

# EXHIBIT 1



6950 SW Hampton St., Ste. 170  
Tigard, OR 97223-8330  
Ph.: (503) 941-9585  
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www.weddlesurveying.net

September 28, 2020

Job No. 5634

## LEGAL DESCRIPTION FOR RIGHT-OF-WAY VACATION



RENEWS: DECEMBER 31, 2020

A tract of land for Street Vacation purposes in the Plat of "The Green Hills of Portland", located in the N.W. 1/4 of Section 8, Township 1 South, Range 1 East, W.M., in the City of Portland, Multnomah County, Oregon, more particularly described as follows:

Beginning at the most Southerly corner of Lot 2, Block 9 said Plat, said point also being the most Southerly corner of that tract of land described in Statutory Warranty Deed to Steven Romero and Martie Kilmer, recorded February 23, 2018 as Document No. 2018-020261, Multnomah County Deed Records, said point also being on the Northwesterly right-of-way line of S.W. Greenleaf Court, 50.00 feet wide;

Thence leaving said Northwesterly right-of-way line, South  $31^{\circ}39'26''$  East, 50.00 feet to the Southeasterly right-of-way line of said S.W. Greenleaf Court, said point also being at the beginning of a non-tangent curve to the left having a radius of 765.45 feet, and a long chord bearing North  $54^{\circ}13'42''$  East, a distance of 109.84 feet;

Thence 109.94 feet along said curve through a central angle of  $08^{\circ}13'44''$  to the beginning of a reverse curve to the right having a radius of 60.82 feet and a long chord bearing North  $71^{\circ}32'31''$  East, a distance of 44.44 feet;

Thence 45.49 feet along said curve through a central angle of  $42^{\circ}51'23''$ ;

Thence leaving said Southeasterly right-of-way line of S.W. Greenleaf Court, North  $02^{\circ}58'12''$  East, 50.00 feet to the Southeasterly corner of said Romero/Kilmer tract, being a point on the Northwesterly right-of-way line of said S.W. Greenleaf Court, said point also being the beginning of a non-tangent curve to the left having a radius of 110.82 feet and a long chord bearing South  $71^{\circ}32'31''$  West, a distance of 80.97 feet;

Thence along said Northwesterly right-of-way line, 82.89 feet along said curve through a central angle of  $42^{\circ}51'23''$  to the beginning of a reverse curve to the right having a radius of 715.45 feet and a long chord bearing South  $54^{\circ}13'42''$  West, a distance of 102.67 feet;

