

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 01-120

Vacating a Pedestrian Easement Adjacent to SW 64th Place, Pursuant to ORS 368.326 to 368.366

The Multnomah County Board of Commissioners Finds:

- a. The pedestrian easement to be vacated was created by the plat for the ARGENT SUBDIVISION, recorded December 13, 1973, in Book 1204, Page 93, Multnomah County Deed Records.
- b. The pedestrian easement to be vacated is more particularly described as follows:

All that portion of the five foot wide pedestrian easement, created by the plat for the ARGENT SUBDIVISION, recorded December 13, 1973, in Book 1204, Page 93, Multnomah County Deed Records, contained within the following described tract of land:

Situated in the Northwest one-quarter of Section 7, Township 1 South, Range 1 East, of the Willamette Meridian and a portion of Lot 16, ARGENT SUBDIVISION, County of Multnomah, State of Oregon, described as follows:

Beginning at an iron rod with cap found on the East right of way line of SW Bucharest Court, being S0°19'53"W, 597.01 feet and S89°40'07"E, 143.74 feet from the Northwest corner of Section 7; thence continuing on the said right of way line on a curve to the left with a central angle of 9°54'46", radius of 130.00 feet (chord bears N1°16'32"E, 22.46 feet) a distance of 22.49 feet to an iron rod with a cap set; thence on a curve to the right with a central angle of 71°10'51", radius of 25.00 feet, (chord bears N31°54'34"E, 29.10 feet) a distance of 31.06 feet to an iron rod with cap set; thence on a curve to the left with a central angle of 24°00'00", radius of 200.00 feet, (chord bears N55°30'00"E, 83.17 feet) a distance of 83.78 feet to an iron rod with cap set; thence N43°30'00"E, 57.07 feet to an iron rod with cap set; thence S46°30'00"E, 150.03 feet to an iron rod with cap set; thence S51°29'20"W, 90.00 feet to an iron rod with cap found; thence N81°42'00"W, 163.82 feet to the point of beginning.

As shown on the attached Exhibit A. Containing 1300 square feet, more or less.

- c. Philip D. Benz and Rogene L.B. Benz, petitioners, have submitted a petition to vacate above described easement in compliance with ORS 368.341(3). A copy of the petition is attached to this Resolution as Exhibit 1.
- d. The County Engineer has filed a report (see Supplemental Staff Report included with this resolution) pursuant to ORS 368.351(1) that contains the Engineer's assessment that the proposed vacation is in the public interest.
- e. As provided under ORS 368.351(2), the proceedings for this vacation were initiated by a petition under ORS 368.341 that:
 - 1. Contains the acknowledged signatures of owners of 100 percent of any private property proposed to be vacated and acknowledged signatures of owners of 100 percent of property abutting any public property proposed to be vacated; and

2. Indicates the owners' approval of the proposed vacation.
- f. Pursuant to ORS 368.351, the County may make a determination about this vacation without additional notice and publication required under ORS 368.346.
- g. The entire portion being vacated will remain subject to the rights of any existing public utility that has improvements located within the existing right of way.
- h. Multnomah County has received a total of \$1265.00 from the petitioner, of which \$200.00 applies to the feasibility study that was performed by Multnomah County. The remaining minimum application fee of \$1065.00 will be applied to the vacation proceeding. The total cost for this vacation, including administrative costs, is \$1643.24. Administrative costs include staff time for research, review, analyses and document preparation. The balance owing by the petitioners, at the date of this hearing is \$378.24.
- i. The County's Planning Division has reviewed the proposed vacation of the above described easement and supports it. The County Engineer has determined the County Transportation Division has no further need for this easement and the proposed vacation is in the public's interest.

The Multnomah County Board of Commissioners Resolves:

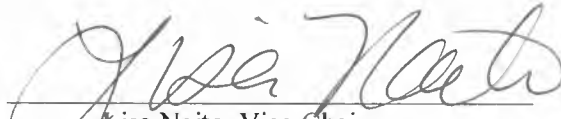
1. The above-described pedestrian easement adjacent to SW 64th Place is vacated as a public easement.
2. The entire portion being vacated will remain subject to the rights of any existing public utility that has improvements located within the existing right of way.
3. The total cost for this vacation proceeding incurred by the County is \$1643.24, and Philip D. Benz and Rogene L.B. Benz are directed to pay the remaining amount of \$378.24 to the County.
4. The County Surveyor will mark the plat as provided under ORS 271.230.
5. The Transportation Division of the Department of Sustainable Community Development will record and file this Resolution in accordance with ORS 368.356(3), upon receipt of the amount owed to cover the County's incurred costs for this proceeding.

ADOPTED this 30th day of August, 2001.



REVIEWED:

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Lisa Naito, Vice-Chair

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney



Department of Sustainable Community Development
MULTNOMAH COUNTY OREGON

Transportation Division
1600 SE 190th Avenue
Portland, Oregon 97233-5910
(503) 988-5050

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners
FROM: Harold E. Lasley, P. E., County Engineer
DATE: August 17, 2001
RE: Vacation of a pedestrian easement adjacent to S.W. 64th Place

1. Recommendation/Action Requested:

The Transportation Division recommends approval of the vacation of a pedestrian easement adjacent to S.W. 64th Place, the location of which is more particularly described in paragraph (b) of the Resolution, hereby incorporated by this reference.

2. Background/Analysis:

Situated in the N.W. One-quarter of Section 7, Township 1 South, Range 1 East, W.M., Multnomah County, Oregon, this easement was created by the subdivision plat "ARGENT SUBDIVISION" recorded December 13, 1973, in Book 1204, Page 93, Multnomah County Plat Records.

Approximately 80% of the 5 foot wide pedestrian easement created by the ARGENT SUBDIVISION, has been subsequently re-platted by the plat ARGENT SUBDIVISION LOTS 25 TO 31, recorded on September 21, 1983, in Book 1216, Page 64, Multnomah County Plat Records. Under ORS 92.185, the County's 1983 approval of the replat acted to vacate any public easement established under the original plat other than a street or road. The portion of the 5 foot wide pedestrian easement being considered for vacation is a remainder portion, unaffected by the re-platting of the adjacent area.

An inspection, performed on August 6, 2001, revealed that the easement proposed to be vacated, has not been improved for use by the public. Multnomah County has no plans to develop this pedestrian easement. The portion to be vacated is shown on the attached Exhibit "A," hereby incorporated by this reference.

The ownership interest in the easement area to be vacated will vest in the name of the petitioner and owner of the underlying fee as described in Exhibit "B" of the Resolution. The rights of the existing utilities, located within the area to be vacated, will not be affected by this vacation.

