


Unnamed Road east of NE 160th Avenue

Petitioner: Valerie J. Nipper and Donald W. Etter

Qtr. Section: 2946 Section: 1N2E36AA

 Area Here-In Vacated



1 inch = 60 feet

Area Proposed for Vacation

EXHIBIT 2

Grantor's Name & Address:

Valerie J. Nipper and Donald W. Etter
1320 NE 160th Ave.
Portland, OR 97230

WALKWAY EASEMENT

Valerie J. Nipper and Donald W. Etter, 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, ("City" or "Grantee"), which acquires pursuant to its eminent domain power and authority, an easement for construction and perpetual use by the public of a walkway (this "Easement") over, and across real property described as follows (the "Easement Area"):

A strip of land across a portion of Lot 24, in the duly recorded Plat of "Subdivision of Lot 9, Block A; Lot 7, Block E; Lot 7, Block F; Lot 7, Block G and Lot 17, Block H, Glendoveer Acres," situated in the northeast one-quarter of Section 36, T1N, R2E, W.M., in the City of Portland, County of Multnomah, State of Oregon, said strip being the south 15.00 feet of the north 30.00 feet of said Lot 24, excepting therefrom the east 16.00 feet thereof, as depicted on Exhibit A attached and incorporated by reference.

Contains 4,215 square feet, more or less.

- A. Grantor represents and warrants that they have 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, and that Grantor will defend the City 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.

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1N2E36AA TL 4800

After Recording Return to:

Karl Arruda, City of Portland

1120 SW 5th Avenue, 8th Floor

Tax Statement shall be sent to: No Change

- B. The Grantor, their 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.
- C. Grantor shall be responsible for constructing, reconstructing, maintaining and repairing the walkway as though said walkway existed within a public street right-of-way. Said 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 walkway adjacent to said property, or by reason of Grantor's failure to keep such walkway in safe condition and good repair. Grantor shall defend, indemnify, and hold the City, 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 the walkway.
- D. Grantor permits public rights of access and movement within this walkway easement as though said walkway existed within a public right-of-way.
- E. Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of said property or property rights.
- F. The Easement herein granted does not convey and right or interest to title to the Easement Area, except as stated herein.
- G. The Easement herein granted is not a dedication of public right-of-way and it is understood and agreed that the City, by accepting this Easement, is not accepting any liability for taxes, assessments, or other governmental charges relating to the Easement Area.
- I. The right of repurchase has been waived pursuant to ORS 35.385(1)(b).
- K. The Easement herein shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of the City.

TO HAVE AND TO HOLD, the above described and granted premises unto said City of Portland for the uses and purposes aforesaid forever.

IN WITNESS WHEREOF, the Grantor above named has hereunto set their hands this ____
____ day of _____, 20____.

Valerie J. Nipper

Donald W. Etter

STATE OF _____

County of _____

This instrument was acknowledged before me on _____, 20____, by Valerie J. Nipper and Donald W. Etter.

