALONG THE SOUTHEASTERLY LINE THEREOF, NORTH 31°31'46" EAST, 85.42 FEET TO THE ORDINARY HIGH WATERLINE OF THE WILLAMETTE RIVER; THENCE, LEAVING SAID SOUTHEASTERLY LINE AND RUNNING ALONG THE ORDINARY HIGH WATERLINE THE FOLLOWING TWELVE (12) COURSES: 1) SOUTH 28°20'47" EAST, 109.04 FEET; 2) NORTH 72°32'46" EAST, 17.74 FEET; 3) NORTH 39°18'28" EAST, 172.15 FEET; 4) NORTH 36°50'15" EAST, 241.14 FEET; 5) NORTH 56°59'58" EAST, 74.74 FEET; 6) NORTH 27°05'23" EAST, 90.22 FEET TO A POINT UNDER THE TERMINAL 2 DOCK STRUCTURE; 7) THENCE CONTINUING ALONG THE ORDINARY HIGH WATERLINE AND UNDER THE EXISTING DOCK STRUCTURE, NORTH 43°48'15" EAST, 131.78 FEET; 8) SOUTH 62°23'35" EAST, 347.18 FEET; 9) SOUTH 47°09'42" EAST, 615.97 FEET; 10) NORTH 76°08'37" EAST, 42.22 FEET; 11) SOUTH 46°59'00" EAST 1,261.94 FEET; 12) SOUTH 38°17'39" EAST, 178.14 FEET; THENCE, DEPARTING SAID ORDINARY HIGH WATERLINE, SOUTH 43°51'35" WEST, 44.75 FEET TO THE NORTHEASTERLY DEED LINE OF DOLAN AND COMPANY, LLC, RECORDED MAY 31, 2005 IN DOCUMENT No.2013-055912, MULTNOMAH COUNTY DEED RECORDS; THENCE, ALONG SAID NORTHEASTERLY LINE, NORTH 38°17'39" WEST, 181.32 FEET TO THE MOST NORTHERLY CORNER THEREOF; THENCE, LEAVING SAID NORTHEASTERLY LINE, NORTH 44°00'20" EAST, 19.26 FEET; THENCE NORTH 46°59'00" WEST, 1,231.39 FEET TO A POINT OF CURVATURE; THENCE 24.82 FEET ALONG THE ARC OF A 25.00-FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE SOUTH, THROUGH A CENTRAL ANGLE OF 56°52'21" (THE LONG CHORD BEARS NORTH 75°25'11" WEST, 23.81 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 76°08'37" WEST, 15.15 FEET TO A POINT OF CURVATURE; THENCE 24.74 FEET

ALONG THE ARC OF A 25.00-FOOT RADIUS CURVE TO THE RIGHT, CONCAVE TO THE NORTH, THROUGH A CENTRAL ANGLE OF 56°41'41" (THE LONG CHORD BEARS NORTH 75°30'33" WEST, 23.74 FEET) TO A POINT OF TANGENCY; THENCE NORTH 47°09'42" WEST, 612.38 FEET; THENCE SOUTH 71°18'22" WEST, 180.67 FEET; THENCE SOUTH 41°57'38" WEST, 531.12 FEET; THENCE SOUTH 53°09'07" WEST, 119.66 FEET; THENCE SOUTH 16°30'16" WEST, 55.00 FEET TO THE NORTHEASTERLY LINE OF SAID NW FRONT AVENUE; THENCE, ALONG SAID NORTHEASTERLY LINE, NORTH 47°12'10" WEST, 150.10 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 6.146 ACRES MORE OR LESS.

THE BEARINGS IN THIS DESCRIPTION ARE BASED UPON MULTNOMAH COUNTY SURVEY NO. 47965.