Multnomah County received the petition to vacate the pedestrian easement adjacent to S.W. 64th Place on July 12, 2001. The petition contains the acknowledgement and consent of 100% of the abutting and adjoining property owners, as defined by ORS 368.336.

3. Financial Impact:

None. No public money is spent on this pedestrian easement.

4. Legal Issues:

This proposed pedestrian easement was initiated by a petition of 100 percent of both the abutting and adjoining property owners. Pursuant to ORS 368.351, a citizen initiated vacation, by petition, is more streamlined because there is no requirement for notice by publication and full public hearing if the proposed vacation is supported by 100 percent of the affected property owners.

The Supplemental Staff Report constitutes the County Engineer's written report, as required by ORS 368.351 (1), declaring the vacation of this easement along S.W. 64th Place to be in the public interest.

5. Controversial Issues:

None.

6. Link to Current County Policies:

Consistent with community involvement, development and intergovernmental cooperation.

7. Citizen Participation:

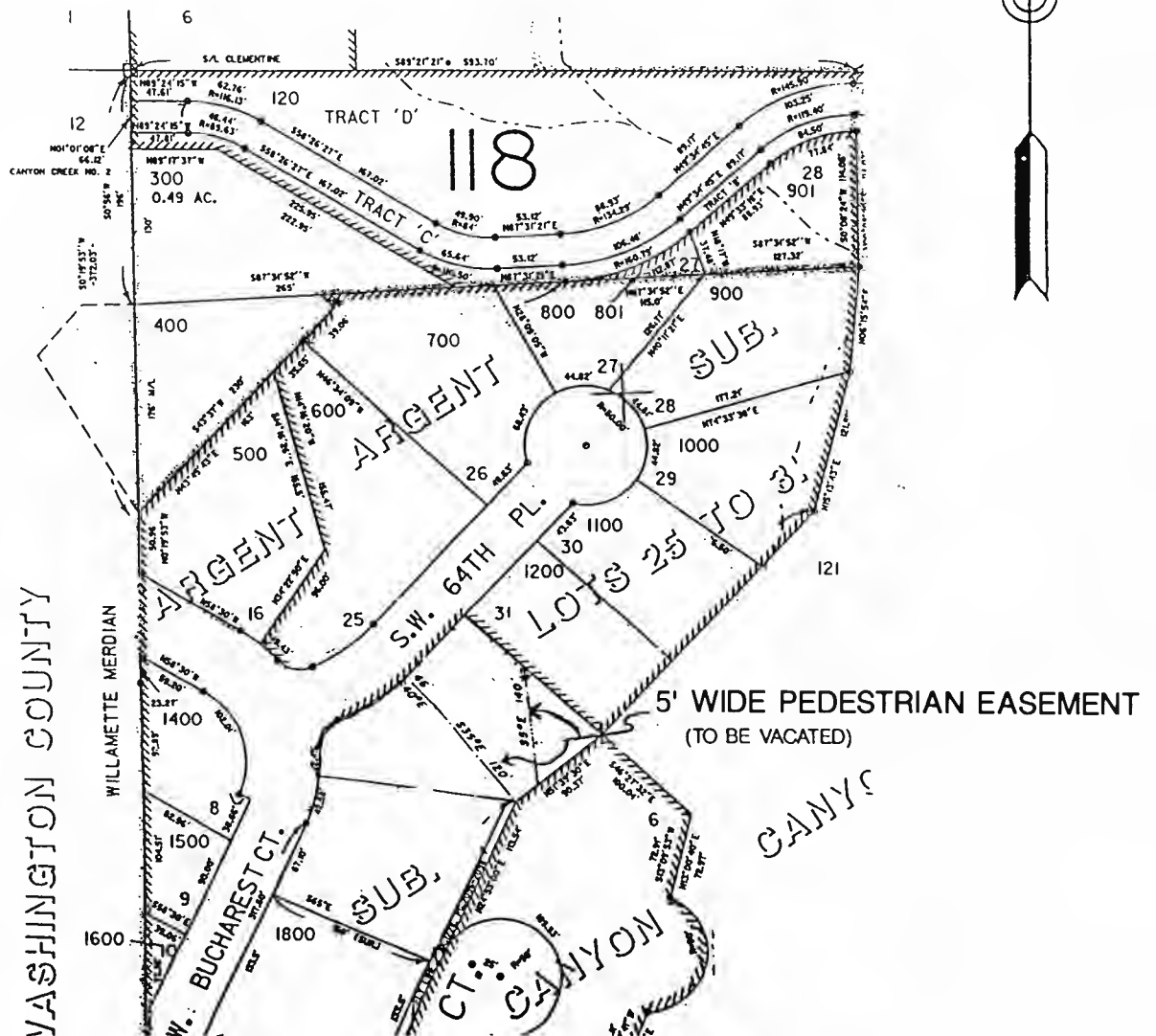
This is a citizen initiated petition.

8. Other Government Participation:

None required for these proceedings.

A hand-drawn map of the Mulvagh area in Washington County, New Mexico. The map shows a network of roads including Sunset Hills Memorial Park, Washington, Mulvagh, Skyline Blvd, and Sunset Hills Memorial Park. It also features a large, irregularly shaped area labeled 'MULVAGH' and 'WASHINGTON COUNTY'. The map is drawn on a grid of streets and includes various landmarks and road names.

NO SCALE



Formal Request for Easement Vacation

July 12, 2001

Subject Property: 2852 SW 64th Place, Portland, Oregon, Multnomah County
T1S, R1E, Section 07, Argent Subdivision, Tax Lot 1300 Lot 16. R#03560-0240

CONTACT:

Philip D. Benz, Property Owner
Rogene L.B. Benz, Property Owner

13339 SW Essex Dr., Tigard, OR 97223
home: 503-524-9386
mobile/voicemail: 503-887-8900
email: philbenz@aol.com

This Formal Request for Easement Vacation is submitted to Multnomah County, for the purpose of vacating all public pedestrian pathway easements on a privately-owned residential lot in Argent Subdivision, Multnomah County. As per instructions from the Transportation Division of Multnomah County, the vacation process to be used is the same as that used for county road vacations; accordingly this Formal Request is made pursuant to ORS 368.341. The feasibility study has been completed and no negative comments were received according to Mr. Patrick Hinds, Engineer Tech/Senior in the Transportation Division of Multnomah County.

It should be noted that:

- 1) The easements have apparently not been used to create any pathways: there is no evidence that any pedestrian pathways or any improvements constructed thereon have ever existed on the property.
- 2) Pedestrian public pathways on the subject property appear to have no use due to: (i) the lack of any useful destination of said pathways (the easements do not lead anywhere except to neighboring lots, all of which have had houses built on them, and to SW 64th Place -- refer to Plat Map in Exhibit 1), (ii) the unfavorable location and terrain of the subject property, and (iii) the location and route of the easements. There appears to be no benefit to any party from continuing to have the easements in place.