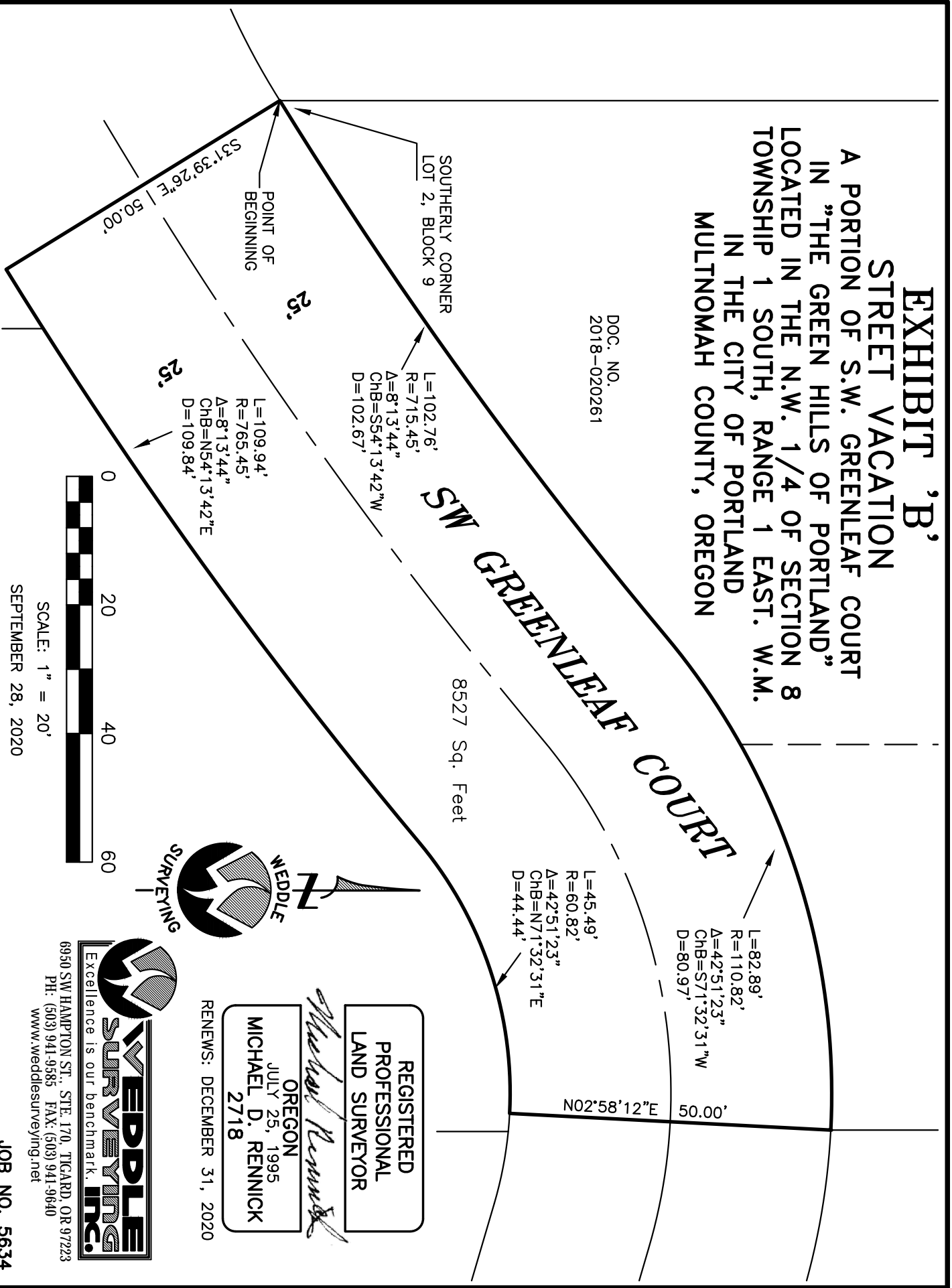
Thence 102.76 feet along said curve through a central angle of  $08^{\circ}13'44''$  to the Point of Beginning.

Containing therein 8,527 square feet, more or less.

The Basis of Bearing for this description is per Survey No. 56119, Multnomah County Records

**EXHIBIT 'B'**  
**STREET VACATION**  
**A PORTION OF S.W. GREENLEAF COURT**  
**IN "THE GREEN HILLS OF PORTLAND"**  
**LOCATED IN THE N.W. 1/4 OF SECTION 8**  
**TOWNSHIP 1 SOUTH, RANGE 1 EAST. W.M.**  
**IN THE CITY OF PORTLAND**  
**MULTNOMAH COUNTY, OREGON**

DOC. NO.  
 2018-020261



25°

25°

L=102.76'  
 R=715.45'  
 A=8°13'44"  
 ChB=S54°13'42"W  
 D=102.67'

L=109.94'  
 R=765.45'  
 A=8°13'44"  
 ChB=N54°13'42"E  
 D=109.84'

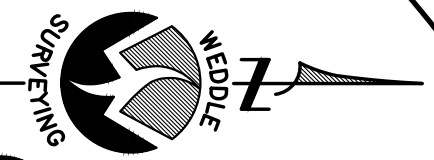
L=45.49'  
 R=60.82'  
 A=42°51'23"  
 ChB=N71°32'31"E  
 D=44.44'

L=82.89'  
 R=110.82'  
 A=42°51'23"  
 ChB=S71°32'31"W  
 D=80.97'

N02°58'12"E 50.00'



SCALE: 1" = 20'  
 SEPTEMBER 28, 2020



**REGISTERED PROFESSIONAL LAND SURVEYOR**  
*Michael Rennick*  
**OREGON**  
 JULY 25, 1995  
**MICHAEL D. RENNICK**  
 2718  
 RENEWS: DECEMBER 31, 2020