DIGITALLY SIGNED



EXP: 6/30/2024

LOT 2 ADJUSTED PROPERTY LINE DESCRIPTION

A TRACT OF LAND SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 20, SOUTHWEST ONE-QUARTER OF SECTION 21, NORTHWEST ONE-QUARTER OF SECTION 28 AND NORTHEAST ONE-QUARTER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON BEING A PORTION OF PARCELS 12 & 13 IN THAT PORT OF PORTLAND BARGAIN & SALE DEED, RECORDED DECEMBER 31, 1970 IN DEED BOOK 766, PAGE 910 MULTNOMAH COUNTY DEED RECORDS, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A 4-1/4 INCH DIAMETER BRASS DISK IN A CONCRETE SIDEWALK, AT THE MEANDER CORNER COMMON TO SECTIONS 19 & 20, TOWNSHIP 1 NORTH, RANGE 1 EAST AND SHOWN IN MULTNOMAH COUNTY BT BOOK "H", PAGE 711; THENCE SOUTH 60°33'04" EAST, 5,350.76 FEET TO A 1-1/2 INCH DIAMETER ALUMINUM CAP STAMPED "PETTIJOHN ENGR CO INC" AT AN ANGLE POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF NW FRONT AVENUE, 50.00 FEET FROM CENTERLINE; THENCE, ALONG SAID NORTHEASTERLY LINE, SOUTH 47°12'10" EAST, 150.10 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE, DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE, NORTH 16°30'16" EAST, 55.00 FEET; THENCE NORTH 53°09'07" EAST, 119.66 FEET; THENCE NORTH 41°57'38" EAST, 531.12 FEET; THENCE NORTH 71°18'22" EAST, 180.67 FEET; THENCE SOUTH 47°09'42" EAST, 612.38 FEET TO A POINT OF CURVATURE; THENCE 24.74 FEET ALONG THE ARC OF A 25.00-FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE NORTH, THROUGH A CENTRAL ANGLE OF 56°41'41" (THE LONG CHORD BEARS SOUTH 75°30'33" EAST, 23.74 FEET) TO A POINT OF TANGENCY; THENCE NORTH 76°08'37" EAST, 15.15 FEET TO A POINT OF CURVATURE; THENCE 24.82 FEET ALONG THE ARC OF A 25.00-FOOT RADIUS CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, THROUGH A CENTRAL ANGLE OF 56°52'21" (THE LONG CHORD BEARS SOUTH 75°25'11" EAST, 23.81 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 46°59'00" EAST, 1,231.39 FEET; THENCE SOUTH 44°00'20" WEST, 19.26 FEET TO THE MOST NORTHERLY CORNER OF THAT PROPERTY DESCRIBED IN DEED TO DOLAN AND COMPANY, LLC, RECORDED MAY 13, 2005 IN DOCUMENT No.2005-055912, MULTNOMAH COUNTY DEED RECORDS; THENCE, ALONG THE NORTHWESTERLY LINE THEREOF, SOUTH 44°00'20" WEST, 433.43 FEET TO AN ANGLE POINT IN SAID LINE; THENCE, CONTINUING ALONG SAID NORTHWESTERLY LINE, SOUTH 31°13'15" WEST, 443.27 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID NW FRONT AVENUE; THENCE, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, NORTH 47°12'10" WEST, 622.84 FEET TO THE MOST SOUTHERLY CORNER OF THAT PROPERTY DESCRIBED IN PARCEL 26 OF THAT PORT OF PORTLAND DEED, RECORDED DECEMBER 31, 1970 IN DEED BOOK 766, PAGE 919, MULTNOMAH COUNTY DEED RECORDS; THENCE, DEPARTING SAID RIGHT OF WAY LINE AND RUNNING ALONG THE OUTBOUNDS OF SAID PORT OF PORTLAND PARCEL 26 THE FOLLOWING THREE (3) COURSES: 1) NORTH 42°47'36" EAST, 91.05 FEET; 2)

NORTH 47°07'26" WEST, 385.45 FEET; 3) SOUTH 42°47'36" WEST, 91.58 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID NW FRONT AVENUE; THENCE ALONG SAID RIGHT OF WAY LINE, NORTH 47°12'10" WEST, 1,040.71 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 39.179 ACRES MORE OR LESS.

THE BEARINGS IN THIS DESCRIPTION ARE BASED UPON MULTNOMAH COUNTY SURVEY NO. 47965.



