

EXHIBIT A



SW 46TH AVENUE AND SW FLORIDA STREET

Petitioner: ST. Luke Lutheran Church    Area Here-In Vacated

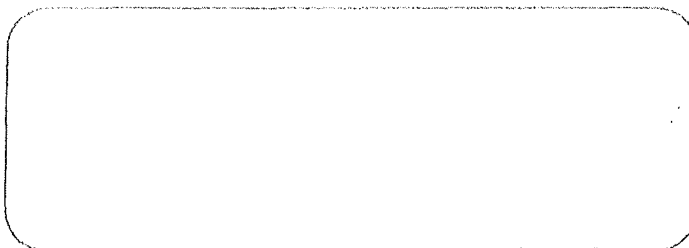
Qtr. Section: 3724    Section: 1S1E19AA

1 in = 200 ft

Area Here-In Vacated

**Grantor's Name and Address:**

St. Luke Lutheran Church  
of Portland Oregon, Inc.  
6835 SW 46<sup>th</sup> Avenue  
Portland, OR 97219

**DEED FOR RIGHT-OF-WAY PURPOSES**

KNOW ALL PERSONS BY THESE PRESENTS, that **St. Luke Lutheran Church of Portland Oregon, Inc.**, a nonprofit corporation duly organized and incorporated under the laws of the State of Oregon, ("Grantor"), in consideration of the sum of One and no/100 Dollar (\$1.00), and other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon, ("Grantee"), the receipt whereof is hereby acknowledged, hereby conveys unto the City of Portland, which purchases 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 property situated in the northeast one-quarter of Section 19, T1S, R1E, W.M., in the City of Portland, County of Multnomah, State of Oregon, said strip being the south 15.00 feet of that certain parcel of land described in Document No.\* as depicted on Exhibit A attached hereto and by this reference made a part hereof.

Contains 6,000 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 report, investigation, survey, or environmental assessment regarding the Subject

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R/W # 7191

1S1E19AA TL 2500

After Recording Return to:

Lance D. Lindahl, City of Portland

1120 SW 5th Avenue, 8th Floor

Portland, OR 97204

Tax Statement shall be sent to: No Change

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. The right of repurchase has been waived pursuant to ORS 35.385(1)(b).

*This section is intentionally left blank.*

IN WITNESS WHEREOF, St. Luke Lutheran Church of Portland, Oregon, Inc. ,  
pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these  
presents to be signed by \_\_\_\_\_ as President and \_\_\_\_\_  
\_\_\_\_\_ as Secretary, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ST. LUKE LUTHERAN CHURCH OF PORTLAND, OREGON, INC.  
AN OREGON NONPROFIT CORPORATION

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

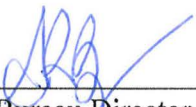
STATE OF \_\_\_\_\_

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

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_,  
by \_\_\_\_\_ as President, and \_\_\_\_\_ as  
Secretary, of St. Luke Lutheran Church of Portland, Oregon, Inc., an Oregon nonprofit  
corporation.

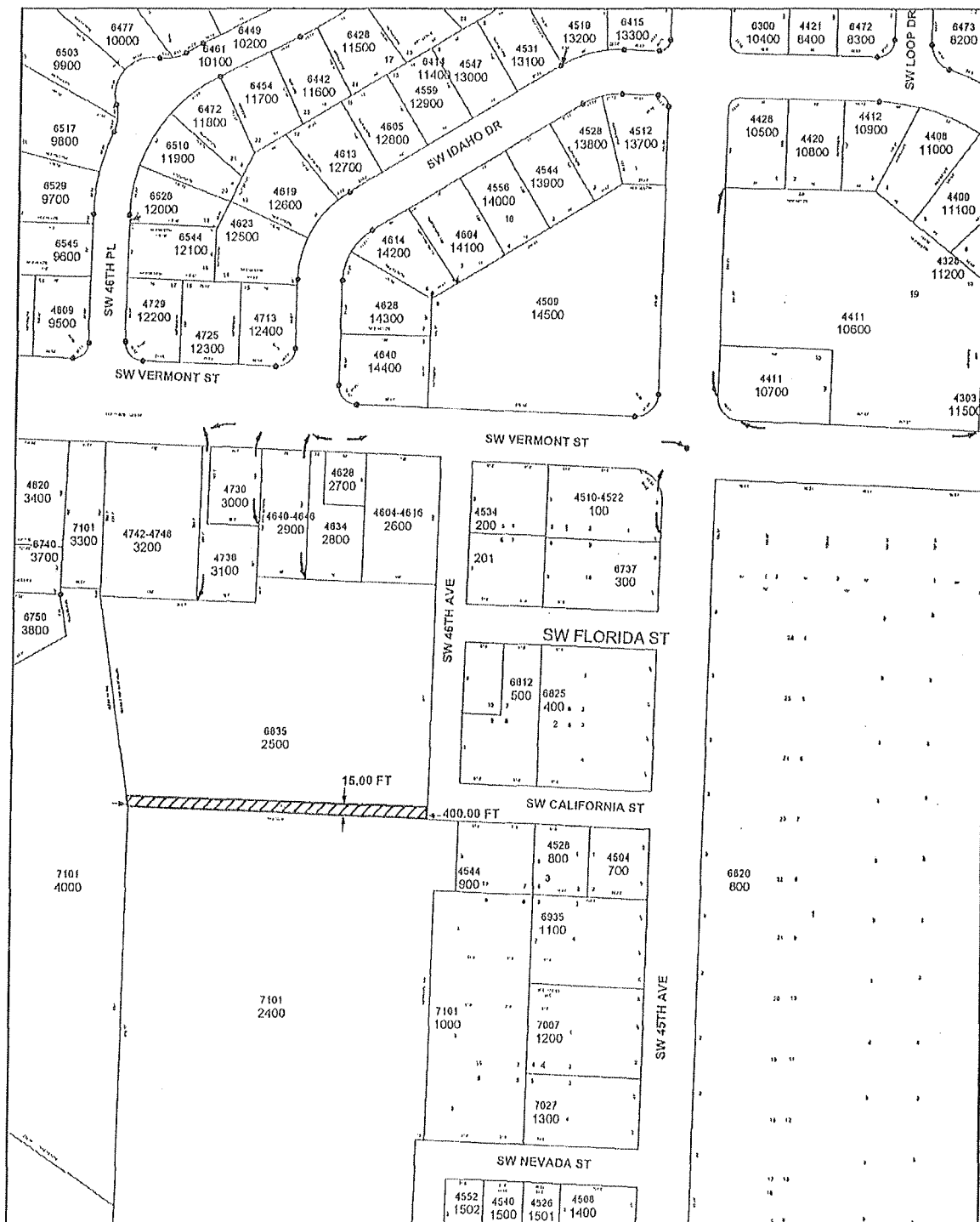
\_\_\_\_\_  
Notary Public for (state) \_\_\_\_\_  
My Commission expires \_\_\_\_\_