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# EXHIBIT 3

**Grantor's Name & Address:**

\*  
\*  
\*

## SEWER EASEMENT

\* (“Grantor”), in consideration of the receipt of good and valuable non-monetary consideration, hereby grants unto the City of Portland (“Grantee”), a municipal corporation of the State of Oregon, a perpetual easement (“this Easement”) for the purpose of laying down, constructing, reconstructing, operating, inspecting, monitoring and maintaining a sewer or sewers, maintenance hole and appurtenances, through, under, over and along the following described parcel (“the Easement Area”):

As described on Exhibit A and depicted on Exhibit B attached and incorporated by reference.

The Easement Area contains \* square feet.

IT IS UNDERSTOOD and agreed that:

- A. Grantee will reasonably endeavor to minimize impacts to existing structures and surfaces. Grantee will restore areas disturbed by Grantee or Grantee’s contractor to a condition that, in the reasonable judgment of Grantee, is as good as the condition that existed before the work began, except as to permanent changes made necessary by and authorized under this Easement. The area of repair or replacement will be limited to the area of damage, may have appearance variations due to age or weathering, and does not include any portion of the public right-of-way, as defined by Grantee.
- B. No other utilities, buildings, facilities, easements, material storage, grade changes or tree planting will be allowed within the Easement Area without the prior written consent of the Director of the Bureau of Environmental Services. Landscaping which by its nature is shallow-rooted and may be easily removed to permit access to the sewer lines and facilities authorized by this Easement shall not require consent.
- C. This Easement includes a right of access for Grantee and its contractors and agents for construction, inspection, maintenance, and other sewerage system activities.

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R/W #9234

After Recording Return to:

Claudia Echeverria-Anaya, City of Portland

1S1E08BA

1120 SW 5th Avenue, Suite 1331

Portland, OR 97204

Tax Statement shall be sent to: No Change

- D. Grantor reserves all other rights not conveyed herein but will not exercise said rights in any manner that would be inconsistent or interfere with or materially affect the rights herein granted.
- E. This Easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee.
- F. Grantor represents and warrants that Grantor has the authority to grant this Easement, that the Easement Area is free from all liens and encumbrances that would materially affect the grant of this Easement, and that Grantor will defend the same to Grantee against the lawful claims and demands of all persons whomsoever.
- G. Grantor agrees that the consideration recited herein is just compensation for this Easement, which includes damage to the property remainder, if any, resulting from Grantee's acquisition or use of the Easement Area.
- H. Grantor represents that to the best of Grantor's knowledge, after appropriate inquiry under the circumstances, the Easement Area is in compliance with all local, State and Federal environmental laws and regulations.
- I. Grantor represents that Grantor has disclosed all knowledge of any release of hazardous substances onto or from the Easement Area and disclosed any known report, investigation, survey or environmental assessment that may provide information relevant to the Easement Area. "Release" and "hazardous substance" shall have the meaning as defined under Oregon law.
- J. Grantor warrants that, to the best of Grantor's knowledge after appropriate inquiry under the circumstances, there are no underground storage tanks, as defined under Oregon law, presently on or under the Easement Area.
- K. Grantee, by accepting this Easement, is not accepting liability for any preexisting release of hazardous substances onto or from the Easement Area, and Grantor is not attempting to convey any such liability.

*This section is intentionally left blank.*

IN WITNESS WHEREOF, the Grantor\* above named \*has/have hereunto set \* hand\* this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

\*

\_\_\_\_\_

\*

STATE OF \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by \*

\_\_\_\_\_  
Notary Public for (state) \_\_\_\_\_  
My Commission expires \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

APPROVED:

