

**Grantor's Name and Address:**

GN26, LLC  
 18143 NW Reeder Rd  
 Portland, OR 97231

Multnomah County Official Records  
 E Murray, Deputy Clerk

**2021-026332**

02/17/2021 08:46:02 AM

EASE-EASE Pgs=4 Stn=57 ATMH  
 \$20.00 \$11.00 \$10.00 \$60.00

**\$101.00****EASEMENT FOR RIGHT-OF-WAY PURPOSES**

**GN26, 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"), which acquires pursuant to its eminent domain power and authority, an easement for public street and right-of-way purposes in the real property, being particularly described as follows ("Subject Property"):

A strip of land over and across a portion of Lots 16 and 17, Block 11 in the duly recorded Plat of "Willamette" situated in the southwest one-quarter of Section 16, T1N, R1E, W.M., in the City of Portland, County of Multnomah, State of Oregon, said strip being the west 2.00 feet of said Lots 16 and 17, as depicted on Exhibit A, attached and incorporated by reference.

Contains 200 square feet, more or less.

TO HAVE AND TO HOLD, the same easement to the City of Portland for the uses and purposes aforesaid forever.

- A. Grantor represents that, to the best of its knowledge after appropriate inquiry under the circumstances, the Subject Property complies with all local, State and Federal environmental laws and regulations.
- B. Grantor represents that it has disclosed all knowledge of any release of hazardous substances onto or from the Subject Property and has disclosed any known report, investigation, survey, or environmental assessment regarding the Subject Property in Grantor's possession, including documents in the possession of Grantor's contractors or agents. "Release" and "hazardous substance" have the meaning as defined under Oregon law.

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R/W # 9189

1N1E16CD-05900

1N1E16CD-06000

After Recording Return to:

Gerry Caruso, City of Portland

1120 SW 5th Avenue, Suite 1331

Portland, OR 97204

Tax Statement shall be sent to: No Change

- C. Grantor warrants that, to the best of its knowledge after appropriate inquiry under the circumstances, there are no underground storage tanks, as defined under Oregon law, presently on or under the Subject Property.
- D. It is understood and agreed that the Grantee, by accepting this dedication, is not accepting any liability for any release of hazardous substances onto or from the Subject Property, and that the Grantor is not attempting to convey any such liability.
- E. Grantor, on behalf of itself, and its successors and assigns, agrees to defend, indemnify, and hold Grantee and its officers, agents, and employees harmless 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 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.
- F. Grantor represents and warrants that it has the authority to grant this easement, that the Subject Property is free from all liens and encumbrances that would materially affect the easement grant, and that Grantor and its successors will defend the same to the Grantee against all claims and demands of all persons whomsoever.
- G. Grantor agrees that the consideration recited herein is just compensation for the Subject Property or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of said Subject Property or property rights.
- H. Grantor understands and agrees that if it terminates the development for any reason, and a dedication of right-of-way was required and granted to the Grantee as a condition of the building permit, Grantor is not entitled to the return of the property rights granted to Grantee.

*This section is intentionally left blank.*

IN WITNESS WHEREOF, GN26, LLC has caused these presents to be signed this 26 day of January 2021.

GN26 LLC,  
An Oregon Limited Liability Company

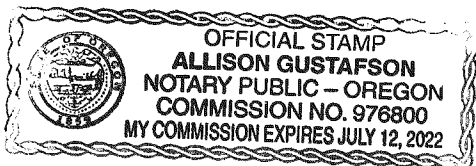
By its Manager, Elliott Properties, Inc.  
An Oregon Corporation

[Signature]  
Scott Elliott, President & Secretary

STATE OF Oregon

County of Multnomah

This instrument was acknowledged before me on January 26, 2021  
by Scott Elliott, President & Secretary of Elliott Properties, Inc., an Oregon corporation, as  
Manager of GN26, LLC an Oregon limited liability company.