The following criteria are addressed as per the requirements described by Transportation Division, Multnomah County.

1. Legal Description of the property proposed to be vacated, including easements - such as for utility maintenance.

The address of the property on which the easements are located is 2852 SW 64th Place, Portland, Oregon, Multnomah County, in the Argent Subdivision. The property ID is R107571. Legal description is: T1S, R1E, Section 07, Argent Subdivision, Tax Lot 1300, Lot 16, R#03560-0240. The most recent known plat map is dated June 15, 1983 and was recorded on September 20, 1983; this map can be found in Book 1216, Page 62 -- please note that the easements indicated above are not shown on this map, but are shown on earlier maps made prior to replatting of the property. (Please refer to attached map, Exhibit 1, and attached title report, Exhibit 2.) The subject property is zoned R-20.

SEE THE
ATTACHED
LETTER
DATED
8/1/01

2. Statement of reasons to vacate.

The owners of the subject property, on which the easements are proposed to be vacated, intend to construct a single-family residence on said property suitable to the neighborhood. The public pedestrian pathway easements currently preclude this. It

should be noted that applications for a Hillside Development Permit (File T2-01-33) and a Hillside Residential Variance (T2-01-017), for the purpose of commencing construction, have been filed with the Multnomah County Land Use Division; both applications have been approved with conditions. The owners do not intend to subdivide the property, and contemplated improvements will be in compliance with applicable zoning requirements.

In addition, the subject easements have apparently not been used to create any pathways: there is no evidence that any pedestrian pathways or improvements constructed thereon have ever existed on the property. Further, since the area has been substantially developed, with the notable exception of the subject property, the easements do not lead anywhere except to neighboring lots, all of which have had houses built on them, and to SW 64th Place; it should also be noted that the location and route of the easements on the subject property do not appear to serve any purpose. There is no apparent benefit to any party from continuing the easements.

Vacation of the public pedestrian easements on the subject property will enable proper improvements to be made to said property, suitable to the neighborhood in which it is located.

2. Names and addresses of all persons holding any recorded interest in the property to be vacated (Title report)

Philip D. Benz and Rogene L. B. Benz are the sole owners of the subject property (please see attached Title Report, Exhibit 2).

4. Names and addresses of all persons owning any improvements constructed on public property proposed to be vacated (Includes written response from utility companies stating existence of utility and any easement requirements if utility exists)

There are no known improvements constructed on the easements proposed to be vacated. Letters to utilities informing them of intent to vacate said easements are attached (Exhibit 3). Said letters were sent June 4, 2001 and return receipts have been received from all addressees. No responses indicating objection to the vacation of the easements have been received.

5. Names and addresses of all persons owning real property abutting public property proposed to be vacated.

Names and addresses of persons owning real property abutting the subject property are included in Exhibit 4.

6. Signatures, acknowledged by a person authorized to take acknowledgements of deed, (Assessor's Office) of either owners of 60 percent of the land abutting the property proposed to be vacated or 60 percent of the owners of land


Notarized signatures are provided in Exhibit 5, attached. It should be noted that signatures from owners of 100% of abutting properties are included.

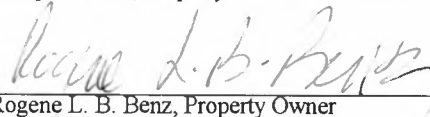
7. If the petition is for vacation of property that will be redivided in any manner, a subdivision plan or partitioning plan showing the proposed redivision.

This criterion does not apply since the subject property will not be subdivided.

8. A deposit of 120% of estimated costs, \$1065.00 minimum.

A check, drawn on the account of Philip D. Benz and in the amount of \$1065.00, is attached.

