

After recording, return to:

The City of Portland
Attn: Property Manager 1120 SW 5th, Rm 1302
Portland, OR 97204

**Until a change is requested,
send tax statements to:**

The City of Portland
1120 SW 5th, Rm. 1302
Portland, OR 97204

2015-196

**STATUTORY QUITCLAIM DEED WITH EASEMENT AND EQUITABLE
SERVITUDE**

The Port of Portland, a port district of the State of Oregon ("Grantor"), for the consideration hereinafter stated, releases and quitclaims to The City of Portland, an Oregon municipal corporation ("Grantee"), all of Grantor's right, title and interest, if any, in and to the real property described in attached **Exhibit A** ("Property").

The true consideration for this conveyance is \$0 but consists of other property or value given which is the whole consideration.

This Deed is subject to the easement and equitable servitude and restrictions and agreements set forth herein below. All provisions of this Deed may be enforced by Grantor, its successors, or its assigns either by action at law or by suit in equity. It is distinctly covenanted and agreed between the parties that all of the covenants, restrictions and agreements herein expressed shall be held to run with and bind the land conveyed and all subsequent owners and occupants thereof.

1. PUBLIC PURPOSE

Grantee shall use the Property for a public purpose for not less than twenty (20) years from the date of this Deed.

2. PROPERTY CONDITION

Grantee acknowledges that Grantee has had an opportunity to inspect the Property, including improvements located on the Property, and Grantee accepts the Property, in its "AS-IS, WHERE IS" condition, with all faults, and subject to all liens and encumbrances. Grantee acknowledges

CHICAGO TITLE 47251451893770 - 50 COMM

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CHICAGO TITLE 47251451893770 - So Comm

that Grantee has ascertained for itself the value and condition of the Property, including without limitation environmental condition and condition of title, and has not relied upon any implied or express warranties of Grantor or Grantor's employees or agents in connection with the Property, the purchase thereof, or the availability of Grantee's or the Property's qualification for any local, state, or federal incentive, benefit or grant program. Grantor hereby specifically disclaims any warranty, guarantee, or representation, oral or written, either past, present, or future, of, as to, or concerning the nature and/or condition of the Property, including, without limitation, the boundaries and acreage within the Property; the geotechnical or environmental condition, condition of title, soil and geology of the Property; zoning, permitting, or governmental approvals relating to the Property or any portion thereof; whether the Property is developable under applicable zoning or other legal requirements; availability of utilities, storm water management systems, flood protection, and road access needed for Grantee's intended purposes; the Property's compliance with laws, regulations, ordinances, permits, or codes; the existence or location of any utilities, improvements or encumbrances on the Property; the suitability of the Property for any structure located thereon, therein or attached thereto or which Grantee may construct thereon; and the condition, suitability, or fitness for a particular purpose (whether or not known to Grantor) of any improvement located on, in, or attached to the Property, or the Property itself, for Grantee's intended use. Grantee agrees that Grantor will not be responsible for, and Grantee hereby releases Grantor from, any loss, damage, or costs which may be incurred by Grantee by reason of any condition, including without limitation the environmental condition, of the Property and any of the other matters described above, and Grantee accepts all risk, loss and liability associated with such conditions. The parties stipulate that the foregoing will in no way eliminate, modify or affect any statutory liability of Grantor for pre-existing contamination by hazardous substances, as defined under Oregon law, that exist on the Property or that, prior to the date of this deed, emanated from the Property.

3. EASEMENT AND EQUITABLE SERVITUDE

Grantee grants to Grantor an easement, during reasonable hours and after reasonable advanced notice to Grantee, to enter upon and inspect the Property to determine whether the requirements of this easement and equitable servitude have been or are being complied with. Grantor shall have the right, privilege and license to enter the Property at any time to abate, mitigate or cure at the reasonable expense of Grantee the violation of any condition or restriction contained in this easement and equitable servitude, provided Grantor first gives written notice of the violation to Grantee describing the necessary corrective action and Grantee fails to cure the violation within the period specified in such notice. Any such entry by Grantor shall be deemed not to be a trespass and Grantor shall not be subject to liability to Grantee for such entry and any action taken to abate, mitigate or cure a violation. Grantee shall restore and maintain the Property as a natural area and use the Property only for conservation uses, free of development, subject to an express prohibition of: (i) any industrial or commercial activity; (ii) any placement or construction of any buildings, structures or other improvements of any kind, other than the maintenance, renovation or replacement of any existing improvements; or (iii) any material alteration of the surface of the land, including without limitation the excavation or removal of soil, sand, gravel, rock, minerals, or other native materials, other than as needed, in the judgment of Grantee, to restore and maintain the land as a natural area (collectively, "Permitted Uses"). Grantor declares that the Property legally described in Exhibit A is now subject to and shall in the future be conveyed, transferred,

lease, encumbered, occupied, or otherwise used, in whole or in part, subject to this easement and equitable servitude. Each condition and restriction set forth in this easement and equitable servitude shall run with the land for all purposes, shall be binding upon all current and future owners of the Property and shall inure to the benefit of the Grantor. All conditions and restrictions contained in this easement and equitable servitude shall be recited in any deed conveying the Property or any portion of the Property and shall run with the land so burdened until such time as the conditions and restrictions are removed by written certification by the Grantor and recorded in the Deed Records of the county in which the Property is located certifying that the conditions and restrictions are no longer required. Upon recording this easement and equitable servitude, all future owners shall be conclusively deemed to have consented and agreed to every condition and restriction contained in this easement and equitable servitude. Whether or not any reference to this easement and equitable servitude is contained in an instrument by which such owner occupies or acquires an interest in the Property.

