

Exhibit 3

Grantor's Name & Address:

General Assembly, LLC
PO Box 454
Corbett, OR 97019

PERMANENT ACCESS AND MAINTENANCE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that **GENERAL ASSEMBLY, LLC**, an Oregon limited liability company ("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"), a perpetual easement ("this Easement") for the purpose of ingress and egress for ongoing maintenance of facilities through, under, over and across the following described parcel (the "Easement Area"):

As described on Exhibit A and depicted on Exhibit B attached hereto and by this reference made a part hereof.

The Easement Area contains * square feet.

IT IS UNDERSTOOD:

- A. Grantor shall keep the traveled portions of the Easement Area free of obstructions. No structures shall be erected within the Easement Area without the prior written consent of the Director of the Bureau of Environmental Services, City of Portland.
- B. In the event that Grantor's property is redeveloped, and an alternative easement location is desired, Grantor may request relocation of the Easement Area. Grantor shall pay all costs associated with the relocation of the Easement Area, and relocation shall be subject to the written approval of and acceptance by Grantee.
- C. The Grantor, its 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

R/W #9195

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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

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.

- D. Grantor represents that, to the best of Grantor's knowledge after appropriate inquiry under the circumstances, there are no violations of local, state, or federal environmental laws or regulations related to the Easement Area.
- E. 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 grant of this Easement, and that it will defend the same to Grantee against the lawful claims and demands of all persons whomsoever.

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 _____, 2023, 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 _____, 2023, 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\BES ACCESS EASEMENT

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Exhibit A and Exhibit B

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

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