

Exhibit 2

Grantor's Name & Address:
GENERAL ASSEMBLY, LLC
PO Box 454
Corbett, OR 97019

SEWER EASEMENT

GENERAL ASSEMBLY, LLC, an Oregon limited liability company (“Grantor”), in consideration of the receipt of good and valuable non-monetary consideration, 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, maintenance hole and appurtenances, 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.

The Easement Area contains * square feet.

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 #9195

1N1E10DD 8000

After Recording Return to:

Claudia Echeverria-Anaya, City of Portland

1120 SW 5th Avenue, Suite 1331

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. 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 Grantor has the authority to grant this Easement, that the Easement Area is free from all liens and encumbrances that would materially affect the grant of this Easement, and that Grantor will defend the same to Grantee against the lawful claims and demands of all persons whomsoever.
- G. Grantor agrees that the consideration recited herein is just compensation for this Easement, which includes damage to the property remainder, if any, resulting from Grantee's acquisition or use of the Easement Area.
- H. Grantor represents that to the best of Grantor's knowledge, after appropriate inquiry under the circumstances, the Easement Area is in compliance with all local, State and Federal environmental laws and regulations.
- I. Grantor represents that Grantor 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.
- J. Grantor warrants that, to the best of Grantor's knowledge after appropriate inquiry under the circumstances, there are no underground storage tanks, as defined under Oregon law, presently on or under the Easement Area.
- K. 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.

This section is intentionally left blank.

GENERAL ASSEMBLY, LLC,
an Oregon limited liability company:

Aaron Blake, Manager

Christina Davis, Manager

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before me on this ____ day of _____, 20____,
by Aaron Blake, Manager of GENERAL ASSEMBLY, LLC, an Oregon limited liability company,
on behalf of the company.

Notary Public for Oregon
My Commission Expires:_____

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before me on this ____ day of _____, 20____,
by Christina Davis, Manager of GENERAL ASSEMBLY, LLC, an Oregon limited liability
company, on behalf of the company.

Notary Public for Oregon
My Commission Expires:_____

APPROVED AS TO FORM:

City Attorney

APPROVED:

Bureau of Environmental Services Director
or designee

Date

9195\SEWER EASEMENT

Exhibit A and Exhibit B

Legal description and exhibit map to be professionally prepared at a later date.

DRAFT