DIGITALLY SIGNED



EXP: 6/30/2024

EXHIBIT B

STORM SEWER EASEMENT #1 FOR THE BENEFIT OF LOT 1

A 15.00-FOOT STRIP OF LAND SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 20, SOUTHWEST ONE-QUARTER OF SECTION 21 AND NORTHEAST ONE-QUARTER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON BEING A PORTION OF PARCEL 13 IN THAT PORT OF PORTLAND BARGAIN & SALE DEED, RECORDED DECEMBER 31, 1970 IN DEED BOOK 766, PAGE 910 MULTNOMAH COUNTY DEED RECORDS, LYING 7.50 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A 1-1/2 INCH DIAMETER ALUMINUM CAP STAMPED "PETTIJOHN ENGR CO INC" AT AN ANGLE POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF NW FRONT AVENUE, 50.00 FEET FROM CENTERLINE; THENCE SOUTH 70°13'06" EAST, 137.50 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF PROPOSED PROPERTY LINE ADJUSTMENT LOT 1 AND THE **TRUE POINT OF BEGINNING**;

THENCE, DEPARTING SAID SOUTHEASTERLY LINE, SOUTH 60°37'53" EAST, 223.58 FEET; THENCE NORTH 43°33'45" EAST, 605.34 FEET; THENCE NORTH 46°52'04" WEST, 204.97 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 1 AND THE **POINT OF TERMINUS**, CONTAINING 15,505 SQUARE FEET MORE OR LESS.

THE BEARINGS IN THIS DESCRIPTION ARE BASED UPON MULTNOMAH COUNTY SURVEY NO. 47965.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED

OREGON
JULY 25, 1995
CHRISTOPHER M. VANDERWERF
2719

EXP: 6/30/2024

STORM SEWER EASEMENT #2 FOR THE BENEFIT OF LOT 1

A 15.00 FOOT STRIP OF LAND SITUATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 21 AND NORTHWEST ONE-QUARTER OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON BEING A PORTION OF PARCEL 13 IN THAT PORT OF PORTLAND BARGAIN & SALE DEED, RECORDED DECEMBER 31, 1970, IN DEED BOOK 766, PAGE 910 MULTNOMAH COUNTY DEED RECORDS, LYING 7.50 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A 1-1/2 INCH DIAMETER ALUMINUM CAP STAMPED "PETTIJOHN ENGR CO INC" AT AN ANGLE POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF NW FRONT AVENUE, 50.00 FEET FROM CENTERLINE; THENCE NORTH 84°36'25" EAST, 1149.05 FEET TO A POINT ON THE NORTHEASTERLY LINE OF PROPOSED PROPERTY LINE ADJUSTMENT LOT 2 AND THE **TRUE POINT OF BEGINNING**;

THENCE, DEPARTING SAID NORTHEASTERLY LINE, SOUTH 42°52'42" WEST, 224.10 FEET; THENCE SOUTH 46°34'46" EAST, 308.03 FEET TO **POINT "A"**; THENCE SOUTH 46°53'04" EAST, 224.30 FEET; THENCE NORTH 42°35'33" EAST, 40.14 FEET; THENCE NORTH 00°09'36" EAST, 8.34 FEET; THENCE NORTH 43°53'45" EAST, 215.99 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 2 AND THE **POINT OF TERMINUS**.

TOGETHER WITH A 15.00-FOOT WIDE STRIP OF LAND, LYING 7.50 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE PREVIOUSLY DESCRIBED **POINT "A"**; THENCE NORTH 43°06'58" EAST, 40.99 FEET; THENCE NORTH 87°58'36" EAST, 18.71 FEET; THENCE NORTH 42°40'22" EAST, 207.63 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 2 AND THE **POINT OF TERMINUS**.

TOTAL AREA CONTAINING 19,211 SQUARE FEET MORE OR LESS.

THE BEARINGS IN THIS DESCRIPTION ARE BASED UPON MULTNOMAH COUNTY SURVEY NO. 47965.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED

OREGON
JULY 25, 1995
CHRISTOPHER M. VANDERWERF
2719

EXP: 6/30/2024

STORM SEWER EASEMENT #1 FOR THE BENEFIT OF LOT 2

A 15.00-FOOT STRIP OF LAND SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 20 AND SOUTHWEST ONE-QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON BEING A PORTION OF PARCEL 13 IN THAT PORT OF PORTLAND BARGAIN & SALE DEED, RECORDED DECEMBER 31, 1970, IN DEED BOOK 766, PAGE 910 MULTNOMAH COUNTY DEED RECORDS, LYING 7.50 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A 1-1/2 INCH DIAMETER ALUMINUM CAP STAMPED "PETTIJOHN ENGR CO INC" AT AN ANGLE POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF NW FRONT AVENUE, 50.00 FEET FROM CENTERLINE; THENCE NORTH 54°28'15" EAST, 727.21 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THAT PROPOSED PROPERTY LINE ADJUSTMENT OF LOT 1 AND THE **TRUE POINT OF BEGINNING**;

