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July 18, 2016

To: The Planning and Sustainability Commission
City of Portland
Portland, OR

Via email psc@portlandoregon.gov.

Re: **1934 NE 45th Avenue, Portland, OR**
Proposed 25 unit Structure

Dear Sir or Madam:

On March 18, 2016 a Statutory Warranty Deed was recorded in Multnomah County Records evidencing the sale of Lot 12, Block 41, Rose City Park in the City of Portland, County of Multnomah, State of Oregon, (commonly known as 1934 SE 45th Street, Portland, OR 97213).

Rose City Investment Properties LLC, sold the above described property to James Kaczarowski and Brett Fogelstrom, (Purchasers/Developers), one of whom states he is a construction contractor.

I am the owner of 1924 NE 45th Avenue, Portland, OR, the property next door to the south of the above referenced property.

The above deed recites that the property at 1934 NE 45th Avenue is subject to, among other things, "...an easement of record, if any". I am attaching a copy of the Statutory Warranty Deed and a copy of the 1916 easement for "...common driveway or runway for automobiles." I believe that approximately 10 feet of the easement is within Lot 12, Block 41. If the property at 1934 NE 45th Avenue is 50 feet by 100 feet, I believe that the building area of Lot 12, Block 4 is 40 feet by 100 feet.

I met with the Purchasers/Developers of Lot 12, Block 41. They informed me that they intend to build 25 units on the property, which is one of the reasons they paid \$600,000.00 for the property. They, through their attorney, are threatening me and attempting to intimidate me to modify the easement. I am not willing to do so for many reasons, some of which have to do with my use and my client's use of the easement, but many of the other reasons are as follows:

1. I use the easement for my clients who do not park on the street because of their disabilities.
2. "Limited Parking" is not the same as "No Parking". The Purchasers/Developers report that they intend to build out to the lot lines and will not provide any parking, except for 60 bicycle racks.
3. It is totally ridiculous to believe that the 25 or so residents will not own cars.
4. Street parking is severely limited now, with the exception of the driveway and the few spaces on the street.
5. There is no public parking that is not restricted. Parking is available to the customers of Whole Foods and Grocery Outlet. There is no paid public parking in the area.
6. On Saturdays, Hollywood Farmers Market customers use the few on-street parking spaces. On Sundays, the parishioners of Rose City Park Presbyterian Church use the few on-street parking spaces.
7. Lot 120 was a 2 unit up/down (basement) duplex for many years. The renters had several vehicles, but parked mostly on the property including on the easement.
8. Lot 12 and Lot 11 share a common wall at the rear of the lots for a garage. The common wall is on the south property line.
9. The developers/purchasers could see clearly that there was an easement but purchased Lot 12, nonetheless.
10. The structures in this portion of the city appear to be designed by the same architect whom I believe was J. Bryson Moore. The structures and the materials used are unique and possibly could be eligible for "Historical" status. Please take the opportunity to see why I say this. The outsides and insides of the structures are unique. A 25 unit structure would not fit into the neighborhood.
11. A multi-unit structure would not allow rain water to be absorbed onto the property and would further burden the city's efforts to minimize storm water issues. 25 units using the sewage system would be excessive.
12. The siding underneath the outside covering has peeling and lead based paint. I've occupied 1924 NE 45th Avenue for nearly 39 years and am aware of what was covered up by the metal sidings. There is most likely other hazardous substances in 1934 NE 45th Avenue.
13. When the Hollywood Comprehensive Plan was proposed, the information sent out did not make it clear that "Limited" parking would be "No" Parking. Additional times and hearings with proper notices concerning the availability of parking need to be held, so that all of the neighbors know what to expect. I am not

aware that any of my neighbors know the consequences of the Hollywood Comprehensive Plan.

14. Please take the time to contact me so that I can physically demonstrate why the proposal for multiple story structures would not be appropriate for 45th or 46th Avenues, South of Sandy Boulevard and North of Halsey Street.
15. In the past, a structure such as the Purchasers/Developers propose had to provide parking. Will the existing structures that had to provide parking now be free to delete that requirement and be allowed to construct their structures on all of their lots?

The Purchasers/Developers made a mistake in buying 1934 NE 45th Avenue. They should not be financially rewarded for their errors in judgment and their greed.

Sincerely,



Daryl M. Pulley
Encs.