Signed:  Date: 7/12/01
Philip D. Benz, Property Owner

Signed:  Date: 7-12-01
Rogene L. B. Benz, Property Owner

~~~~~

August 1, 2001

Mr. Patrick Hinds  
Transportation Division  
Multnomah County  
1600 SE 190<sup>th</sup> Ave.  
Portland, OR 97233-5910

Dear Mr. Hinds:

Per your request this afternoon, I am writing this letter to amend the Formal Request for Easement Vacation, dated July 12, 2001, which I submitted for the property located at 2852 SW 64<sup>th</sup> Place, Portland, Oregon, Multnomah County. In particular, this letter corrects the legal description of the property and the 5-foot wide public pedestrian easements to be vacated.

Vacation is requested for all of the public pedestrian pathway easements created by Argent Subdivision as recorded in Book 1204, page 93 of the Multnomah County Plat Records, that lie within the tract of land the legal description of which is contained in the Attached Exhibit I and in the Title Report attached as Exhibit 2 of the Formal Request for Easement Vacation dated July 12, 2001.

Thank you for your prompt attention to this matter. Please contact me at your convenience if there are any questions.

Regards,



Philip D. Benz

/encl.

**Exhibit I**  
**Legal Description of the Property**

The legal description of the subject property, located at 2852 SW 64<sup>th</sup> Place, Portland, Oregon, Multnomah County, is provided as attached and sourced from the Warranty Deed recorded in the County of Multnomah on November 23, 1999.

AFTER RECORDING RETURN TO:

Philip D. Benz  
Rogene LB Benz

13339 SW Essex Drive

Tigard, OR 97223

Until a change is requested all tax  
statements shall be sent to the following  
address:

SAME AS ABOVE

Recorded in the County of Multnomah, Oregon  
C. Swick, Deputy Clerk



33.00

99213413 1:52pm 11/23/99

029 598779 03 18 000202  
A37 2 0.00 10.00 3.00 20.00 0.00

Escrow No: 6500-02230-JP

Order No: 208966

WARRANTY DEED - STATUTORY FORM  
(INDIVIDUAL or CORPORATION)

TODD R. WHITE

Grantor, conveys and warrants to PHILIP D. BENZ and ROGENE L.B. BENZ, as tenants by the  
entirety

Grantee, the following described real property free of encumbrances except as specifically  
set forth herein:

(Continued)

This instrument will 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 approved uses and to determine any limits on lawsuits  
against farming or forest practices as defined in ORS 30.930.

ENCUMBRANCES:

1. Easements as dedicated or delineated on the recorded plat.  
For: 5 foot wide pedestrian pathway
2. Covenants, conditions and restrictions as shown on the recorded plat.

The true consideration for this conveyance is \$106,500.00

Dated November 19, 1999 ; if a corporate grantor, it has caused its name to  
be signed by order of its board of directors.

Todd R. White

WARRANTY DEED - STATUTORY FORM  
(INDIVIDUAL or CORPORATION)

TODD R. WHITE

Grantor, conveys and warrants to PHILIP D. BENZ and ROGENE L.B. BENZ, as tenants by the entirety

Grantee, the following described real property free of encumbrances except as specifically set forth herein:

(Continued)

This instrument will 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 approved uses and to determine any limits on lawsuits against farming or forest practices as defined in ORS 30.930.

ENCUMBRANCES:

1. Easements as dedicated or delineated on the recorded plat.  
For: 5 foot wide pedestrian pathway
2. Covenants, conditions and restrictions as shown on the recorded plat.

The true consideration for this conveyance is \$106,500.00

Dated November 19, 1999 ; if a corporate grantor, it has caused its name to be signed by order of its board of directors.

Todd R. White  
Todd R. White

STATE OF OREGON, County of Washington ) ss.

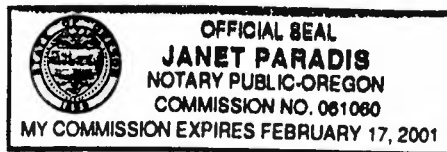
This instrument was acknowledged before me on November 19, 19 99  
by Todd R. White

This instrument was acknowledged before me on \_\_\_\_\_, 19 \_\_\_\_  
by \_\_\_\_\_ as \_\_\_\_\_

of \_\_\_\_\_

Janet Paradis  
Notary Public for Oregon

My commission expires: 2/17/01



2

**LEGAL DESCRIPTION**

Situated in the Northwest one-quarter of Section 7, Township 1 South, Range 1 East, of the Willamette Meridian and a portion of Lot 16, ARGENT SUBDIVISION, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at an iron rod with cap found on the East right of way line of S.W. Bucharest Court, being South  $0^{\circ}19'53''$  West 597.01 feet and South  $89^{\circ}40'07''$  East 143.74 feet from the Northwest corner of Section 7; thence continuing on the said right of way line on a curve to the left with a central angle of  $9^{\circ}54'46''$ , radius of 130.00 feet (chord bears North  $1^{\circ}16'32''$  East 22.46 feet) a distance of 22.49 feet to an iron rod with a cap set; thence on a curve to the right with a central angle of  $71^{\circ}10'51''$ , radius of 25.00 feet, (chord bears North  $31^{\circ}54'34''$  East 29.10 feet) a distance of 31.06 feet to an iron rod with cap set; thence on a curve to the left with a central angle of  $24^{\circ}00'00''$ , radius of 200.00 feet, (chord bears North  $55^{\circ}30'00''$  East 83.17 feet) a distance of 83.78 feet to an iron rod with cap set; thence North  $43^{\circ}30'00''$  East 57.07 feet to an iron rod with cap set; thence South  $46^{\circ}30'00''$  East 150.03 feet to an iron rod with cap set; thence South  $51^{\circ}29'20''$  West 90.00 feet to an iron rod with cap found; thence North  $81^{\circ}42'00''$  West 163.82 feet to the point of beginning.

**Exhibit 1**

**Plat Maps**

MULLEN SUBDIVISION LUIS 201024  
A REPLAT OF PART OF LOT 16 - ARGENT SUBDIVISION AND  
PART OF THE NW 1/4 OF SEC. 7, T.1S, R.1E, W.M. - MULT. CO.

NU.056 P.4/8

1947: F      1947: R. K. H. I.

SURVEYED BY:  
DICK LOVE LAND SURVEYS, INC.  
220 ABERMETHY LANE  
CLADSTONE, ORG. 97027  
650-4718  
DATE: JUNE 19, 1983

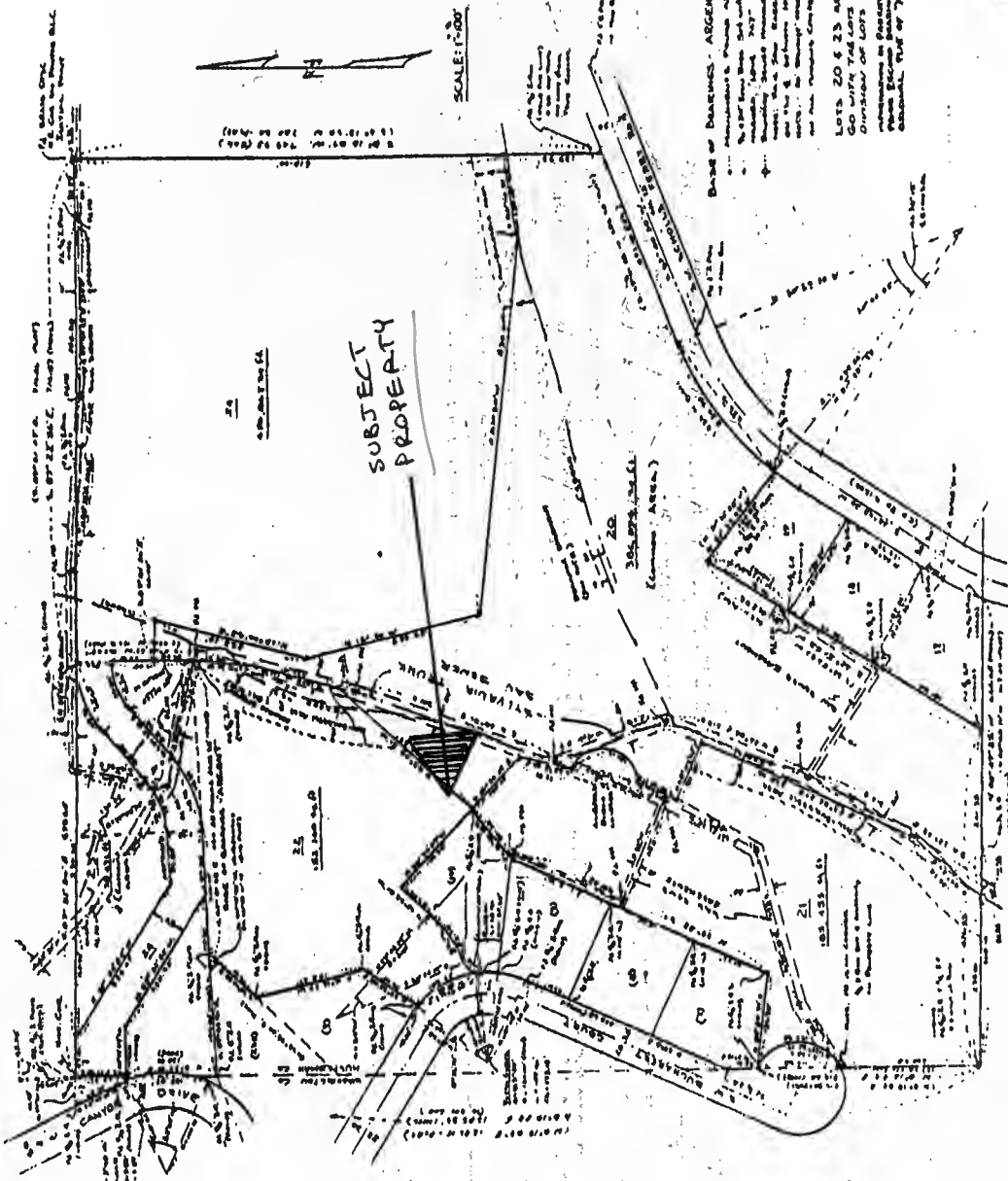
REGISTERED  
C R E G G  
LAND SURVEYOR

*Robert C. Cregg*

JOHN A. WOOD  
RECORD & LOG  
747

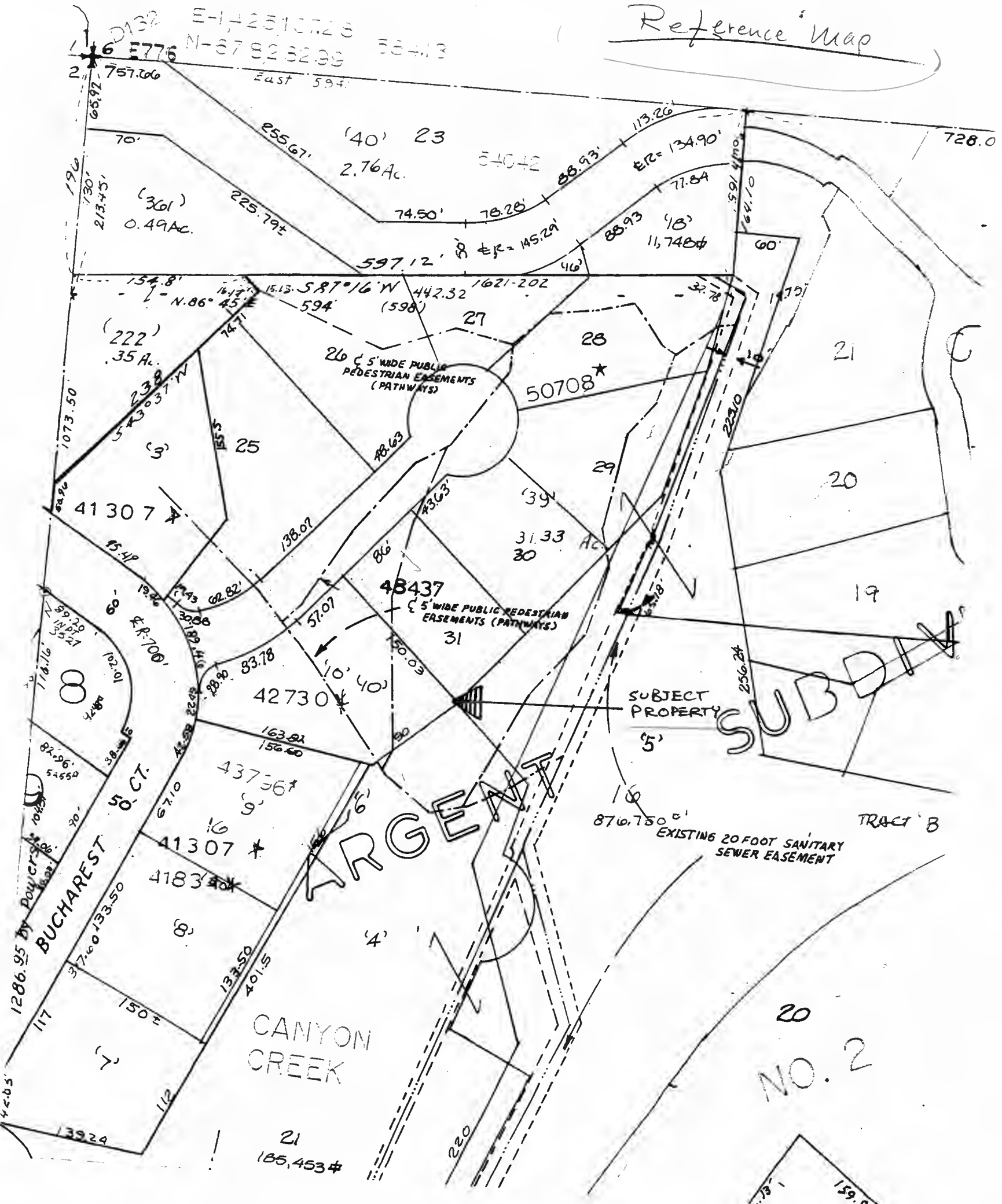
[illegible]

12/16  
12-63 9-20-83 A38-0-1





Reference Map



## **Exhibit 2**

### **Title Report**



**POLICY OF TITLE INSURANCE**

**CHICAGO TITLE INSURANCE COMPANY OF OREGON**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY OF OREGON, an Oregon corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

Issued by:

CHICAGO TITLE INSURANCE  
COMPANY OF OREGON  
10001 S.E. SUNNYSIDE ROAD  
CLACKAMAS, OR 97015  
(503) 653-7300

**CHICAGO TITLE INSURANCE COMPANY OF OREGON**

By:

*Bradley J. London*

President

By:

*Thomas J. Adams*

Secretary