\_\_\_\_\_  
Bureau of Environmental Services Director  
or designee

\_\_\_\_\_  
Date

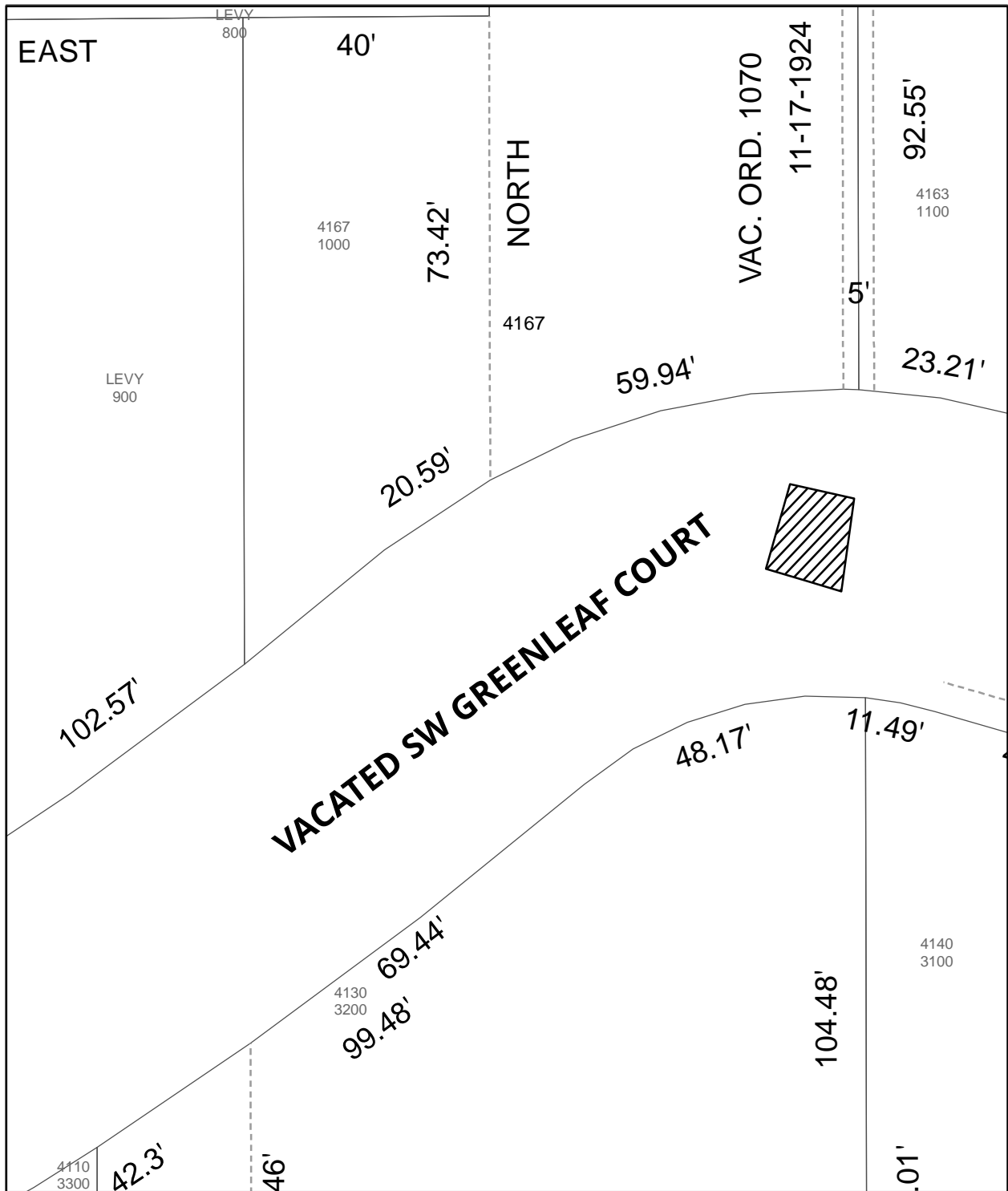
9234\SEWER EASEMENT

## Exhibit A

Legal description to be professionally prepared at a later date.

DRAFT

# Exhibit B



## SW Greenleaf Ct east of SW Greenleaf Dr

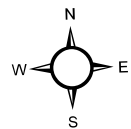
Legal: A Portion of Vacated SW Greenleaf Ct

R/W: 9234

State ID: 1S1E08BA



Approximate Location of  
Sewer Easement Area



1 inch = 25 feet

