

Grantor's Name and Address:
Ground Breakers Construction &
Development, Inc

*22400 Salamo Rd #105
West Linn, OR 97068*

Multnomah County Official Records
E Murray, Deputy Clerk

2022-089843

09/27/2022 10:32:27 AM

EASE-EASE Pgs=4 Str=13 ATSP
\$20.00 \$11.00 \$10.00 \$60.00

\$101.00

EASEMENT FOR RIGHT-OF-WAY PURPOSES

Ground Breakers Construction & Development, Inc., a corporation duly organized and incorporated under the laws of the State of Oregon ("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"):

Two strips of land over and across a portion of Lot 3, Block 2, in the duly recorded Plat of "Rayburn Park" situated in the northwest one-quarter of Section 16, T1S, R2E, W.M., in the City of Portland, County of Multnomah, State of Oregon, said strips being the east 7.00 feet of the south 28.00 feet of said Lot 3

AND

the west 5.50 feet of the south 28.00 feet of said Lot 3 as depicted on Exhibit A attached and incorporated by reference.

All together containing 350 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

R/W # 9442

TL 1S2E16BD - 04101

Permit #22-163944-000-00-RS

After Recording Return to:

Heather Key, City of Portland

1120 SW 5th Avenue, Suite 1331

Portland, OR 97204

Tax Statement shall be sent to: No Change

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.
- 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, 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.

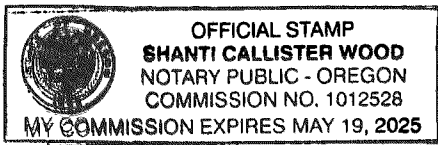
IN WITNESS WHEREOF, Ground Breakers Construction & Development, Inc. pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by its President this 7 day of Sept., 2022

GROUND BREAKERS CONSTRUCTION &
DEVELOPMENT, INC., AN OREGON CORPORATION

By: *Clinton B. Weiler*
Clinton B. Weiler, President

STATE OF Oregon
County of Clatsop

This instrument was acknowledged before me on Sept. 7, 2022
by Clinton B. Weiler as President of Ground Breakers Construction & Development, Inc. an Oregon corporation.



Shanti Callister Wood
Notary Public for (state) Oregon
My Commission expires 5/19/2025

APPROVED AS TO FORM:

Adrienne DelCotto

City Attorney

APPROVED AND ACCEPTED:

David E. McEldowney

Bureau Director

9/26/2022 | 7:37 PM PDT

Date

