



\$51.00

00906967201101265440040043

11/14/2011 02:06:43 PM

1R-D ROAD/P

Cnt=1 Stn=11 RECCASH2

\$20.00 \$11.00 \$15.00 \$5.00

DEED FOR RIGHT-OF-WAY PURPOSES

KNOW ALL PERSONS BY THESE PRESENTS, that **Jeffrey M. Rose**, Grantor, in consideration of the sum of Four thousand three hundred thirty-six and no/100 Dollars (\$4,336.00), and other good and valuable consideration, to be paid by the City of Portland, a municipal corporation of the State of Oregon, the receipt whereof is hereby acknowledged, hereby conveys unto the City of Portland, which purchases 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 and depicted within the attached Exhibit "A." ("Subject Property"):

A Strip of land located in the Southeast Quarter of Section 16, Township 1 South, Range 2 East, of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon. Being a portion of that certain tract of land conveyed to Jeffrey M. Rose, from Kelly L. Ballance in document 2005-046426, Multnomah County deed records, being a portion of Lot 14 of Block 1 of the duly recorded Plat of "Clemson Addition", more particularly described as follows;

Beginning at a point on the South right of way line of Southeast Ramona Street said point being the Northwest corner of said Lot 14;

Thence South 86°28'00" East, along said South right of way line of Southeast Ramona Street, a distance of 36.01 feet, to the East line of said Lot 14;

Thence South 01°35'21" West, along said East line, a distance of 3.00 feet;

Thence North 86°28'00" West, parallel with the South right of way line of Southeast Ramona Street, a distance of 36.01 feet to the West line of said Lot 14;

Thence North 01°35'21" East, along said West line, a distance of 3.00 feet to the POINT of BEGINNING;

Containing approximately 108 square feet.

R/W # 7170-19

SID: 1S2E16DB 6800

After Recording Return to:

106/800/Marty Maloney

Tax Statement shall be sent to:

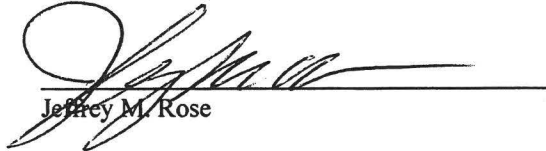
No Change

Kris Calvert

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 his knowledge after appropriate inquiry under the circumstances, the Subject Property is in compliance with all local, State and Federal environmental laws and regulations.
- B. Grantor represents that he has disclosed all knowledge of any release of hazardous substances onto or from the Subject Property, and disclosed any known report, investigation, survey, or environmental assessment regarding the Subject Property. "Release" and "hazardous substance" shall have the meaning as defined under Oregon law.
- C. Grantor warrants that 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 City, 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. The Grantor, his successors and assigns, agree to defend, indemnify and hold harmless the City, its officers, agents, and employees 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 City. 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 he 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 he and his successors will defend the same to the City 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.

IN WITNESS WHEREOF, the Grantor above named, has hereunto set his hand
this 3rd day of October, 2011.



Jeffrey M. Rose

STATE OF OREGON

County of Washington

This instrument was acknowledged before me on October 3, 2011,
by Jeffrey M. Rose.




