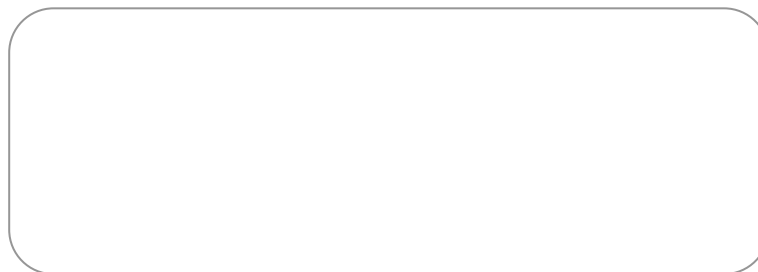


Grantor's Name and Address:

Portland Art Association
1219 SW Park Avenue
Portland, OR 97205



PUBLIC ACCESS EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that **The Oregon Art Institute** an Oregon nonprofit corporation, ("Grantor"), for good and valuable non-monetary consideration, the receipt whereof is hereby acknowledged, hereby grants unto the City of Portland, a municipal corporation of the State of Oregon, ("Grantee"), a perpetual access easement (this "Easement") for public use for the purpose of ingress and egress through, over and across the following described parcel (the "Easement Area"):

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

IT IS UNDERSTOOD:

- A. Grantor permits public rights of access and movement for pedestrians within and through the Easement Area as though said access and movement existed within a public right-of-way.
- B. No building shall be erected within the Easement Area without the prior written consent of the Grantee's Engineer.
- C. Grantor represents and warrants that it has the authority to grant this Easement and that the Easement Area is free from all liens and encumbrances that would materially affect the easement grant, except as set forth herein, and that it will defend the Grantee against the lawful claims and demands of all persons whomsoever with respect to any liens or encumbrances that would materially affect the easement grant, except as set forth herein.

R/W # 8314

1S1E04AA TL 6300

After Recording Return to:

Dee A. Walker, City of Portland

1120 SW 5th Avenue, 8th Floor

Portland, OR 97204

Tax Statement shall be sent to: No Change

- D. Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, which includes damages to Grantor's remaining property, if any, resulting from the acquisition or use of said property or property rights.
- E. This Easement herein granted does not convey any right, title or interest to the Easement Area, except as stated herein.
- F. This Easement herein granted is not a dedication of public right-of-way and it is understood and agreed that the Grantee, by accepting this Easement, is not accepting any liability for taxes, assessments, or other governmental charges relating to the property.
- G. Grantor herein assumes responsibility for construction, reconstruction, maintenance and repair of the Easement Area as though said facilities existed within a public right-of-way.
- H. The Grantor, its successors and assigns, agree to defend, indemnify and hold harmless the Grantee, its officers, agents, and employees against all liabilities, damages, losses, claims, demands, actions, and suits (including attorney fees and costs) resulting from the presence or release of hazardous substances onto or from the Easement Area. This provision shall not apply to a release of hazardous substances onto or from the Easement Area caused by the officers, agents or employees of the Grantee. Any action taken pursuant to this provision shall not constitute an admission of liability or waiver of any defenses to liability.
- I. Grantor shall be liable for any and all damages to any person who is injured or otherwise suffers damage resulting from the defective condition of any facilities within the Easement Area, or by reason of Grantor's failure to keep such facilities in safe condition and good repair. Grantor shall defend, indemnify, and hold Grantee, its officers, agents and employees harmless from any and all liability or claims for damages to persons or property which may arise or result from Grantor's failure to maintain, construct, reconstruct and repair said facilities.
- J. Grantor reserves all development rights appurtenant to the Easement Area for the Grantor and Grantor's heirs, successors, and assigns. This reservation of development rights includes, but is not limited to, the right to use the Easement Area for building setbacks, lot coverage, density calculations, and stormwater/pervious area.

IN WITNESS WHEREOF, the Grantor above named, has hereunto set its hand this

_____ day of _____, 20____.

*

State of OREGON

County of _____

This instrument was acknowledged before me on _____, 20____,
by _____(name) as _____(title) on
behalf of the Portland Art Association.

Notary Public for OREGON

My Commission expires _____

APPROVED AS TO FORM:

City Attorney

APPROVED:

Bureau Director or designee

8314\Public Access Esmt

EXHIBIT A

(Legal description to be inserted)

Example