THENCE, DEPARTING SAID SOUTHEASTERLY LINE, NORTH 46°52'04" WEST, 45.40 FEET; THENCE NORTH 48°51'03" WEST, 216.23 FEET TO THE ORDINARY HIGH WATERLINE AND THE **POINT OF TERMINUS**, CONTAINING 3,924 SQUARE FEET MORE OR LESS.

THE BEARINGS IN THIS DESCRIPTION ARE BASED UPON MULTNOMAH COUNTY SURVEY NO. 47965.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED

OREGON
JULY 25, 1995
CHRISTOPHER M. VANDERWERF
2719

EXP: 6/30/2024

STORM SEWER EASEMENT #2 FOR THE BENEFIT OF LOT 2

A 15.00-FOOT STRIP OF LAND SITUATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON BEING A PORTION OF PARCEL 12 IN THAT PORT OF PORTLAND BARGAIN & SALE DEED, RECORDED DECEMBER 31, 1970, IN DEED BOOK 766, PAGE 910 MULTNOMAH COUNTY DEED RECORDS, LYING 7.50 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A 1-1/2 INCH DIAMETER ALUMINUM CAP STAMPED "PETTIJOHN ENGR CO INC" AT AN ANGLE POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF NW FRONT AVENUE, 50.00 FEET FROM CENTERLINE; THENCE NORTH 84°36'25" EAST, 1149.05 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF THAT PROPOSED PROPERTY LINE ADJUSTMENT OF LOT 1 AND THE **TRUE POINT OF BEGINNING**;

THENCE, DEPARTING SAID SOUTHWESTERLY LINE, NORTH 42°52'42" EAST, 25.00 FEET TO THE ORDINARY HIGH WATERLINE AND THE **POINT OF TERMINUS**, CONTAINING 375 SQUARE FEET MORE OR LESS.

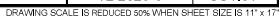
THE BEARINGS IN THIS DESCRIPTION ARE BASED UPON MULTNOMAH COUNTY SURVEY NO. 47965.



DIGITALLY SIGNED



EXP: 6/30/2024



IF YOU SEE THE AIRPLANES, THE ADJACENT SAMPLES SHOW THREE DIFFERENT LEVELS OF SHADING. SETTINGS FOR VIEWING AND PRINTING DRAWING CONTENT ARE OPTIMIZED WHEN ALL THREE PLANES ARE VISIBLE. THIS GUIDANCE IS PROVIDED FOR REFERENCE ONLY.

0' 10' 20' 40' 60'

SCALE: IN FEET 1" = 20'

WILLAMETTE RIVER

APPROXIMATE ORDINARY
HIGH WATERLINE
(UNDER DOCK STRUCTURES)

POINT OF
TERMINUS

BERTH 204

BERTH 205

BERTH 206

N 42°52'42" E
25.00'

T.P.O.B.
15' STORM SEWER EASEMENT #2
FOR THE BENEFIT OF LOT 2
AREA=375 SQ.FT.

N 48°51'03" W
216.23'

N 46°52'04" W
45.40'

POINT OF
TERMINUS

T.P.O.B.
15' STORM SEWER EASEMENT #1
FOR THE BENEFIT OF LOT 2
AREA=3,924 SQ.FT.

LOT 1

LOT 2

POINT OF COMMENCEMENT
FOUND 5/8" IRON ROD WITH
1-1/2" ALUMINUM CAP STAMPED
"PETT/JOHN ENGR CO INC."