Notary Public for Oregon
My Commission expires 9/27/2013

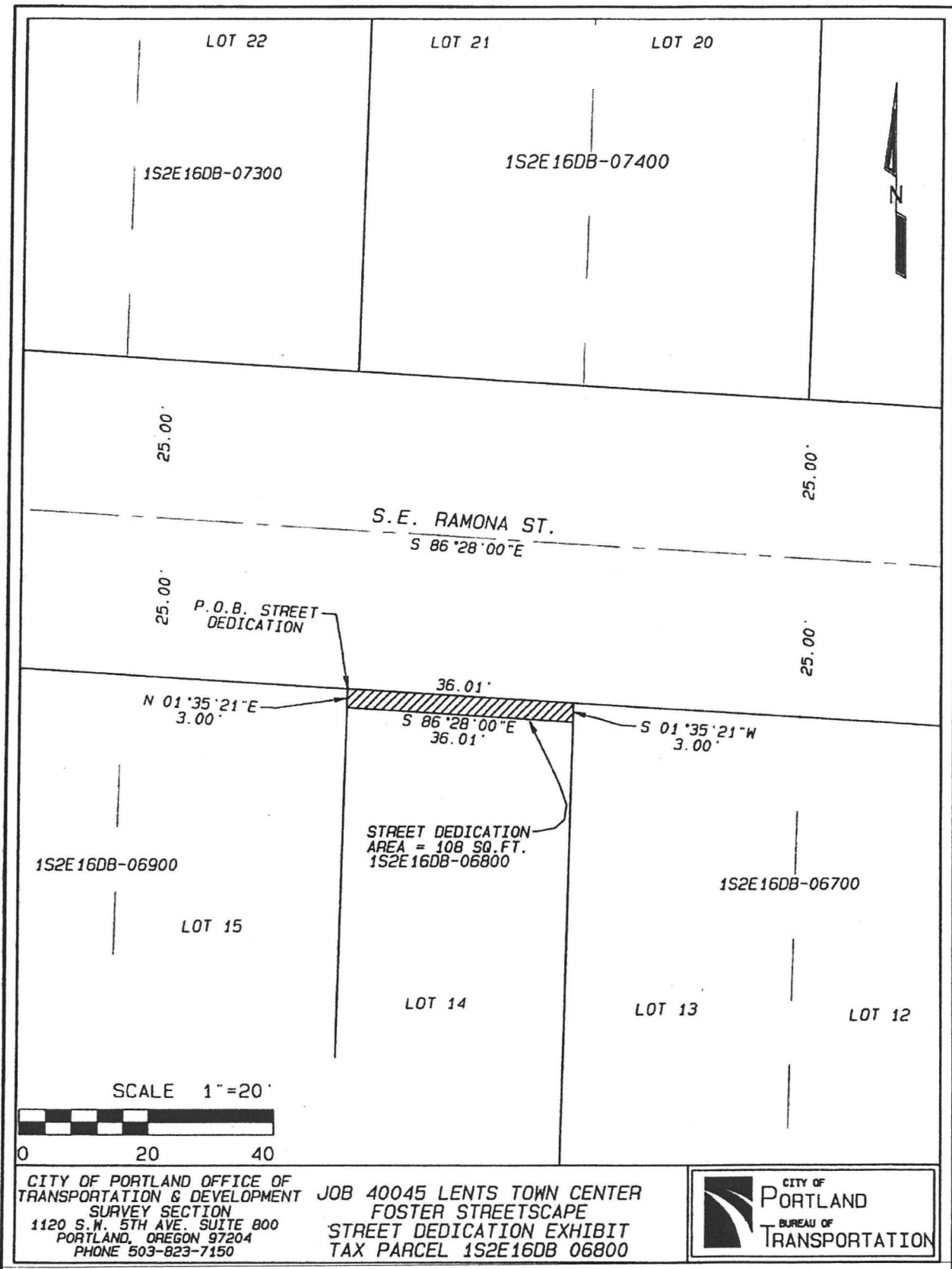
Approved as to form:
APPROVED AS TO FORM


City Attorney **CITY ATTORNEY**

Approved:


Director or designee

Exhibit A



CITY OF PORTLAND OFFICE OF
TRANSPORTATION & DEVELOPMENT
SURVEY SECTION
1120 S.W. 5TH AVE. SUITE 800
PORTLAND, OREGON 97204
PHONE 503-823-7150

JOB 40045 LENTS TOWN CENTER
FOSTER STREETSCAPE
STREET DEDICATION EXHIBIT
TAX PARCEL 1S2E16DB 06800