Notary Public for (state)_____
My Commission expires _____

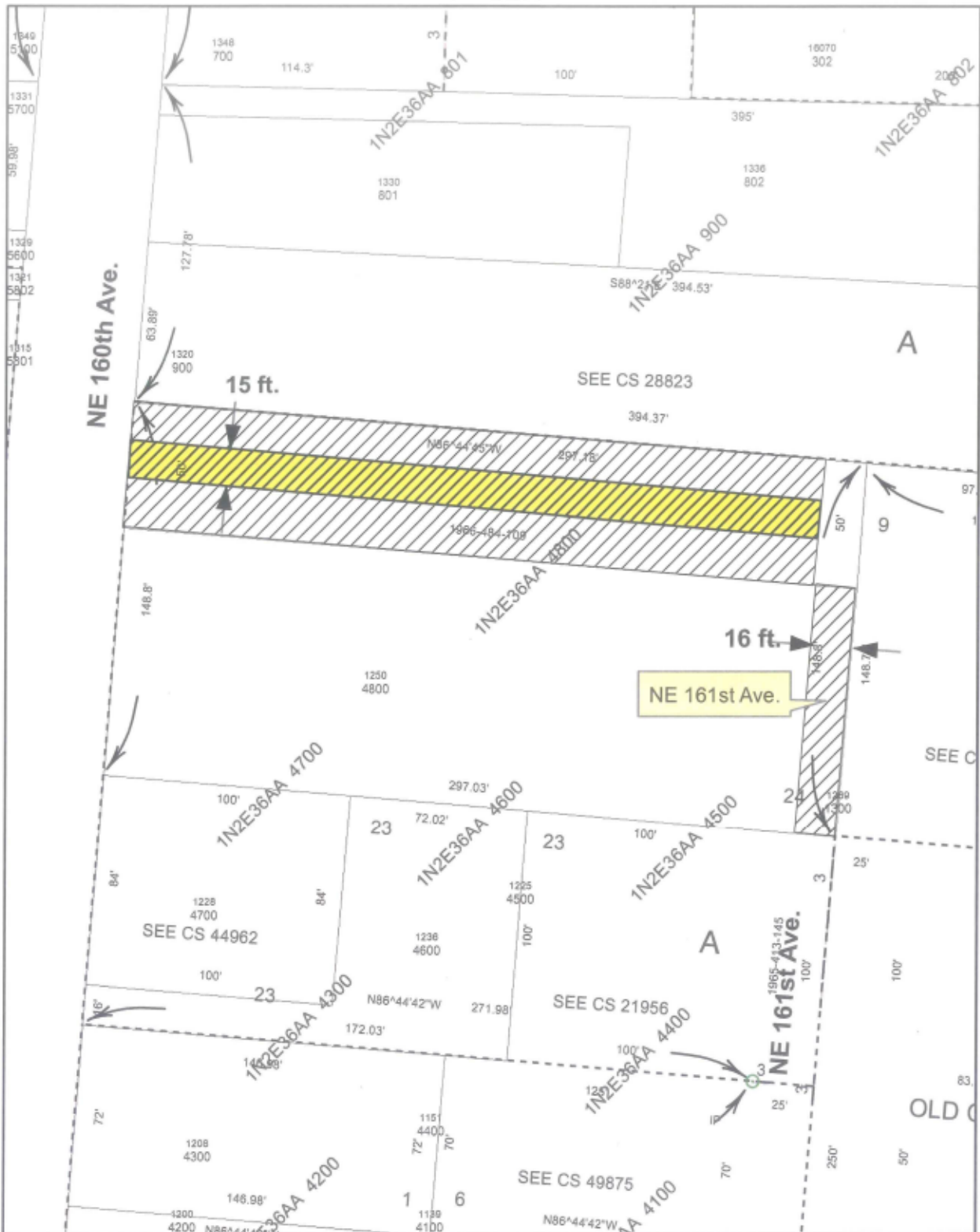
Approved as to form:

City Attorney

Approved:

Bureau Director or designee

Exhibit A



NE 161st Avenue south of NE Halsey Street

Legal: A Portion of Lot 24, Block A, Glendoveer Acres

Grantor: Valerie J. Nipper and Donald W. Etter

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 Easement Area



1 inch = 60 feet

Grantor's Name and Address:
Valerie J. Nipper and Donald W. Etter
1320 NE 160th Ave.
Portland, OR 97230

EASEMENT FOR RIGHT-OF-WAY PURPOSES

Valerie J. Nipper and Donald W. Etter, ("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"), which acquires pursuant to its eminent domain power and authority, an easement for public street and right-of-way purposes in the real property, being particularly described as follows ("Subject Property"):

A strip of land over and across a portion of Lot 24, in the duly recorded Plat of "Subdivision of Lot 9, Block A; Lot 7, Block E; Lot 7, Block F; Lot 7, Block G and Lot 17, Block H, Glendoveer Acres," situated in the northeast one-quarter of Section 36, T1N, R2E, W.M., in the City of Portland, County of Multnomah, State of Oregon, said strip being the east 16.00 feet of said Lot 24, except the north 50.00 feet thereof, as depicted on Exhibit A attached and incorporated by reference.

Contains 1580.80 square feet, more or less.

TO HAVE AND TO HOLD, the same easement to the City of Portland for the uses and purposes aforesaid forever.

- A. Grantor represents that to the best of Grantor's knowledge after appropriate inquiry under the circumstances, the Subject Property is in compliance with all local, State and Federal environmental laws and regulations.
- B. Grantor represents that Grantor has disclosed all knowledge of any release of hazardous substances onto or from the Subject Property, and disclosed any known

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After Recording Return to:

Karl Arruda, City of Portland

1120 SW 5th Avenue, 8th Floor

Portland, OR 97204

Tax Statement shall be sent to: No Change

report, investigation, survey, or environmental assessment regarding the Subject Property. "Release" and "hazardous substance" shall have the meaning as defined under Oregon law.

- C. Grantor warrants that there are no underground storage tanks, as defined under Oregon law, presently on or under the Subject Property.
- D. It is understood and agreed that the Grantee, by accepting this dedication, is not accepting any liability for any release of hazardous substances onto or from the Subject Property, and that the Grantor is not attempting to convey any such liability.
- E. The Grantor, Grantor's 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 Subject Property. This provision shall not apply to a release of hazardous substances onto or from the Subject Property 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.
- F. Grantor represents and warrants that Grantor has the authority to grant this easement, that the Subject Property is free from all liens and encumbrances that would materially affect the easement grant, and that Grantor and Grantor's successors will defend the same to the Grantee against all claims and demands of all persons whomsoever.
- G. Grantor agrees that the consideration recited herein is just compensation for the Subject Property or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of said Subject Property or property rights.
- H. Grantor understands and agrees that if Grantor terminates the development for any reason, Grantor is not entitled to the return of the property rights granted.