*Norman Lee*

Authorized Signature

ALTA OWNER'S POLICY (10-17-92)



The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

## CONDITIONS AND STIPULATIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a) (iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable.

If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

### 4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable.

any time when the insured is required to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

#### SCHEDULE A

Date of Policy: November 23, 1999 at 1:52 p.m.

Policy No.: 208966

Amount of Insurance: \$106,500.00

Premium: \$467.50

1. Name of Insured:

PHILIP D. BENZ and ROGENE L.B. BENZ

2. The estate or interest in the land which is covered by this policy is:

FEE SIMPLE

3. Title to the estate or interest in the land is vested in:

PHILIP D. BENZ and ROGENE L.B. BENZ, as tenants by the entirety

4. The land referred to in this policy is described as follows:

(Continued)

LEGAL DESCRIPTION

Situated in the Northwest one-quarter of Section 7, Township 1 South, Range 1 East, of the Willamette Meridian and a portion of Lot 16, ARGENT SUBDIVISION, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at an iron rod with cap found on the East right of way line of S.W. Bucharest Court, being South  $0^{\circ}19'53''$  West 597.01 feet and South  $89^{\circ}40'07''$  East 143.74 feet from the Northwest corner of Section 7; thence continuing on the said right of way line on a curve to the left with a central angle of  $9^{\circ}54'46''$ , radius of 130.00 feet (chord bears North  $1^{\circ}16'32''$  East 22.46 feet) a distance of 22.49 feet to an iron rod with a cap set; thence on a curve to the right with a central angle of  $71^{\circ}10'51''$ , radius of 25.00 feet, (chord bears North  $31^{\circ}54'34''$  East 29.10 feet) a distance of 31.06 feet to an iron rod with cap set; thence on a curve to the left with a central angle of  $24^{\circ}00'00''$ , radius of 200.00 feet, (chord bears North  $55^{\circ}30'00''$  East 83.17 feet) a distance of 83.78 feet to an iron rod with cap set; thence North  $43^{\circ}30'00''$  East 57.07 feet to an iron rod with cap set; thence South  $46^{\circ}30'00''$  East 150.03 feet to an iron rod with cap set; thence South  $51^{\circ}29'20''$  West 90.00 feet to an iron rod with cap found; thence North  $81^{\circ}42'00''$  West 163.82 feet to the point of beginning.

Policy No. 208966

**SCHEDULE B**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

**GENERAL EXCEPTIONS**

1. a. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
b. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. a. Easements, liens, encumbrances, interests or claims thereof which are not shown by the public records.  
b. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
4. a. Unpatented mining claims;  
b. Reservations or exceptions in patents or in Acts authorizing the issuance thereof;  
c. Water rights, claims or title to water;  
whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
5. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

Policy No. 208966

SCHEDULE B - continued

SPECIAL EXCEPTIONS:

6. Easements as dedicated or delineated on the recorded plat.  
For: 5 foot wide pedestrian pathway
7. Covenants, conditions and restrictions as shown on the recorded plat.

End of Policy

6500-02230-JP

01/19/00

grs



OWNER'S INFLATION PROTECTION ENDORSEMENT

Attached to Policy No. 208966  
Issued by

CHICAGO TITLE INSURANCE COMPANY OF OREGON

Dated: November 23, 1999 at 1:52 p.m.

Premium: No Charge

The Company, recognizing the current effect of inflation on real property valuation and intending to provide additional monetary protection to the insured owner named in the policy, hereby modifies the policy, as follows:

1. notwithstanding anything contained in the policy to the contrary, the amount of insurance provided by the policy, as stated in Schedule A thereof, is subject to cumulative annual upward adjustments in the manner and to the extent hereinafter specified;
2. 'adjustment date' is defined, for the purpose of this endorsement, to be 12:01 a.m. on the first January 1 which occurs more than six months after the Date of Policy, as shown in Schedule A of the policy to which this endorsement is attached and on each succeeding January 1;
3. an upward adjustment will be made on each of the adjustment dates, as defined above, by increasing the maximum of insurance provided by the policy by 10% (ten percent) per year for 5 (five) years; provided, however, that the maximum amount of insurance in force shall never exceed 150% of the amount of insurance stated in Schedule A of the policy, less the amount of any claim paid under the policy which, under the terms of the conditions and stipulations, reduces the amount of insurance in force;
4. in the settlement of any claim against the Company under the policy, the amount of insurance in force shall be deemed to be the amount which is in force as of the date on which the insured claimant first learned of the assertion or possible assertion of such claim, or as the date of receipt by the Company of the first notice of the claim, whichever shall first occur.

This endorsement is made a part of the policy and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

CHICAGO TITLE INSURANCE COMPANY  
OF OREGON

BY: 

Authorized Signature



## 5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

## 6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

### (a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

### (b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

## 7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

## 8. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

## 9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

## 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

## 11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

## 12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

## 13. SUBROGATION UPON PAYMENT OR SETTLEMENT

### (a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy

**(b) The Company's Rights Against Non-insured Obligors.**

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

**14. ARBITRATION**

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**16. SEVERABILITY**

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

**17. NOTICES, WHERE SENT**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at:

Chicago Title Insurance Company of Oregon  
Claims Department  
P.O. Box 218  
Portland, Oregon 97207

## **Exhibit 3**

### **Letters to Utility Companies**

