

Exhibit 3

Grantor's Name and Address:

Douglas E. McQuown
2310 NE Columbia Blvd.
Portland, OR 97211

EASEMENT FOR RIGHT-OF-WAY PURPOSES

Douglas E. McQuown ("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"):

As described on Exhibit A and depicted on Exhibit B attached and incorporated by reference.

Contains 1,400 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 under the circumstances, there are no underground storage tanks, as defined under Oregon law, presently on or under the Subject Property.

R/W #9251-01

1N1E14AA-500 & 600

After Recording Return to:

Kevin Balak, City of Portland

1120 SW 5th Avenue, Suite 1331

Portland, OR 97204

Tax Statement shall be sent to: No Change

- 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. The right of repurchase has been waived pursuant to ORS 35.385(1)(b).

This section is intentionally left blank.

IN WITNESS WHEREOF, the Grantor above named, has hereunto set his hand this _____ day of _____, 20__.

By: _____
DOUGLAS E. MCQUOWN,

STATE OF _____

County of _____

This instrument was acknowledged before me on _____, 20____,
by _____.

Notary Public for (state) _____
My Commission expires _____

APPROVED AS TO FORM:

City Attorney

APPROVED AND ACCEPTED:

Bureau Director

Date

CHASE, JONES & ASSOCIATES INC.

FORMERLY BOOTH & WRIGHT
LAND SURVEYORS & ENGINEERS SINCE 1885



3410 SE 20th Avenue | Portland | Oregon 97202
[503] 228-9844 | info@chasejonesinc.com

Date: November 2, 2023
Project#: 15771

EXHIBIT A

R/W # 9251-01

Easement for Right-of-Way Purposes

(NE Columbia Boulevard)

A portion of the Northeast Quarter of Section 14, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah, State of Oregon, being described as follows:

That portion of the tract of land conveyed to Douglas E. McQuown in Bargain and Sale Deed recorded July 7, 2003 as document number 2003-156139 Multnomah County Deed Records, lying northerly of a line being southerly 40.00 feet of, measured at right angles to, the center line of NE Columbia Boulevard as shown on Multnomah County Public Works Map E31/9 titled "N.E. & N. Columbia Blvd. Rd. No. 3988" dated September of 1969 as filed in the Multnomah County Surveyors Office.

Containing 1,400 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

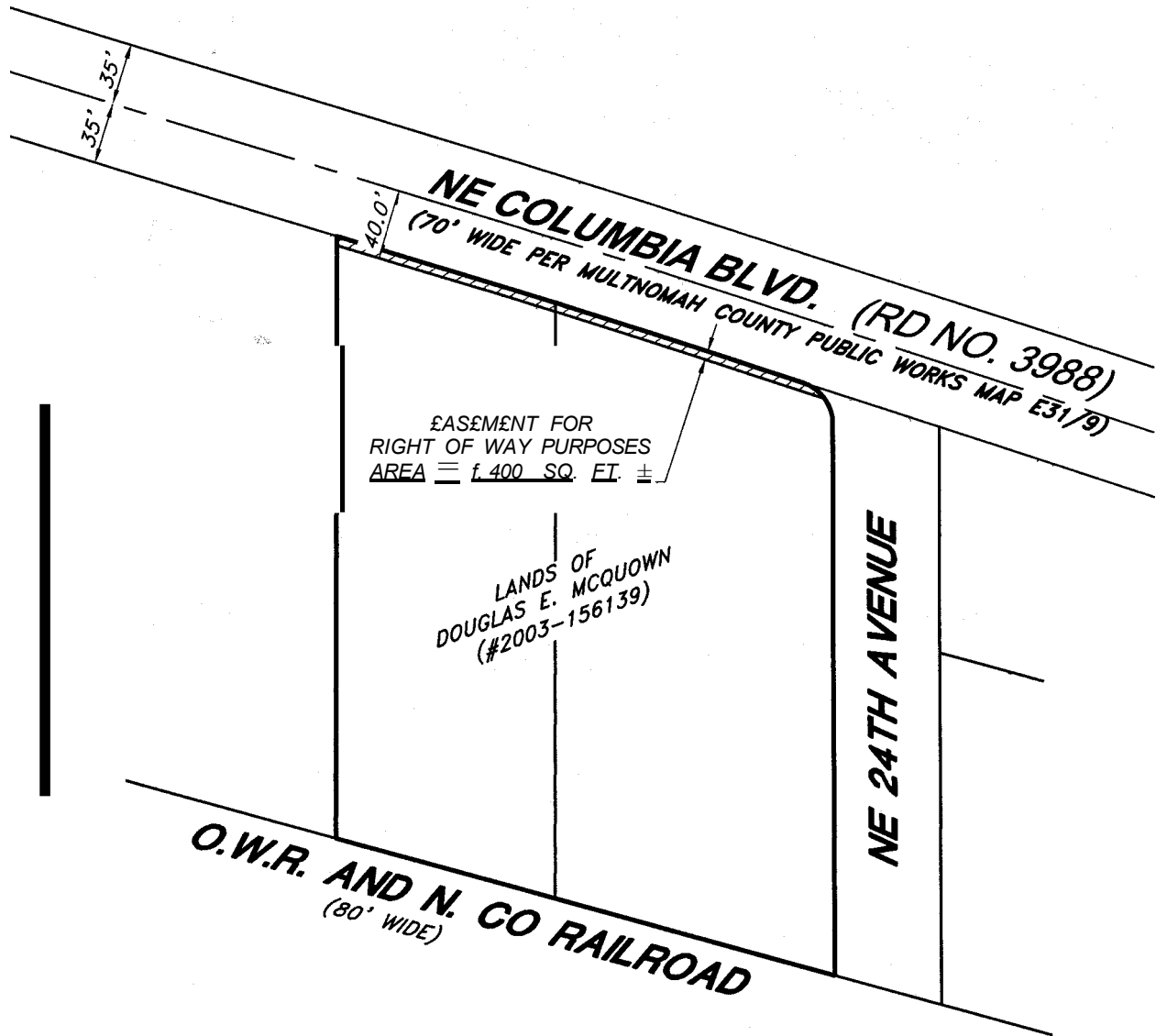
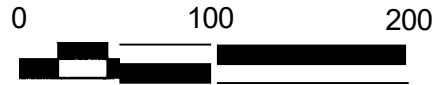
A handwritten signature in black ink, appearing to read "Brady T. McGarry", written over the registration stamp.