This section is intentionally left blank

IN WITNESS WHEREOF, the Grantor above named has hereunto set their hands this ____
____ day of _____, 20____.

Valerie J. Nipper

Donald W. Etter

STATE OF _____

County of _____

This instrument was acknowledged before me on _____, 20____, by Valerie J. Nipper and Donald W. Etter.

Notary Public for (state)_____
My Commission expires _____

APPROVED AND ACCEPTED:

Bureau Director or designee

Date

Pursuant to City Code 17.92 and Administrative Rule TRN-10.25, the property described above is hereby designated as "NE 161st Avenue".

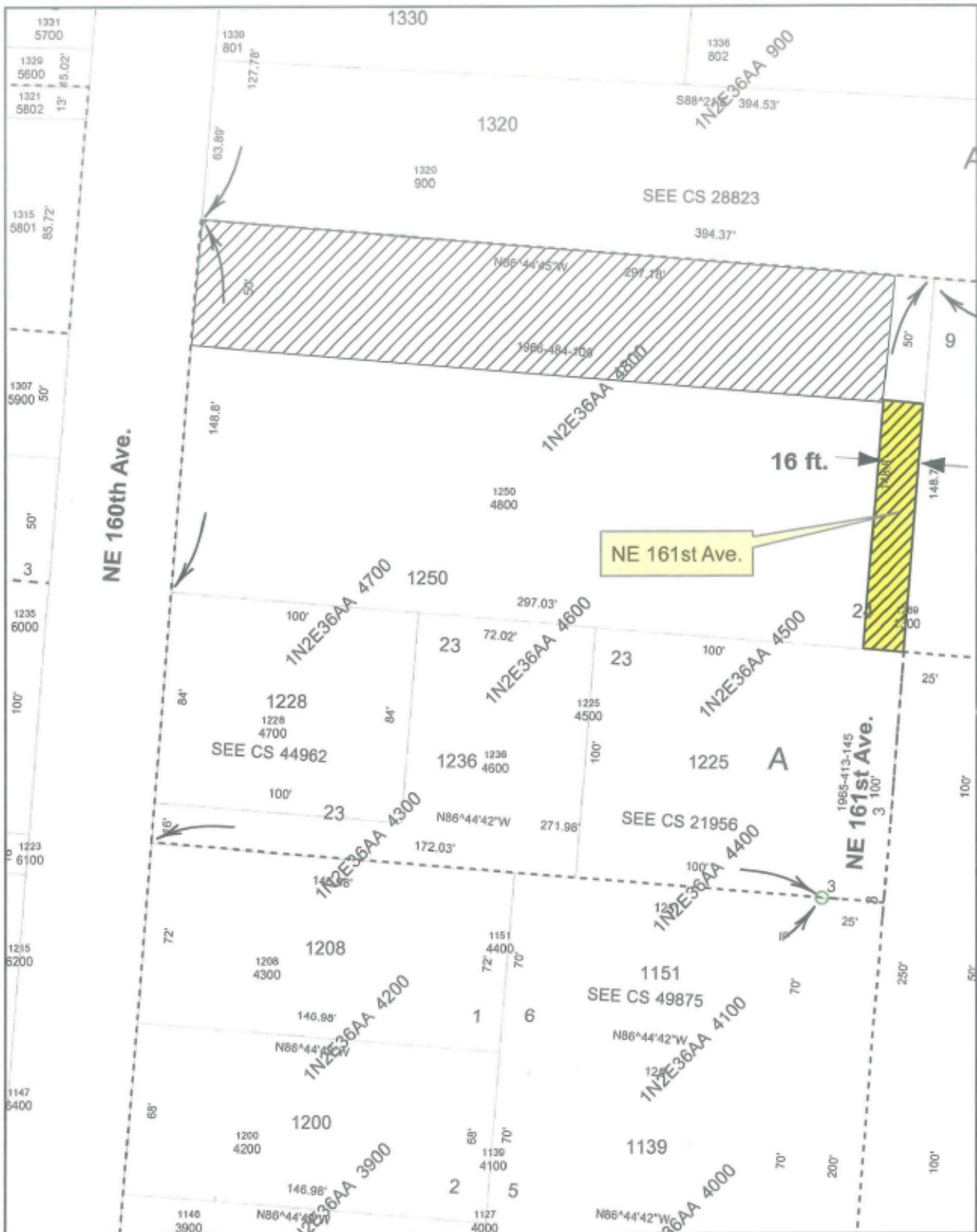
APPROVED:

By: _____
City Engineer or designee

APPROVED AS TO FORM:

City Attorney

Exhibit A



NE 161st Avenue south of NE Halsey Street

Legal: A Portion of Lot 24, Block A, Glendoveer Acres

Grantor: Valerie J. Nipper and Donald W. Etter

 Dedication Area

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1 inch = 60 feet