~~~~~

June 4, 2001

PGE

121 SW Salmon St.
Portland, OR 97204

To Whom It May Concern:

This letter is to inform you of an intent to vacate 5-foot wide public pedestrian pathway easements on a privately-owned residential lot in Argent Subdivision, Multnomah County. The prerequisite feasibility study has been completed and no negative comments were received according to Mr. Patrick Hinds, Engineer Tech/Senior in the Transportation Division of Multnomah County.

It should be noted that:

- 1) The easements have apparently not been used to create any pathways: there is no evidence that any pedestrian pathways or any improvements constructed thereon have ever existed on the property.
- 2) Pedestrian public pathways on the subject property appear to have no use, apparently due to: (i) the lack of any useful destination of said pathways (the easements do not lead anywhere except to neighboring lots, all of which have had houses built on them, and to SW 64th Place, (ii) the unfavorable location and terrain of the subject property, and (iii) the location and route of the easements.

The address of the property on which the easements are located is 2852 SW 64th Place, Portland, Oregon, Multnomah County, in the Argent Subdivision. The property ID is R107571. Legal description is: T1S, R1E, Section 07, Argent Sub-division, Tax Lot 1300, Lot 16, R#03560-0240. The most recent known plat map is dated June 15, 1983 and was recorded on September 20, 1983; this map can be found in Book 1216, Page 62 -- please note that the easements indicated above are not shown on this map, but are shown on earlier maps made prior to replatting of the property.

Please address your questions or comments, if any, to me at the address shown below, with copies to Mr. Patrick Hinds at the Transportation Division, Multnomah County.

Thank you for your attention in this matter.

Regards,


Philip Benz, Property Owner

~~~~~

June 4, 2001

**Unified Sewer Agency**  
155 N. 1<sup>st</sup> Ave., Suite 270  
Hillsboro, OR 97124

To Whom It May Concern:

This letter is to inform you of an intent to vacate 5-foot wide public pedestrian pathway easements on a privately-owned residential lot in Argent Subdivision, Multnomah County. The prerequisite feasibility study has been completed and no negative comments were received according to Mr. Patrick Hinds, Engineer Tech/Senior in the Transportation Division of Multnomah County.

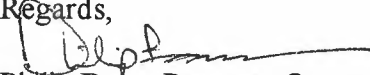
It should be noted that:

- 1) The easements have apparently not been used to create any pathways: there is no evidence that any pedestrian pathways or any improvements constructed thereon have ever existed on the property.
- 2) Pedestrian public pathways on the subject property appear to have no use, apparently due to: (i) the lack of any useful destination of said pathways (the easements do not lead anywhere except to neighboring lots, all of which have had houses built on them, and to SW 64<sup>th</sup> Place, (ii) the unfavorable location and terrain of the subject property, and (iii) the location and route of the easements.

The address of the property on which the easements are located is 2852 SW 64<sup>th</sup> Place, Portland, Oregon, Multnomah County, in the Argent Subdivision. The property ID is R107571. Legal description is: T1S, R1E, Section 07, Argent Sub-division, Tax Lot 1300, Lot 16, R#03560-0240. The most recent known plat map is dated June 15, 1983 and was recorded on September 20, 1983; this map can be found in Book 1216, Page 62 -- please note that the easements indicated above are not shown on this map, but are shown on earlier maps made prior to replatting of the property.

Please address your questions or comments, if any, to me at the address shown below, with copies to Mr. Patrick Hinds at the Transportation Division, Multnomah County.

Thank you for your attention in this matter.

Regards,  
  
Philip Benz, Property Owner