OREGON
MAY 10, 2011
BRADY T. MCGARRY
85268

EXPIRES: 12-31-24

EXH/B/TB

R/W# · 9251-01



EASEMENT FOR RIGHT OF WAY PURPOSES

OWH
A PORTION OF TAX LOT 500 tk 600
SITUATE IN THE
NORTHEAST 1/4 OF SECTION 1,1, T1N, HfE, WAI
CITY OF PORTLAND, COUNTY OF MULTNOMAH, STATE OF OREGON

BY:
CHASE, JONES & ASSOCIATES INC.
3410 SE 20TH AVENUE PORTLAND, OREGON 97202
PHONE (503) 228-9844

PROJECT NO.: 15771
1/4 SECTION: 2JJ2

DATE: NOVEMBER 2, 2021
SCALE: 1" = 100'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
MAY 10, 2011
BRADY T. MCGARRY
85268

EXPIRES: 12-31-24

Grantor's Name and Address:

Douglas E. McQuown
80950 Vista Bonita Trail
La Quinta, CA 92253

EASEMENT FOR RIGHT-OF-WAY PURPOSES

Douglas E. McQuown ("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"):

As described on Exhibit A and depicted on Exhibit B attached and incorporated by reference.

Contains 800 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 under the circumstances, there are no underground storage tanks, as defined under Oregon law, presently on or under the Subject Property.

R/W #9251-02

1N1E13BB-1500

After Recording Return to: _____

Kevin Balak, City of Portland

1120 SW 5th Avenue, Suite 1331

Portland, OR 97204

Tax Statement shall be sent to: No Change

- 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. The right of repurchase has been waived pursuant to ORS 35.385(1)(b).

This section is intentionally left blank.

IN WITNESS WHEREOF, the Grantor above named, has hereunto set his hand this _____ day of _____, 20__.

By: _____
DOUGLAS E. MCQUOWN,

STATE OF _____

County of _____

This instrument was acknowledged before me on _____, 20____,
by _____.

Notary Public for (state) _____
My Commission expires _____

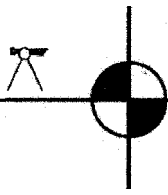
APPROVED AS TO FORM:

City Attorney

APPROVED AND ACCEPTED:

Bureau Director

Date



CHASE, JONES & ASSOCIATES INC.

