

**DEDICATION FOR RIGHT-OF-WAY PURPOSES**

KNOW ALL PERSONS BY THESE PRESENTS, that Multnomah County, a Political Subdivision of the State of Oregon (the "Grantor"), in consideration of the sum of one (\$1.00) and no/100 dollars, and other good and valuable consideration, to it paid by the City of Portland (the "City"), a municipal corporation of the State of Oregon, the receipt whereof is hereby acknowledged, hereby conveys unto the City, an easement for public street and right-of-way purposes in the real property situated in the City of Portland, County of Multnomah, and State of Oregon, as shown on Exhibit A attached hereto, and being more particularly described as follows (the "Easement Area"):

R/W #6099

A street right-of-way dedication over a portion of the southwest quarter of Section 16, T1S, R1E, W.M., described in that certain deed to Multnomah County recorded in Book 2319, Page 429 (recorded July 2, 1990) Deed Records of Multnomah county, Oregon, said portion being more particularly described as follows:

Beginning at a point on the northeast right-of-way line (30 feet from centerline) of SW Sunset Boulevard, said point being the south westerly corner of said Multnomah County tract which bears S 32°59'00" E, 265.00 feet from the northwest corner of Lot 1, Block 3, "Hillsdale Heights," and running thence N 32°39'00" W along said right-of-way line, 100.00 feet; thence 31.42 feet along the arc of a 20.00 foot radius curve to the right (the long chord of which bears N 12°21'00" E 28.28 feet) to a point on the southeasterly right-of-way line of SW Dewitt Street (25 feet from centerline); thence N 57°21'00" E, along said right-of-way line, 70.26 feet; thence 60.33 feet along the arc of a 227.33 foot radius curve to the right (the long chord of which bears N 64°57'05" E 60.16 feet); thence S 32°39'00" E 2.08 feet; thence 60.35 feet along the arc of a 225.33 foot nontangent curve to the left (long chord of which bears S 65°01'19" W 60.27 feet); thence S 57°21'00" W 72.26 feet; thence 23.56 feet along the arc of a 15.00 foot radius curve to the left (the long chord of which bears S 12°21'02" W 21.21 feet); thence S 32°39'00" E, 102.99 feet to a point on the south line of said Multnomah County Tract; thence S 57°21'00" W along said south line, 3.00 feet to the Point of Beginning.

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1S1E 16CA

After Recording Return to: \_\_\_\_\_

106/800/Mark L. White \_\_\_\_\_

Tax Statement shall be sent to: \_\_\_\_\_

No Change \_\_\_\_\_

For basis of bearing and additional information see the survey by John M. Peterson dated March 26, 2001.

TO HAVE AND TO HOLD the same easement to the City for the uses and purposes aforesaid forever. Grantor does covenant with the City, that the subject property is free from all liens and encumbrances caused by the Grantor.

**1. GRANTOR'S REPRESENTATIONS; HAZARDOUS SUBSTANCES.**

The Grantor makes the following representations concerning the Easement Area:

**1.1 Disclosure of Environmental Conditions**

After reasonable inquiry and to the best of Grantor's knowledge, Grantor has disclosed all results of any report, investigation, survey, or assessment regarding environmental condition of the Easement Area.

**1.2 Disclosure of Underground Storage Tanks**

After reasonable inquiry and to the best of Grantor's knowledge, Grantor has disclosed whether there are underground storage tanks, as defined at ORS 466.706(20), on or under the Easement Area.

**1.3 Defined Terms**

For the purposes of the Easement, (a) "reasonable inquiry" shall mean inquiry of Grantor's managers with property management or environmental management responsibility of the Easement Area and review of Grantor's records and (b) "knowledge" shall mean the current actual knowledge of such managers.

**2. ALLOCATION OF LIABILITY**

It is understood and agreed that this conveyance is not intended to alter the liability of the parties for any release of hazardous substances as defined in any federal, state or local law onto or from the Easement Area

**3. INDEMNIFICATION**

**3.1 Grantor's Indemnity to the City**

To the extent allowed under Oregon Law, Grantor agrees to defend, indemnify, and hold harmless the City, its commissioners, officers, agents and employees from and against and to reimburse the City for all claims, liabilities, actions, damages, injuries, costs, loss, demands, actions, suits or expenses (including attorney fees and costs) incidental to the investigation and defense thereof, arising out of the acts or omissions of, or the use or occupancy of, the Easement Area by Grantor, its agents or employees, or resulting from the presence or release of hazardous substances onto or from the Easement Area prior to the Effective Date of the Easement. This indemnity shall not apply to the release of hazardous substances on to or from the Easement Area caused by the officers, agents or employees of the City or third parties not acting under the authority or control of Grantor.

**4. EFFECTIVE DATE**

The Easement shall be effective as of the date it is signed by all parties.

**5. DURATION**

The Easement shall remain in effect perpetually; however, it shall terminate automatically in the event that the City of Portland vacates the Easement Area, in which case the City shall execute a recordable document evidencing such termination.

**6. MEDIATION**

If any dispute should arise between Grantor and the City concerning this Easement or the parties' obligations or activities under the Easement, the dispute shall be submitted to mediation before a mediator agreed to and compensated equally by both parties, prior to commencement of arbitration or litigation. If the parties fail to agree on a mediator, a mediator shall be appointed by the presiding judge of the Multnomah County Circuit Court.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the date and year written below.

THE CITY OF PORTLAND

MULTNOMAH COUNTY

By: \_\_\_\_\_  
Title: Commissioner of Public Safety

By: \_\_\_\_\_  
**Diane M. Linn**  
**Multnomah County Chair**

APPROVED AS TO FORM

APPROVAL AS TO LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Title: Deputy City Attorney

By:  \_\_\_\_\_  
Counsel for Multnomah County

Date: \_\_\_\_\_

STATE OF OREGON )  
County of Multnomah )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2001 by \_\_\_\_\_ as \_\_\_\_\_ of Multnomah County.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

STATE OF OREGON )  
County of Multnomah )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2001 by \_\_\_\_\_ as \_\_\_\_\_ of the City of Portland.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

MAP TO ACCOMPANY DESCRIPTION

FOR MULTNOMAH COUNTY  
IN THE S.W. 1/4, SECTION 16, T1S. R1E. W.M.  
MULTNOMAH COUNTY, OREGON  
SCALE 1" = 20' SEPTEMBER 5, 2001



BOOK 2319, PAGE 429  
17743 SQ. FT. BEFORE DEDICATION

DEVELOPMENT &  
CONSTRUCTION  
SERVICES, INC.



339 W MAIN STREET  
HILLSBORO, OREGON 97123  
(503) 648-4959

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
*John M. Peterson*  
OREGON  
JULY 13 1979  
JOHN M. PETERSON  
1856

JOB # 0011023

RENEWAL 12/31/02