4. SEVERABILITY

If any provision of this Deed is held to be invalid or unenforceable, the remainder of this Deed, or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Deed shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Deed is found to be generally unenforceable but is partially enforceable, then the provision shall be automatically amended so that it may be enforced to the fullest extent allowed by law.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

[SIGNATURES ON NEXT PAGE]

Executed and delivered on this 15th day of October, 2015.

~~GRANTOR:~~ GRANTEE:

THE CITY OF PORTLAND

By: Amande Frit
Name: Amande Frit
Title: Commissioner

ACCEPTANCE BY ~~GRANTEE~~ GRANTOR:

THE ~~PORT~~ OF PORTLAND

By: Bill Wyatt
Name: BILL WYATT
Title: EXECUTIVE DIRECTOR

APPROVED FOR LEGAL SUFFICIENCY
FOR THE PORT OF PORTLAND:

By: [Signature]
Counsel for the Port of Portland

APPROVED BY COMMISSION ON:

AUGUST 12, 2015

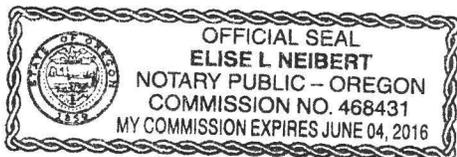
APPROVED AS TO FORM FOR THE
CITY OF PORTLAND

[Signature] 10/15/15
City Attorney
CITY ATTORNEY

NOTARY ACKNOWLEDGMENTS ON FOLLOWING PAGE

STATE OF OREGON)
) ss.
County of Multnomah)

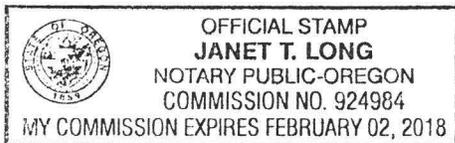
The foregoing instrument was acknowledged before me on this 29 day of Sept., 2015 by Bill Wyatt as Exec. Director of THE PORT OF PORTLAND, a port district of the State of Oregon, on behalf of said entity.



Elise L. Neibert
Notary Public for Oregon
My Commission Expires: June 4, 2016

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before me on this 15th day of October, 2015 by Amanda Fritz as City Commissioner of THE CITY OF PORTLAND, a municipal corporation of the State of Oregon, on behalf of said entity.



Janet T. Long
Notary Public for Oregon
My Commission Expires: 2/2/18

Exhibit "A"
Legal Description

A TRACT OF LAND LOCATED IN SECTION 10, TOWNSHIP 1 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON BEING DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON BOLT WHICH IS 2484.92 FEET NORTH AND 664.13 FEET WEST OF THE CORNER COMMON TO SECTIONS 10, 11, 14 AND 15, IN TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, FROM WHICH IRON BOLT THE MOST SOUTHWESTERLY BOLT OF THE SOUTHWESTERLY BASE OF THE TRANSMISSION LINE TOWER OF THE NORTHWESTERN ELECTRIC COMPANY BEARS NORTH $36^{\circ}6' 1/2''$ EAST 58 FEET AND THE MOST SOUTHEASTERLY BOLT OF THE SOUTHEASTERLY BASE OF SAID TOWER BEARS NORTH $61^{\circ}05' 1/2''$ EAST 72.31 FEET; AND THENCE SOUTH $78^{\circ}43' 1/2''$ WEST 146.6 FEET TO AN IRON PIPE 1 1/2 INCHES IN DIAMETER AND 46 INCHES LONG; AND THENCE CONTINUING SOUTH $78^{\circ}43' 1/2''$ WEST TO THE MEANDER LINE OF THE WILLAMETTE RIVER; AND THENCE FOLLOWING SAID MEANDER LINE NORTHERLY TO THE MOST NORTHERLY POINT OF ROSS ISLAND; AND THENCE SOUTHERLY FOLLOWING SAID MEANDER LINE SOUTHERLY AND SOUTHEASTERLY TO A POINT WHICH IS NORTH $78^{\circ}43' 1/2''$ EAST OF THE INITIAL POINT HEREIN FIRST DESCRIBED; AND THENCE ON A LINE SOUTH $78^{\circ}43' 1/2''$ WEST TO THE POINT OF BEGINNING.

ALSO

BEGINNING AT AN IRON BOLT WHICH IS 2484.92 FEET NORTH AND 664.13 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION 10; THENCE SOUTH $78^{\circ}43'30''$ WEST, 360.0 FEET; THENCE NORTH $5^{\circ}56'30''$ EAST, 921.63 FEET; THENCE NORTH $20^{\circ}43'30''$ EAST, 660.0 FEET; THENCE SOUTH $20^{\circ}16'30''$ EAST, 650.0 FEET; THENCE SOUTH $15^{\circ}16'30''$ EAST, 800.0 FEET; THENCE SOUTH $78^{\circ}43'30''$ WEST, 420.0 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE OWNERSHIP OF THE STATE OF OREGON IN THAT PORTION LYING BELOW THE LINE OF MEAN HIGH WATER.