

**Grantor's Name and Address:**  
**Etruscan Ventures, LLC**  
 9999 SW Wilshire St., #208  
 Portland, OR 97225

Multnomah County Official Records  
 E Murray, Deputy Clerk

**2020-126094**

09/30/2020 08:36:36 AM

EASE-EASE Pgs=4 Stn=26 ATAH  
 \$20.00 \$11.00 \$10.00 \$60.00

**\$101.00**

### **EASEMENT FOR RIGHT-OF-WAY PURPOSES**

**Etruscan Ventures, 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 the south half of Lot 11, Block 2, in the duly recorded Plat of "Resurvey of Buckingham Heights" situated in the northeast one-quarter of Section 20, T1S, R1E, W.M., in the City of Portland, County of Multnomah, State of Oregon, said strip being the west 2.00 feet of the said south half of Lot 11, as depicted on **Exhibit A** attached and incorporated by reference.

Contains 50.00 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/have 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.

R/W #9101

1S1E20AC TL 18000

After Recording Return to:

Karl N. Arruda, 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 of 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/her/his/their 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, Etruscan Ventures, LLC, an Oregon Limited Liability Company, pursuant to Articles of Organization, duly and legally adopted, has caused these presents to be signed by its MANAGING this 18 day of AUGUST, 2020  
MEMBERS

ETRUSCAN VENTURES, LLC  
AN OREGON LIMITED LIABILITY COMPANY

By:

Brent Philip A. Neil Thogerson  
Title: MANAGING MEMBERS  
Name: BRENT PILIP A. NEIL THOGERSON

STATE OF Oregon

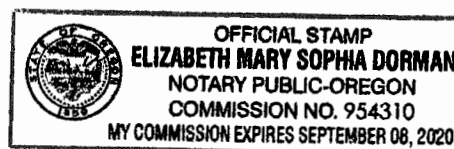
County of Washington

This instrument was acknowledged before me on August 18, 2020  
by Brent Philip and Arthur Neil Thogerson as Managing Members of Etruscan Ventures, LLC, an Oregon Limited Liability Company.

[Signature] ED  
Notary Public for (state) 9/8/2020 Oregon  
My Commission expires 9/8/2020

APPROVED AS TO FORM:

Glenn Fullilove 9.11.20  
City Attorney



APPROVED AND ACCEPTED:

DocuSigned by:  
David E. McEldowney  
AB5036AFE3E1476...  
Bureau Director

9/29/2020 | 2:59 PM PDT

Date