FORMERLY BOOTH & WRIGHT
LAND SURVEYORS & ENGINEERS SINCE 1885

3410 SE 20th Avenue | Portland | Oregon 97202
503) 228-9844 | info@chasejonesinc.com

Date: October 25, 2023

Revised: November 1, 2023

Revised: November 2, 2023

Project#: 15771

EXHIBIT A

R/W # 9251-02

Easement for Right-of-Way Purposes

(NE Columbia Boulevard)

A portion of the Northeast Quarter of Section 14 and the Northwest Quarter of Section 13, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah, State of Oregon, being described as follows, _:

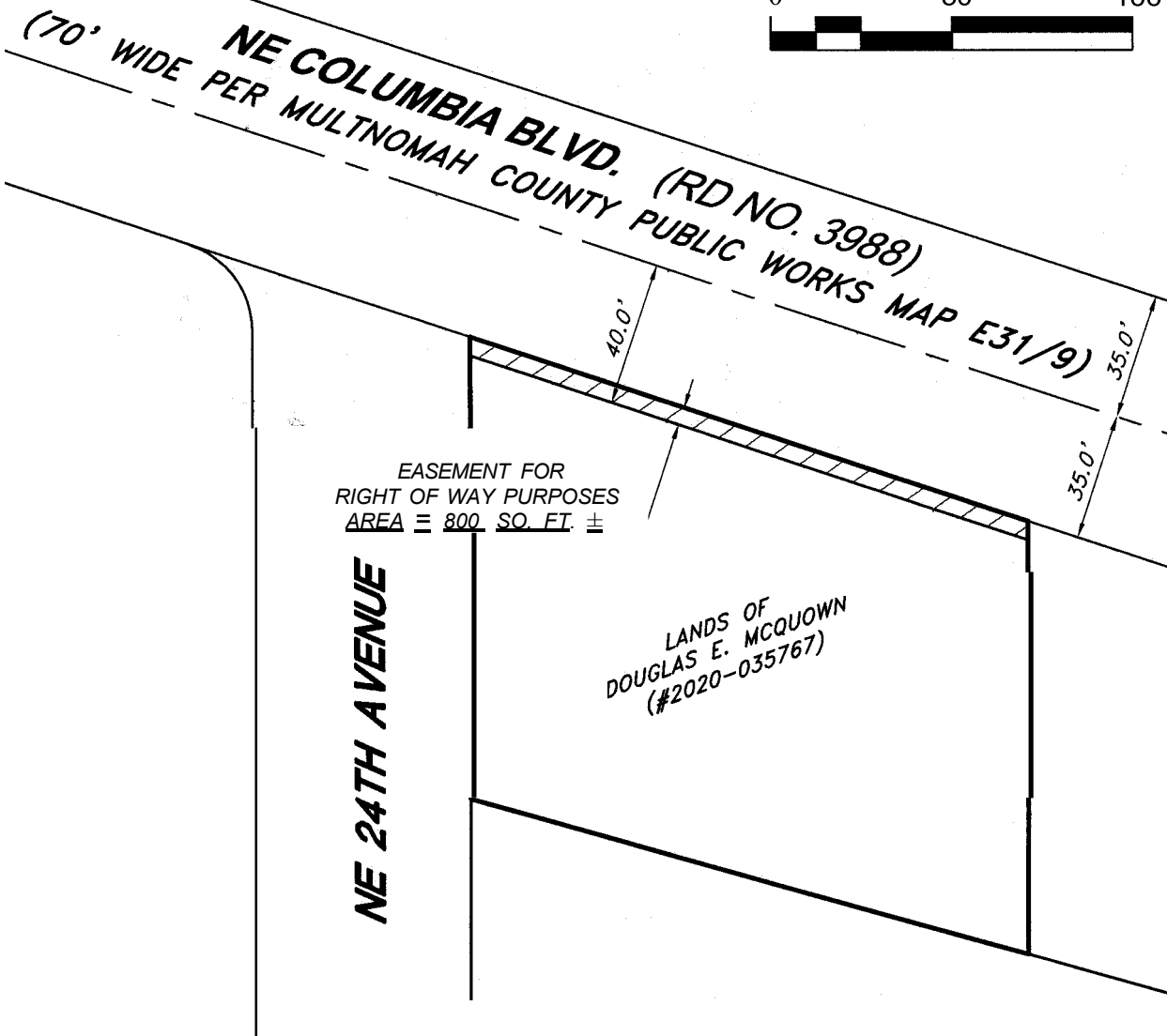
That portion of the tract of land conveyed to Douglas E. McQuown in Statutory Warranty Deed recorded March 24, 2020 as document number 2020-035767 Multnomah County Deed Records, lying northerly of a line being southerly 40.00 feet of, measured at right angles to, the center line of NE Columbia Boulevard as shown on Multnomah County Public Works Map E31/9 titled "N.E & N. Columbia Blvd. Rd. No. 3988" dated September of 1969 as filed in the Multnomah County Surveyors Office.

