

Exhibit 3

Grantor's Name and Address:

TriMet
1800 SW 1st Avenue, Suite 300
Portland, OR 97201

PUBLIC WALKWAY EASEMENT

Tri-County Metropolitan Transportation District of Oregon, a mass transit district organized under the laws of the State of Oregon, ("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 ("this Easement") for perpetual use by the public of a walkway over and across real property in the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

As described on **Exhibit A** and depicted on **Exhibit B** attached and incorporated by reference ("the Easement Area").

Contains 15,728 square feet, more or less

IT IS UNDERSTOOD:

- A. 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 City of Portland 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.
- B. The Easement Area is also subject, in whole or in part, to that certain Access Easement from Grantor to Grantee dated _____. In case of conflict between the terms of this Easement and those of the Access Easement, the terms of the Access Easement will prevail.

R/W #9263

1N1E36AA

After Recording Return to:

Lance Lindahl, City of Portland

1120 SW 5th Avenue, Suite 1331

Portland, OR 97204

Tax Statement shall be sent to: No Change

- C. Grantor herein assumes responsibility for maintenance of the walkway as though said walkway existed within a public street right-of-way.
- D. To the extent permitted by Oregon law and within the limits of the Oregon Tort Claims Act, the Grantor and its successors and assigns, agree to defend, indemnify and hold harmless the City, 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 City. Any action taken pursuant to this provision shall not constitute an admission of liability or waiver of any defenses to liability.
- E. Grantor shall be responsible for constructing, reconstructing, maintaining and repairing the walkway. Grantor shall be liable for any and all damages to any person who is injured or otherwise suffers damage resulting from or by reason of Grantor's failure to keep said walkway in safe condition and good repair. To the extent permitted by Oregon law and within the limits of the Oregon Tort Claims Act, the Grantor and its successors and assigns, shall defend, indemnify, and hold the City of Portland, 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.
- F. Grantor permits public rights of pedestrian and bicycle access and movement within the Easement Area as though said walkway existed within a public right-of-way.
- G. The Parties understand that Grantor will construct a permanent stair/ramp structure and permanent substation building within the Easement Area for the benefit of Grantor's transit system. The Parties also agree that Grantor may place temporary structures within the Easement Area, such as vendor booths or art, which shall not unreasonably interfere with the use of the Easement Area as a public walkway. In the event Grantor desires to construct any permanent buildings or structures other than the stair/ramp structure and permanent substation building within the Easement Area, Grantor shall request the prior written consent of the Grantee's Director of the Bureau of Transportation, which consent shall not be unreasonably withheld or delayed.
- H. 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.
- I. This Easement herein granted does not convey any right or interest to title in the Easement Area, except as stated herein.
- J. This 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.

- K. Grantor reserves all development rights appurtenant to the Easement Area for the Grantor and its successors, executors, 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.
- L. Nothing herein shall be construed as limiting or prohibiting TriMet's right to enforce TriMet's Code, rules, or regulations within the Easement Area.
- M. The right of repurchase has been waived pursuant to ORS 35.385(1)(b).
- N. The easement herein shall bind the successors and assigns of Grantor and shall inure to the benefit of the successors in title of the Grantee.

This section is intentionally left blank.

IN WITNESS WHEREOF, Tri-County Metropolitan Transportation District of Oregon has caused these presents to be signed by its Director of Real Estate and Transit-Oriented Development, this _____ day of _____, 20_____.

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

By: _____
Lance Erz, Director of Real Estate and Transit-Oriented Development

State of OREGON

County of MULTNOMAH

This instrument was acknowledged before me on _____, 20_____, by Lance Erz, as Director of Real Estate and Transit-Oriented Development of the Tri-County Metropolitan Transportation District of Oregon, a mass transit district organized under the laws of the State of Oregon.

Notary Public for OREGON
My Commission expires _____

Approved as to form:

City Attorney

Approved and Accepted:

Bureau Director or designee

Date