~~~~~

June 4, 2001

West Slope Water District
3105 SW 89th Ave.
Portland, OR 97225

To Whom It May Concern:

This letter is to inform you of an intent to vacate 5-foot wide public pedestrian pathway easements on a privately-owned residential lot in Argent Subdivision, Multnomah County. The prerequisite feasibility study has been completed and no negative comments were received according to Mr. Patrick Hinds, Engineer Tech/Senior in the Transportation Division of Multnomah County.

It should be noted that:

- 1) The easements have apparently not been used to create any pathways: there is no evidence that any pedestrian pathways or any improvements constructed thereon have ever existed on the property.
- 2) Pedestrian public pathways on the subject property appear to have no use, apparently due to: (i) the lack of any useful destination of said pathways (the easements do not lead anywhere except to neighboring lots, all of which have had houses built on them, and to SW 64th Place, (ii) the unfavorable location and terrain of the subject property, and (iii) the location and route of the easements.

The address of the property on which the easements are located is 2852 SW 64th Place, Portland, Oregon, Multnomah County, in the Argent Subdivision. The property ID is R107571. Legal description is: T1S, R1E, Section 07, Argent Sub-division, Tax Lot 1300, Lot 16, R#03560-0240. The most recent known plat map is dated June 15, 1983 and was recorded on September 20, 1983; this map can be found in Book 1216, Page 62 -- please note that the easements indicated above are not shown on this map, but are shown on earlier maps made prior to replatting of the property.

Please address your questions or comments, if any, to me at the address shown below, with copies to Mr. Patrick Hinds at the Transportation Division, Multnomah County.

Thank you for your attention in this matter.

Regards,


Philip Benz, Property Owner


~~~~~

June 4, 2001

**Qwest Communications**  
1801 California Street  
Denver, CO 80202

To Whom It May Concern:

This letter is to inform you of an intent to vacate 5-foot wide public pedestrian pathway easements on a privately-owned residential lot in Argent Subdivision, Multnomah County. The prerequisite feasibility study has been completed and no negative comments were received according to Mr. Patrick Hinds, Engineer Tech/Senior in the Transportation Division of Multnomah County.

It should be noted that:


- 1) The easements have apparently not been used to create any pathways: there is no evidence that any pedestrian pathways or any improvements constructed thereon have ever existed on the property.
- 2) Pedestrian public pathways on the subject property appear to have no use, apparently due to: (i) the lack of any useful destination of said pathways (the easements do not lead anywhere except to neighboring lots, all of which have had houses built on them, and to SW 64<sup>th</sup> Place, (ii) the unfavorable location and terrain of the subject property, and (iii) the location and route of the easements.

The address of the property on which the easements are located is 2852 SW 64<sup>th</sup> Place, Portland, Oregon, Multnomah County, in the Argent Subdivision. The property ID is R107571. Legal description is: T1S, R1E, Section 07, Argent Sub-division, Tax Lot 1300, Lot 16, R#03560-0240. The most recent known plat map is dated June 15, 1983 and was recorded on September 20, 1983; this map can be found in Book 1216, Page 62 -- please note that the easements indicated above are not shown on this map, but are shown on earlier maps made prior to replatting of the property.

Please address your questions or comments, if any, to me at the address shown below, with copies to Mr. Patrick Hinds at the Transportation Division, Multnomah County.

Thank you for your attention in this matter.

Regards,

  
Philip Benz, Property Owner

~~~~~  
June 4, 2001

Northwest Natural Gas

220 NW 2nd Ave.

Portland, OR 97209

To Whom It May Concern:

This letter is to inform you of an intent to vacate 5-foot wide public pedestrian pathway easements on a privately-owned residential lot in Argent Subdivision, Multnomah County. The prerequisite feasibility study has been completed and no negative comments were received according to Mr. Patrick Hinds, Engineer Tech/Senior in the Transportation Division of Multnomah County.

It should be noted that:

- 1) The easements have apparently not been used to create any pathways: there is no evidence that any pedestrian pathways or any improvements constructed thereon have ever existed on the property.
- 2) Pedestrian public pathways on the subject property appear to have no use, apparently due to: (i) the lack of any useful destination of said pathways (the easements do not lead anywhere except to neighboring lots, all of which have had houses built on them, and to SW 64th Place, (ii) the unfavorable location and terrain of the subject property, and (iii) the location and route of the easements.

The address of the property on which the easements are located is 2852 SW 64th Place, Portland, Oregon, Multnomah County, in the Argent Subdivision. The property ID is R107571. Legal description is: T1S, R1E, Section 07, Argent Sub-division, Tax Lot 1300, Lot 16, R#03560-0240. The most recent known plat map is dated June 15, 1983 and was recorded on September 20, 1983; this map can be found in Book 1216, Page 62 -- please note that the easements indicated above are not shown on this map, but are shown on earlier maps made prior to replatting of the property.

Please address your questions or comments, if any, to me at the address shown below, with copies to Mr. Patrick Hinds at the Transportation Division, Multnomah County.

Thank you for your attention in this matter.