APPROVED AND ACCEPTED:

  
\_\_\_\_\_  
Bureau Director or designee

APPROVED AS TO FORM:

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



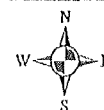
### SW CALIFORNIA STREET WEST OF VACATED SW 46TH AVENUE

Legal: A portion of Document No. \*

Grantor: St. Luke Lutheran Church

R/W: 7191 1/4 Section: 3724 Section: 1S1E19AA

 Dedication Area



1 in = 200 ft

Street Dedication

## EXHIBIT C

**Grantor's Name & Address:**

St. Luke Lutheran Church  
of Portland Oregon, Inc.  
6835 SW 46<sup>th</sup> Avenue  
Portland, OR 97219

**SEWER EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS, that **St. Luke Lutheran Church of Portland Oregon, Inc.**, a nonprofit corporation duly organized and incorporated under the laws of the State of Oregon, (Grantor), in consideration of the sum of One and no/100 Dollars (\$1.00), and other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon (Grantee), does hereby grant unto said City of Portland an exclusive and perpetual easement for the purpose of laying down, constructing, reconstructing, operating, inspecting, monitoring and maintaining a sewer or sewers and outfalls, wing walls, rip-rap, drainageways, flow control features and appurtenances, through, under, over and along the following described parcel (Easement Area):

A strip of land over and across a portion of vacated SW 46<sup>th</sup> Avenue, in the duly recorded Plat of "Bella Vista" situated in the northeast one-quarter of Section 19, T1S, R1E, W.M., in the City of Portland, County of Multnomah, State of Oregon, said strip being the north 165.00 feet of the east 15.00 feet of that portion of said SW 46<sup>th</sup> Avenue lying west of Lots 5 and 6, Block 1, Bella Vista, as depicted on Exhibit A attached hereto and by this reference made a part hereof.

Contains 2,475 square feet, more or less.

IT IS UNDERSTOOD and agreed that:

- A. Grantee will restore the Easement Area to a condition that is as good as or better than the condition existing prior to the original construction, except as to permanent changes made necessary by and authorized under this easement.
- B. No other utilities, buildings, facilities, easements, material storage, grade change or tree planting will be allowed within the easement boundaries without prior written consent of the Director of the Bureau of Environmental Services. Landscaping which by its nature

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R/W #7191

1S1E19AA TL 200 & 201

After Recording Return to:

Lance D. Lindahl, City of Portland

1120 SW 5th Avenue, Suite 800

Portland, OR 97204

Tax Statement shall be sent to: No Change

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 the right of access for construction, inspection, maintenance or other sewerage system activities.
- 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 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 it has the authority to grant this easement, that the Easement Area is free from all liens and encumbrances that would materially affect the easement grant, and that it will defend the same to Grantee against the lawful claims and demands of all persons whomsoever.
- G. This easement is granted pursuant to the exercise of the eminent domain power and authority of Grantee, with the consideration paid by Grantee accepted as 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.
- I. Grantor represents that to the best of its knowledge, after appropriate inquiry under the circumstances, the Easement Area is in compliance with all local, State and Federal environmental laws and regulations.
- J. Grantor represents that it 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 regarding the Easement Area. "Release" and "hazardous substance" shall have the meaning as defined under Oregon law.
- K. Grantor warrants that there are no underground storage tanks, as defined under Oregon law, presently on or under the Easement Area.
- L. 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.

IN WITNESS WHEREOF, St. Luke Lutheran Church of Portland, Oregon, Inc. ,  
pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these  
presents to be signed by \_\_\_\_\_ as President and \_\_\_\_\_  
\_\_\_\_\_ as Secretary, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ST. LUKE LUTHERAN CHURCH OF PORTLAND, OREGON, INC.  
AN OREGON NONPROFIT CORPORATION

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ as President, and \_\_\_\_\_ as  
Secretary, of St. Luke Lutheran Church of Portland, Oregon, Inc., an Oregon nonprofit  
corporation.

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

APPROVED AS TO FORM:

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

APPROVED:

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



## Sewer Easement