

Grantor's Name and Address:
 107th Street Project LLC,
 a division of D.B.S. Group, LLC
 PO Box 96
 Tualatin, OR 97062

Multnomah County Official Records	2022-060147
E Murray, Deputy Clerk	06/15/2022 11:26:45 AM
EASE-EASE Pgs=4 Str=53 ATAA	
\$20.00 \$11.00 \$10.00 \$60.00	\$101.00

EASEMENT FOR RIGHT-OF-WAY PURPOSES

107th Street Project LLC, a division of D.B.S. Group, 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 Lot 16, Block 6, in the duly recorded Plat of "Parkrose" situated in the northwest one-quarter of Section 22, T1N, R2E, W.M., in the City of Portland, County of Multnomah, State of Oregon, said strip being the east 2.00 feet of said Lot 16 as depicted on Exhibit A attached and incorporated by reference.

Contains 100 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 Grantor's 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 Grantor 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.
- C. Grantor warrants that, to the best of Grantor's knowledge after appropriate inquiry

R/W #9398

1N2E22BC TL 00301

Permit #20-210934-000-00-CO

After Recording Return to:

Thomas Handley, City of Portland

1120 SW 5th Avenue, Suite 1331

Portland, OR 97204

Tax Statement shall be sent to: No Change

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 Grantor and of Grantor's 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 Grantor 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 Grantor's 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 Grantor terminates the development for any reason, Grantor is not entitled to the return of the property rights granted to Grantee.

This section is intentionally left blank.

IN WITNESS WHEREOF, 107th Street Project LLC, a division of D.B.S. Group, LLC, an Oregon limited liability company, pursuant to its Operating Agreement, duly and legally adopted, has caused these presents to be signed by its Manager, this 20 day of May, 2022.

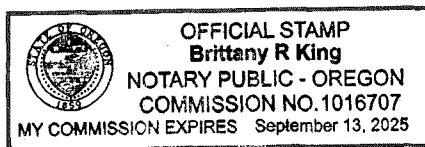
107TH STREET PROJECT LLC, A DIVISION OF D.B.S.
GROUP, LLC, AN OREGON LIMITED LIABILITY
COMPANY

By

David H. Silvey
David H. Silvey, Manager

STATE OF Oregon
County of Washington

This instrument was acknowledged before me on May 20th, 2022, by David H. Silvey as Manager of 107th Street Project LLC, a division of D.B.S. Group, LLC, an Oregon limited liability company.



Brittany R King
Notary Public for (state) Oregon
My Commission expires 9/13/25

APPROVED AS TO FORM:

Approved as to form
by Eric Shaffner
for the City Attorney

City Attorney

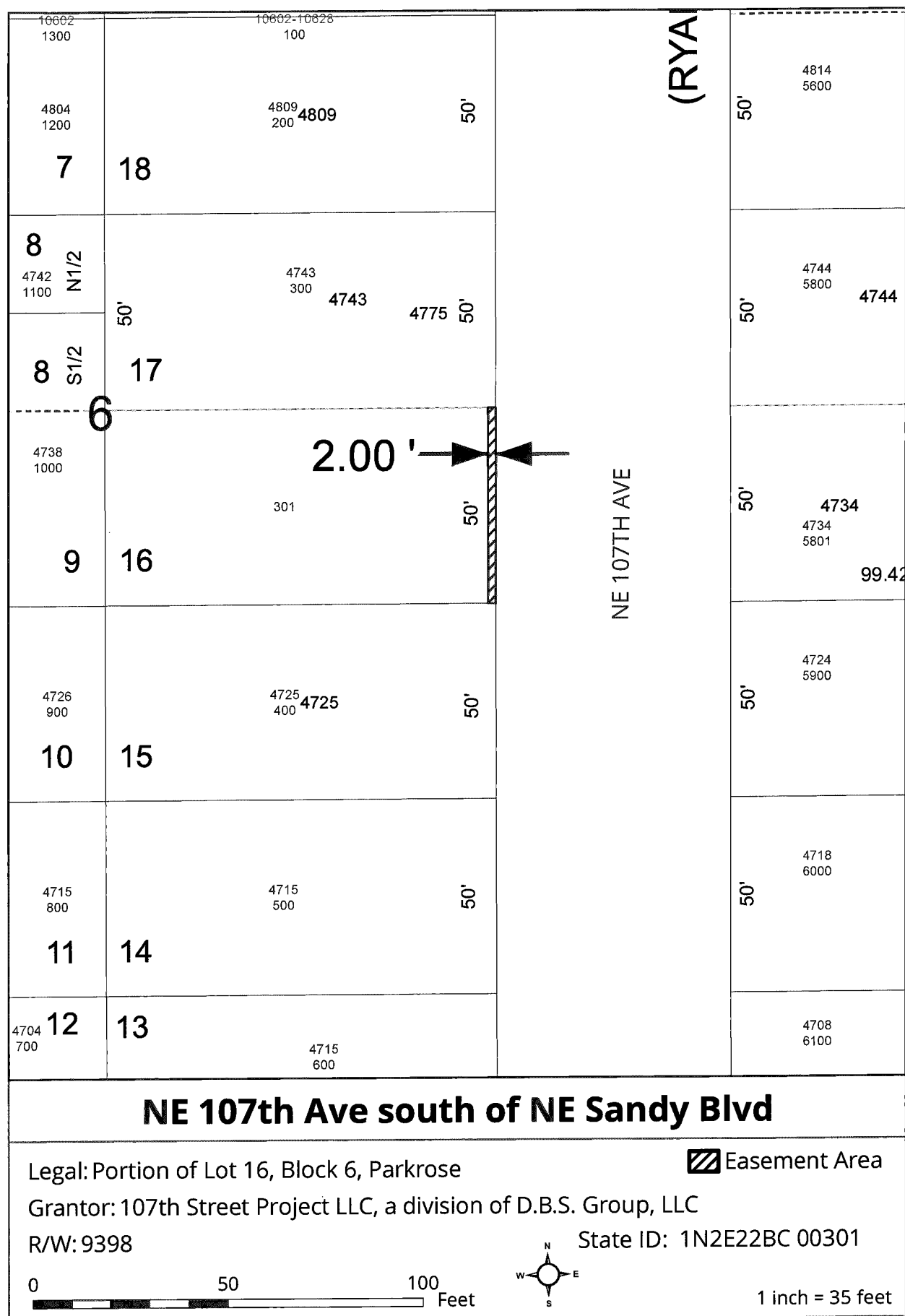
APPROVED AND ACCEPTED:

David E. McEldowney
Bureau Director

6/12/2022 | 6:59 PM PDT

Date

Exhibit A



Street Dedication