RECORDING REQUESTED BY:



Multnomah County Official Records
R Weldon, Deputy Clerk

2016-033651

03/18/2016 01:11:18 PM

1R-W DEED Pgs=3 Stn=70 ATKRH
\$15.00 \$11.00 \$10.00 \$20.00

\$56.00

GRANTOR'S NAME:

Rose City Investment Properties, LLC, an Oregon Limited Liability Company

GRANTEE'S NAME:

James Kaczarowski and Brett Fogelstrom

AFTER RECORDING RETURN TO:

James Kaczarowski and Brett Fogelstrom
1934 NE 45th Avenue
Portland, OR 97213

SEND TAX STATEMENTS TO:

James Kaczarowski and Brett Fogelstrom
1934 NE 45th Avenue
Portland, OR 97213

R259484

1934 NE 45th Avenue, Portland, OR 97213

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Rose City Investment Properties, LLC an Oregon Limited Liability Company, Grantor, conveys and warrants to James Kaczarowski and Brett Fogelstrom, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Multnomah, State of Oregon:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00). (See ORS 93.030).

Subject to:

1. Covenants, Conditions, Restrictions, Reservations, set back lines, Power of Special Districts, and easements of Record, if any.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Recorded by TICOR TITLE 36261600/22

STATUTORY WARRANTY DEED

(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

3/17/16

Spencer Rogers

SPENCER ROGERS, OPERATING
MANAGER

State of OREGON
County of MULTNOMAH

This instrument was acknowledged before me on March 17th, 2016 by

Spencer Rogers as Operating Manager of Rose City Investment Properties,
LLC, an Oregon Limited Liability Company.

Thehinna Marie Christensen

Notary Public - State of Oregon

My Commission Expires: 8-3-18

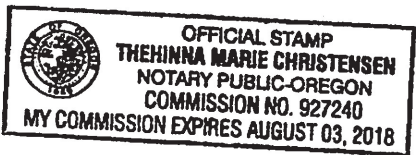


EXHIBIT "A"
Legal Description

Lot 12, Block 41, ROSE CITY PARK, in the City of Portland, County of Multnomah and State of Oregon

Witnesses

Kate Rickert
Mellie Bell

Mrs M F English
English
H C Hutson

Rec for Record Sept 18, 1918, at 2:54 P M

J C #155501

SEYMOUR WITH HOTCHKISS

THIS AGREEMENT made in duplicate this 9th day of September 1918 by and between Hazel H Seymour party of the first part and John T Hotchkiss party of the second part: WITNESSETH WHEREAS the party of the first part is owner of lot twelve (12) block forty one (41) in Rose City Park in City of Portland, County of Multnomah, State of Oregon, and the party of the second part is owner of lot eleven (11) in said block and the party of the second part desires a drive way or run way for automobiles along and over the boundary line between said lots for the Common use of said parties their respective heirs and assigns.

NOW THEREFORE IN Consideration of the sum of one dollar (\$1.00) By the party of the second part to the said party of the first part in hand paid the receipt of which is hereby acknowledged and the covenants hereinafter contained it is mutually stipulated and agreed:

That the party of the second part may at their own cost and expense lay and construct a cement run way strip for automobiles on the said lot in the said block belonging to said party of the first part from the street line in front of the said lot to a point as near the rear of the said lot as said party of the second part may desire the said strip to be parallel with boundary line of said lot and upon construction of said cement strip said party of the second part their heirs representatives and assigns may use said strip for a common driveway or run-way for automobiles forever and that the said party of the first part may have similar of use of similar driveway or run way for automobile which said party of the second part shall cause to be laid or constructed for similar purposes on said lot belonging to said party of the second part

THESE AGREEMENTS shall be a covenant running with the land

IN WITNESS WHEREOF the said parties have hereunto set their hand and seals the day and year first above written.

Witnesses

B E Chase

Hazel H Seymour Party of first part
John T Hotchkiss Party of the second part

Portland, Oregon

I hereby assign my right and interest in the said driveway for automobiles mentioned in this document to Viola Messinger and J H Messinger their heirs and assigns

September 10, 1918

John T Hotchkiss

Rec for Record Sept 18, 1918, at 2:54 P M

J C #155517

TIFFT WITH HOSKINS

THIS CONTRACT made in duplicate this 24th day of May A D 1918 by and between Joan C Tiff of the City of Portland, Oregon, the first Party and Nellie Hoskins of the same place the second party

WITNESSETH that the first party in consideration of the covenants and agreements herein contained agrees to sell unto the said second party all of the land situated in the County of Multnomah and State of Oregon, and bounded and described as follows, to wit:

All of lot twenty-two (22) in block eight (8) in Oakhurst according to the duly recorded plat of said addition on record in the office of the County Clerk of the aforesaid