Containing 800 square feet, more or less.



EXH/B/TB

R/W#: 9251-02



EASEMENT FOR
RIGHT OF WAY PURPOSES
AREA \approx 800 SQ. FT. \pm

NE 24TH AVENUE

LANDS OF
DOUGLAS E. MCQUOWN
(#2020-035767)

EASEMENT FOR RIGHT OF WAY PURPOSES

OVER
A PORTION OF TAX LOT 1500
SITUATE IN THE

NORTHEAST 1/4 OF SECTION 1st T1N
NORTHWEST 1/4 OF SECTION 1.1, T1N E, W1E
CITY OF PORTLAND, COUNTY OF MULTNOMAH, STATE OF OREGON

BY:
CHASE, JONES & ASSOCIATES INC.
3410 SE 20TH AVENUE PORTLAND, OREGON 97202
PHONE (503) 228-9844

PROJECT NO.: 15771
1/1 SECTION: 2.J.J2

DATE: OCTOBER 25, 202.J
REV/SEO: NOVEMBER 1, 202.J
REV/SEO: NOVEMBER 2, 202.J
SCALE: 1" = 50'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
MAY 10, 2011
BRADY T. MCGARRY
85268

EXPIRES: 12-31-24

Grantor's Name and Address:

Amalgamated Sugar Company LLC
1951 Saturn Rd Suite 100
Boise, ID 83709-2900

EASEMENT FOR RIGHT-OF-WAY PURPOSES

The Amalgamated Sugar Company LLC, a Delaware 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"):

As described on Exhibit A and depicted on Exhibit B attached and incorporated by reference.

Contains 300 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 under the circumstances, there are no underground storage tanks, as defined under

R/W #9251-03

1N1E13BB 1600

After Recording Return to:

Kevin Balak, City of Portland

1120 SW 5th Avenue, Suite 1331

Portland, OR 97204

Tax Statement shall be sent to: No Change

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. The right of repurchase has been waived pursuant to ORS 35.385(1)(b).

This section is intentionally left blank.

IN WITNESS WHEREOF, The Amalgamated Sugar Company LLC, a Delaware limited liability company, pursuant to its Operating Agreement, duly and legally adopted, has caused these presents to be signed by its _____, this ____ day of _____, 20__.

**The Amalgamated Sugar Company LLC,
a Delaware limited liability company**

By: _____

Title: _____

STATE OF _____

County of _____

This instrument was acknowledged before me on _____, 20__,

by _____ as _____ for

The Amalgamated Sugar Company LLC, a Delaware limited liability company

Notary Public for (state) _____

My Commission expires _____

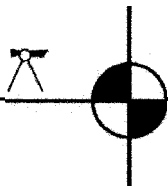
APPROVED AS TO FORM:

City Attorney

APPROVED AND ACCEPTED:

Bureau Director

Date



CHASE, JONES & ASSOCIATES INC.

FORMERLY BOOTH & WRIGHT
LAND SURVEYORS & ENGINEERS SINCE 1885

3410 SE 20th Avenue | Portland | Oregon 97202
503) 228-9844 | info@chasejonesinc.com

Date: October 25, 2023
Revised: November 1, 2023
Revised: November 2, 2023
Revised: November 6, 2023
Project#: 15771

EXHIBIT A

R/W # 9251-03 Easement for Right-of-Way Purposes (NE Columbia Boulevard)

A portion of the Northwest Quarter of Section 13, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, (County of Multnomah, State of Oregon, being described as follows:

That portion of the tract of land conveyed to Amalgated Sugar Co. in Special Warranty Deed recorded January 21, 2021 as document number 2021-010481, Multnomah County Deed Records, lying northerly of a line being southerly 40.00 feet of, measured at right angles to, the center line of NE Columbia Boulevard as shown on Multnomah County Public Works Map E31/9 titled "N.E & N. Columbia Blvd. Rd. No. 3988" dated September of 1969 as filed in the Multnomah County Surveyors Office.

Containing 300 square feet, more or less.