[Signature]  
Notary Public Allison Gustafson  
My Commission expires 7-12-2022

APPROVED AS TO FORM:

[Signature]  
City Attorney

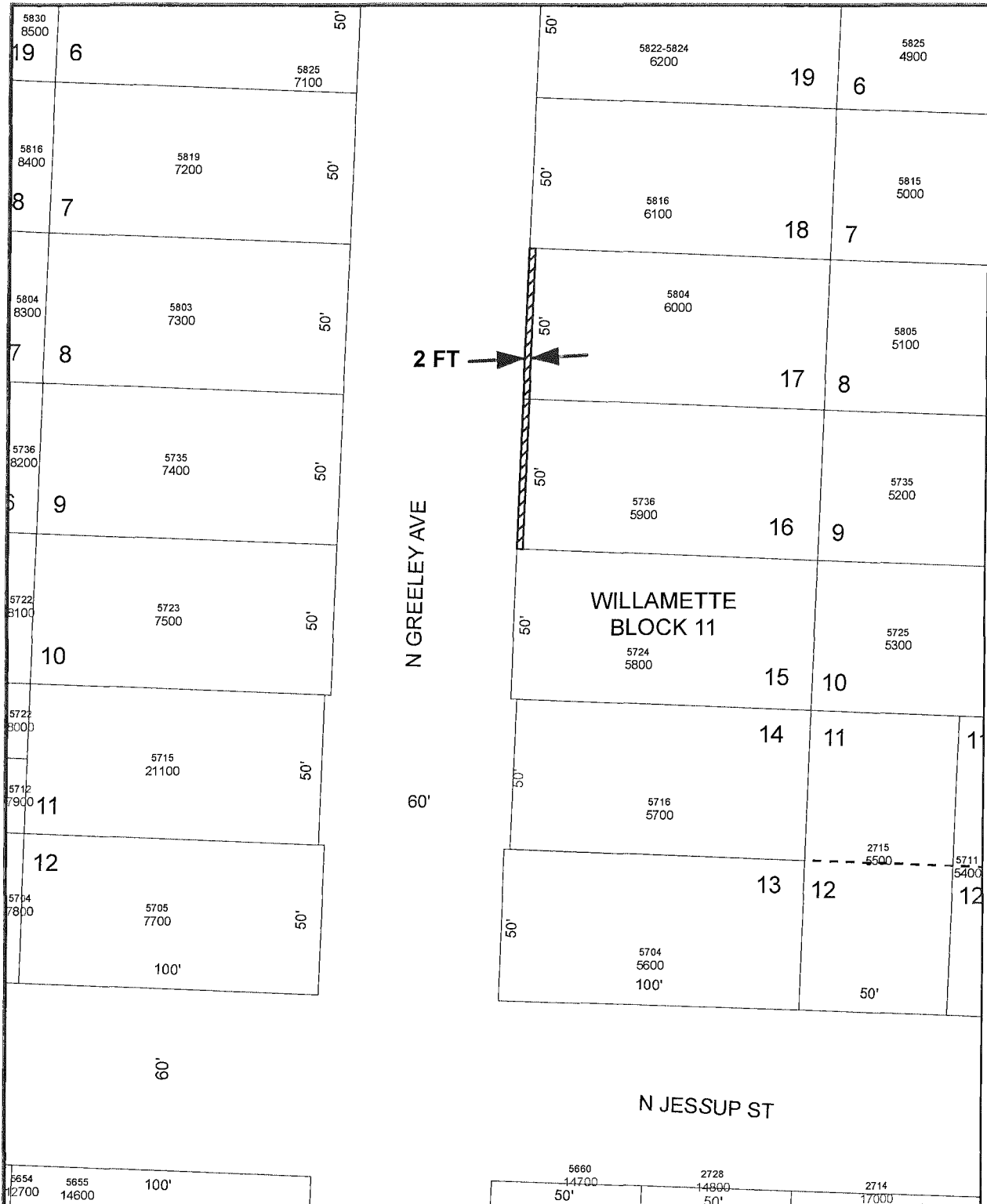
2.10.21  
Date

APPROVED AND ACCEPTED:

DocuSigned by:  
[Signature]  
9FA7312CB190438  
Bureau Director

2/16/2021 | 4:19 PM PST  
Date

# Exhibit A



## N Greeley Avenue north of N Jessup Street

Legal: A Portion of Lots 16 & 17, Block 11, plat of "Willamette"

Grantor: GN26, LLC

R/W 9189 Section: 1N1E16CD



Easement Area



1 inch = 50 feet