Regards,


Philip Benz, Property Owner

~~~~~

June 4, 2001

**ATT Cable Services**  
3500 SW Bond Ave.  
Portland, OR 97201

To Whom It May Concern:

This letter is to inform you of an intent to vacate 5-foot wide public pedestrian pathway easements on a privately-owned residential lot in Argent Subdivision, Multnomah County. The prerequisite feasibility study has been completed and no negative comments were received according to Mr. Patrick Hinds, Engineer Tech/Senior in the Transportation Division of Multnomah County.

It should be noted that:

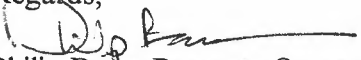
- 1) The easements have apparently not been used to create any pathways: there is no evidence that any pedestrian pathways or any improvements constructed thereon have ever existed on the property.
- 2) Pedestrian public pathways on the subject property appear to have no use, apparently due to: (i) the lack of any useful destination of said pathways (the easements do not lead anywhere except to neighboring lots, all of which have had houses built on them, and to SW 64<sup>th</sup> Place, (ii) the unfavorable location and terrain of the subject property, and (iii) the location and route of the easements.

The address of the property on which the easements are located is 2852 SW 64<sup>th</sup> Place, Portland, Oregon, Multnomah County, in the Argent Subdivision. The property ID is R107571. Legal description is: T1S, R1E, Section 07, Argent Sub-division, Tax Lot 1300, Lot 16, R#03560-0240. The most recent known plat map is dated June 15, 1983 and was recorded on September 20, 1983; this map can be found in Book 1216, Page 62 -- please note that the easements indicated above are not shown on this map, but are shown on earlier maps made prior to replatting of the property.

Please address your questions or comments, if any, to me at the address shown below, with copies to Mr. Patrick Hinds at the Transportation Division, Multnomah County.

Thank you for your attention in this matter.

Regards,

  
Philip Benz, Property Owner

## **Exhibit 4**

**Names and addresses of persons owning real property abutting the  
subject property**

| <b><u>Name of Property Owner</u></b> | <b><u>Property Owner's<br/>Abutting Property Address</u></b> | <b><u>Property Owner's<br/>Mailing Address</u></b> |
|--------------------------------------|--------------------------------------------------------------|----------------------------------------------------|
| Sharon J. Binder                     | 2636 SW 64 <sup>th</sup> Pl.<br>Portland OR 97225-3168       | 2636 SW 64 <sup>th</sup> Pl.,<br>Portland OR 97225 |
| Fred M. & Jane A.<br>Rosenbaum       | 2677 SW 64 <sup>th</sup> Pl.<br>Portland, OR 97225-3168      | 8835 SW Canyon Ln.<br>Portland, OR 97225           |
| James W. Buell                       | 2708 SW Bucharest Ct.<br>Portland, OR 97225-3168             | 2708 SW Bucharest Ct.<br>Portland, OR 97225        |
| Theodore G. & Gigi C.<br>Lambert     | 6336 SW Meade Ct.<br>Portland, OR 97225                      | 6336 SW Meade Ct.<br>Portland, OR 97225            |

**Exhibit 5**

**Signatures of persons owning real property abutting the  
subject property**

Signature Sheet

I have no objection to the proposed vacation of the public pedestrian pathway easements on the property located at 2852 SW 64<sup>th</sup> Place, Portland, Oregon, Multnomah County, ID # R107571.

Signed: Sharon Binder

Dated: 7/3/01

Printed Name:

Signed:

Dated:

Printed Name:

Owner(s) of Real Property Located at 2636 SW 64<sup>th</sup> Pl., Portland, OR

Notarized:

Signature Sheet

STATE OF OREGON,

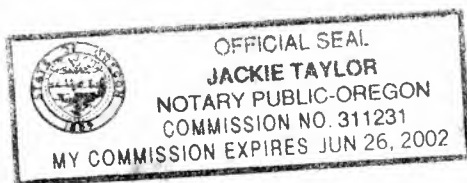
County of Washington

} ss.

FORM No. 23—ACKNOWLEDGMENT.  
Stevens-Ness Law Publishing Co. NL  
Portland, OR 97204 © 1992

BE IT REMEMBERED, That on this 3rd day of July, 7~~th~~ 2001,  
before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within  
named Sharon Binder

known to me to be the identical individual..... described in and who executed the within instrument and  
acknowledged to me that she..... executed the same freely and voluntarily.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
my official seal the day and year last above written.

Jackie Taylor  
Notary Public for Oregon  
My commission expires 6/26/02

Signature Sheet

I have no objection to the proposed vacation of the public pedestrian pathway easements on the property located at 2852 SW 64<sup>th</sup> Place, Portland, Oregon, Multnomah County, ID # R107571.

Signed: *Gigi Lambert*

Dated: 12 July 01

Printed Name: Gigi Lambert

Signed:

Dated:

Printed Name:

Owner(s) of Real Property Located at 6336 SW Meade Ct., Portland, OR

Notarized:



*Signed before me this 12<sup>th</sup> day of July 2001.*

*Mary F. Hough*

Signature Sheet

I have no objection to the proposed vacation of the public pedestrian pathway easements on the property located at 2852 SW 64<sup>th</sup> Place, Portland, Oregon, Multnomah County, ID # R107571.

Signed: Jane Rosenbaum

Dated: 6/28/01

Printed Name: Jane Rosenbaum

Signed: Fred M. Rosenbaum

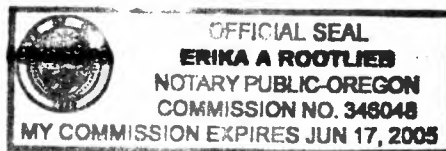
Dated:

Printed Name: FRED M. ROSENBAUM

Owner(s) of Real Property Located at 2677 SW 64<sup>th</sup> Pl., Portland, OR

Notarized: This instrument was acknowledged before me by Jane ROSENBAUM on the 12 day of July, 2001 EAR

Erika A. Rootlieb  
Notary in and for the state of Oregon  
Residing in Multnomah county.  
My commission expires June 17, 2005

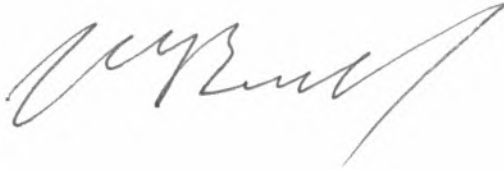




Signature Sheet

I have no objection to the proposed vacation of the public pedestrian pathway easements on the property located at 2852 SW 64<sup>th</sup> Place, Portland, Oregon, Multnomah County, ID # R107571.

Signed:



Dated:

07 July 01

Printed Name:

Signed:

NA.

Dated:

Printed Name:

Owner(s) of Real Property Located at 2708 SW Bucharest Ct., Portland, OR

Notarized: see attached

## ACKNOWLEDGMENT

State of Oregon

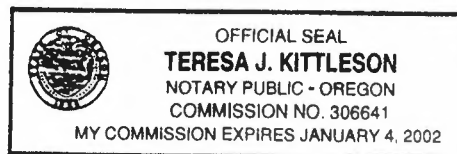
County of Washington

On July 7, 2001, before me, Teresa J. Kittleson,

Notary Public, personally appeared James W. Buell

personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Teresa J. Kittleson, Notary Public

My Commission Expires: 1-4-02

### Description of Attached Document:

Title or Type of Document: Signature Sheet

Document Date: July 7, 2001 Number of Pages: 1

Signer(s) Other Than Named Above: NA