NW FRONT AVENUE

PORT OF PORTLAND
Possibilities in every direction since 1881

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED

OREGON
21723-308
CHRISTOPHER M. VANDERWERF
2719

EXP. 6/30/2024

TERMINAL 2

T2 MASS TIMBER CAMPUS

STORM SEWER EASEMENT FOR THE BENEFIT OF LOT 2 - EXHIBIT "C"

SUBMITTED BY: PATRICK CHRISTOPHER

DESIGN BY:

DRAWN BY: CHRIS VANDERWERF

CHECKED BY: IAN READ

DATE: MAR. 2023

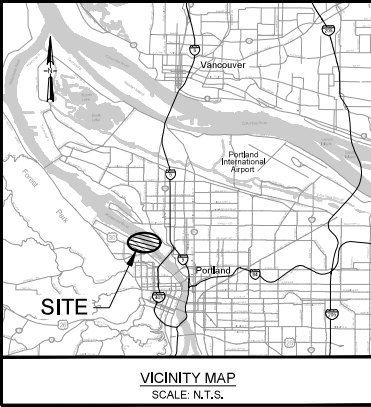
SHEET NO. 1

T2 2023-5

DISC. SHT. NO.

TYPE: EP

SUI.01



NOTES

THE PURPOSE OF THIS DRAWING IS TO SHOW THE LOCATION OF THE LIMITS OF THE 15.00-FOOT WIDE STORM SEWER EASEMENTS CROSSING LOT 1 FOR THE BENEFIT OF LOT 2.

BACKGROUND IS FOR INFORMATION PURPOSES ONLY.

STORM SEWER EASEMENT #1

A 15.00-FOOT STRIP OF LAND SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 20 AND SOUTHWEST ONE-QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON BEING A PORTION OF PARCEL 13 IN THAT PORT OF PORTLAND BARGAIN & SALE DEED, RECORDED DECEMBER 31, 1970 IN DEED BOOK 766, PAGE 910 MULTNOMAH COUNTY DEED RECORDS, LYING 7.50 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A 1-1/2 INCH DIAMETER ALUMINUM CAP STAMPED "PETT/JOHN ENGR CO INC." AT AN ANGLE POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF NW FRONT AVENUE, 50.00 FEET FROM CENTERLINE; THENCE NORTH 54°28'15" EAST, 727.21 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THAT PROPOSED PROPERTY LINE ADJUSTMENT OF LOT 1 AND THE TRUE POINT OF BEGINNING;

THENCE, DEPARTING SAID SOUTHEASTERLY LINE, NORTH 46°52'04" WEST, 45.40 FEET; THENCE NORTH 48°51'03" WEST, 216.23 FEET TO THE ORDINARY HIGH WATERLINE AND THE POINT OF TERMINUS, CONTAINING 3,924 SQUARE FEET MORE OR LESS.

THE BEARINGS IN THIS DESCRIPTION ARE BASED UPON MULTNOMAH COUNTY SURVEY NO. 47965.

STORM SEWER EASEMENT #2

A 15.00-FOOT STRIP OF LAND SITUATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON BEING A PORTION OF PARCEL 12 IN THAT PORT OF PORTLAND BARGAIN & SALE DEED, RECORDED DECEMBER 31, 1970 IN DEED BOOK 766, PAGE 910 MULTNOMAH COUNTY DEED RECORDS, LYING 7.50 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A 1-1/2 INCH DIAMETER ALUMINUM CAP STAMPED "PETT/JOHN ENGR CO INC." AT AN ANGLE POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF NW FRONT AVENUE, 50.00 FEET FROM CENTERLINE; THENCE NORTH 84°36'25" EAST, 1149.05 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF THAT PROPOSED PROPERTY LINE ADJUSTMENT OF LOT 1 AND THE TRUE POINT OF BEGINNING;

THENCE, DEPARTING SAID SOUTHWESTERLY LINE, NORTH 42°52'42" EAST, 25.00 FEET TO THE ORDINARY HIGH WATERLINE AND THE POINT OF TERMINUS, CONTAINING 375 SQUARE FEET MORE OR LESS.

THE BEARINGS IN THIS DESCRIPTION ARE BASED UPON MULTNOMAH COUNTY SURVEY NO. 47965.

DATE BY REVISION

2021UGEN

1445

IF ELECTRONIC SIGNATURE IS BROKEN OR MISSING - THIS IS NOT A LEGAL DRAWING

DRAWING SCALE IS REDUCED 50% WHEN SHEET SIZE IS 11" x 17"