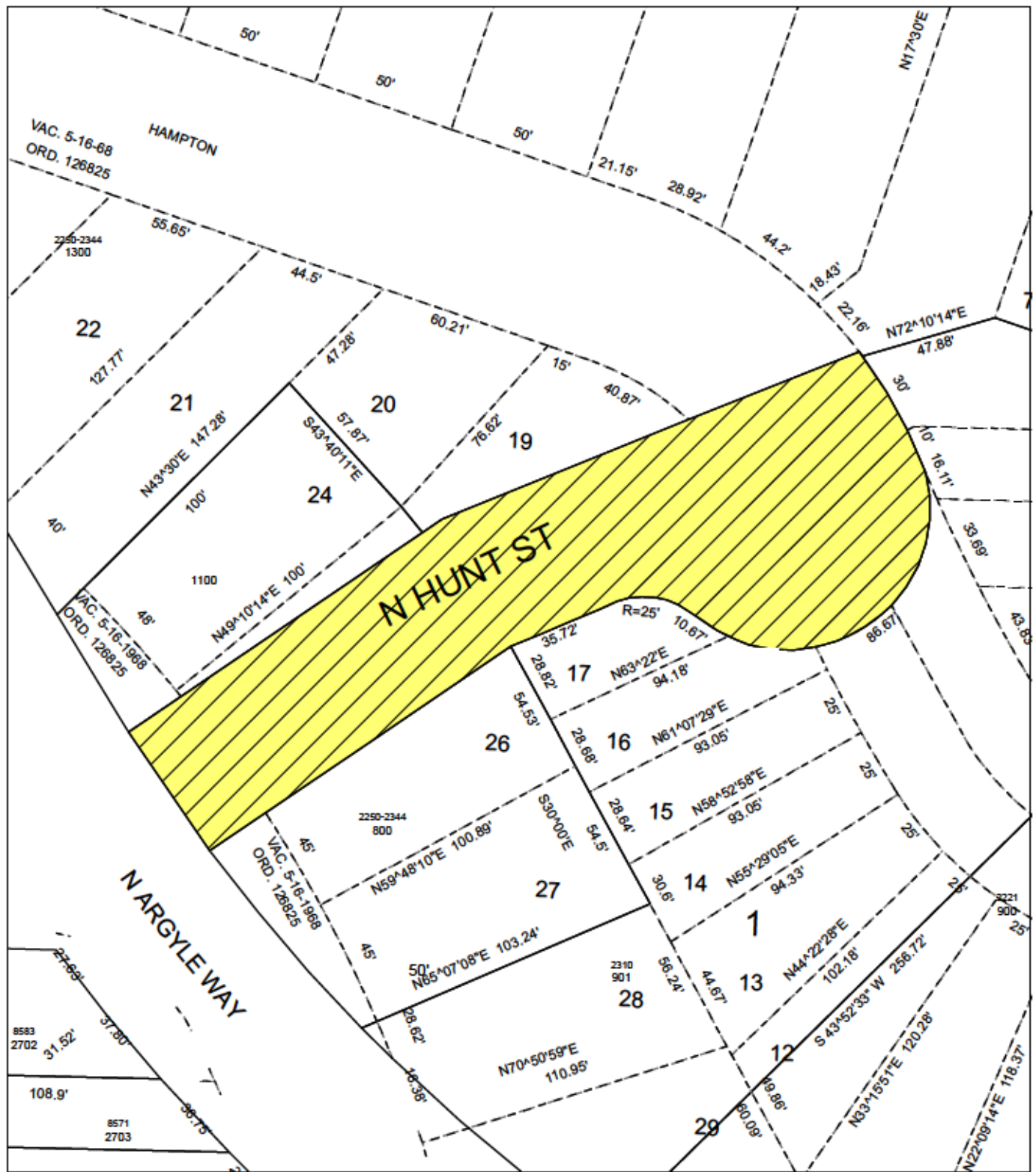


Exhibit A



N HUNT ST EAST OF N ARGYLE WAY

Petitioner: City of Portland

Section: 1N1E09AC



Area herein vacated



1 in = 50 ft

EXHIBIT B

Grantor's Name & Address:

Transition Projects, Inc.
665 NW Hoyt Street
Portland, OR 97209

SEWER EASEMENT

Transition Projects, Inc. ("Grantor"), for good and valuable non-monetary consideration, the receipt whereof is hereby acknowledged, hereby grants unto the City of Portland ("Grantee"), a municipal corporation of the State of Oregon a perpetual easement ("this Easement") for the purpose of laying down, constructing, reconstructing, operating, inspecting, monitoring and maintaining a sewer or sewers and appurtenances (the "Facilities"), through, under, over and along the following described parcel ("the Easement Area"):

As described on Exhibit A and depicted on Exhibit B attached and incorporated by reference.
(*Exhibits not attached and will be provided by Grantor and approved by BES*)

Contains * square feet, more or less.

IT IS UNDERSTOOD and agreed that:

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

R/W #*

BES #*

* TL *

After Recording Return to:

Dee A. Walker, City of Portland

1120 SW 5th Avenue, Suite 800

Portland, OR 97204

Tax Statement shall be sent to: No Change

- C. This Easement includes a right of access for Grantee and its contractors and agents for construction, inspection, maintenance, and 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 the rights herein granted.
- E. Grantee may separately agree in writing to release this Easement should another location in which to locate the Facilities be acceptable to the Director of the Bureau of Environmental Services. In such case, Grantee will simultaneously provide Grantor a quitclaim deed releasing Grantor's interest in this Easement, and, if necessary, in the reasonable judgment of Grantee, a new easement protecting and providing access to the Facilities to the same extent as provided in this Easement. Grantee will pay the approved administrative costs associated with processing and recording the quitclaim deed and the new easement.
- F. This Easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee.
- G. 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.
- H. Grantor agrees that the consideration recited herein is just compensation for the Easement Area or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of said Easement Area 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 that may provide information relevant to 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.

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IN WITNESS WHEREOF, Transition Projects, 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____.

TRANSITION PROJECTS, INC., AN OREGON CORPORATION

By: _____
President

By: _____
Secretary

STATE OF _____

County of _____

This instrument was acknowledged before me on _____, 20____, by _____ as President, and _____ as Secretary, of Transition Projects, Inc., an Oregon corporation.

Notary Public for (state) _____
My Commission expires _____

APPROVED AS TO FORM:

City Attorney

APPROVED:

Bureau of Environmental Services Director
or designee

Date

IN WITNESS WHEREOF, Transition Projects, Inc., pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by

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By: _____
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By: _____
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My Commission expires _____

APPROVED AS TO FORM:

City Attorney

APPROVED:

Bureau of Environmental Services Director
or designee

Date