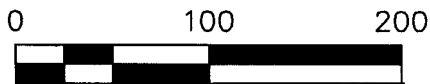
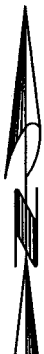
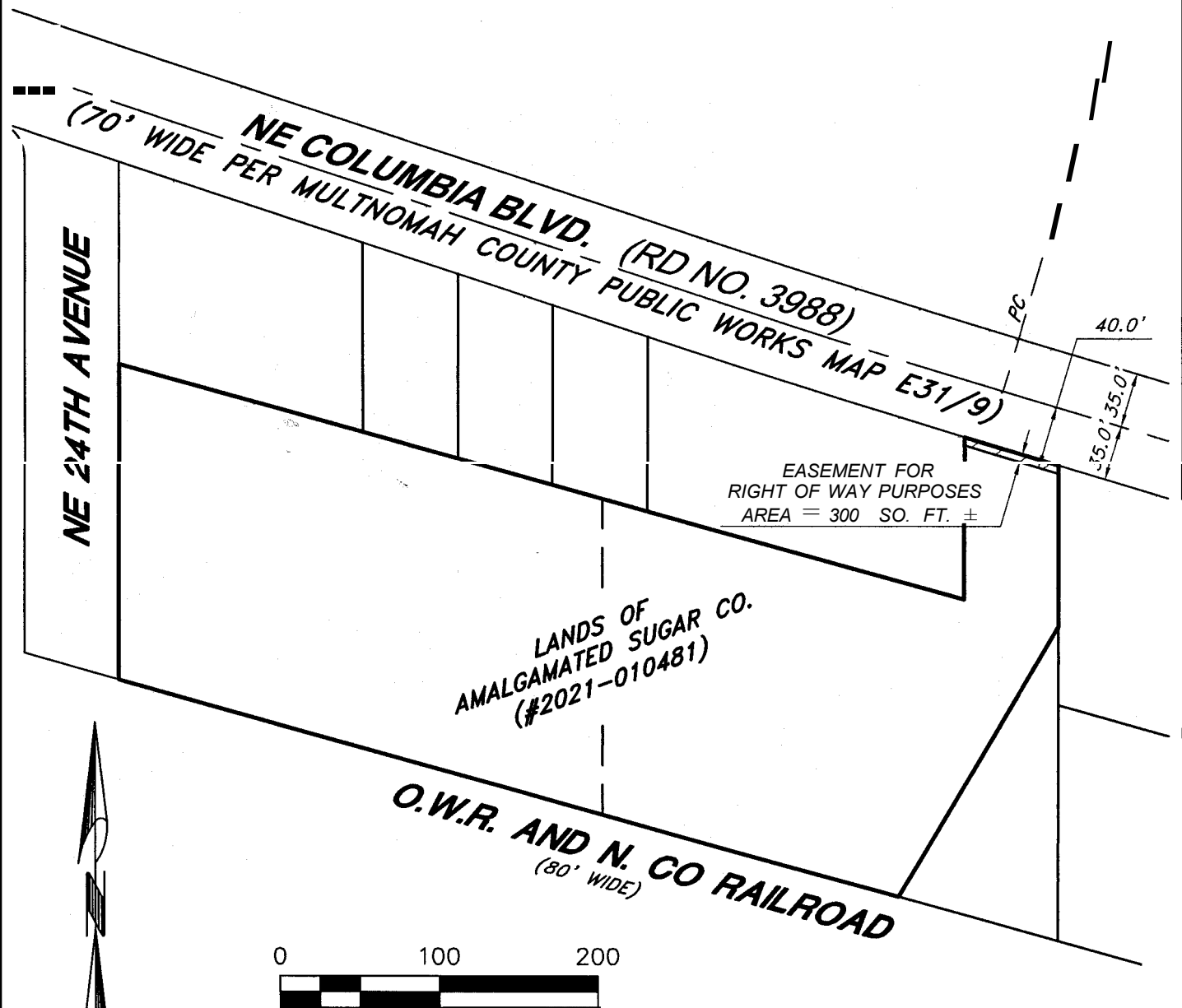
REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
MAY 10, 2011
BRADY T. MCGARRY
85268

EXPIRES: 12-31-24

EXH/B/TB

RIW#:9251-03



EASEMENT FOR RIGHT OF WAY PURPOSES

OVER
A PORTION OF TAX LOT 1600
SITUATE IN THE
NORTHWEST 1/4 OF SECTION 1J, T11R1E, W1
CITY OF PORTLAND, COUNTY OF MULTNOMAH, STATE OF OREGON

BY:
CHASE, JONES & ASSOCIATES INC.
3410 SE 20TH AVENUE PORTLAND, OREGON 97202
PHONE (503) 228-9844

PROJECT NO.: 1577i

DATED: OCTOBER 25, 202J
RE/1/SEIJ: NOYEABER 1, 202J
RE/1/SEIJ: NOYEABER 2, 202J

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
MAY 10, 2011
BRADY T. MCGARRY
85268