

**Grantor's Name and Address:**

DEZ Development LLC  
10117 SE Sunnyside Road, Suite F1123  
Clackamas, OR 97015

Multnomah County Official Records  
E Murray, Deputy Clerk

**2023-026843**

05/03/2023 11:21:24 AM

EASE-EASE Pgs=4 Stn=10 ATCG  
\$20.00 \$11.00 \$10.00 \$60.00

**\$101.00****EASEMENT FOR RIGHT-OF-WAY PURPOSES**

**DEZ Development 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 Parcel 3 in the duly recorded "Partition Plat No. 2022-044" situated in the northwest one-quarter of Section 33, T1N, R2E, W.M., in the City of Portland, County of Multnomah, State of Oregon, said strip being the south 1.00 foot of said Parcel 3 as depicted on Exhibit A attached and incorporated by reference.

Contains 45 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

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R/W #9553

1N2E33BD TL 1304

Permit # 23-017800-000-00-SD

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After Recording Return to:

Heather Byers, 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. 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, DEZ Development LLC, an Oregon limited liability company, pursuant to its Operating Agreement, duly and legally adopted, has caused these presents to be signed by its Member, this 21<sup>st</sup> day of March, 2023.

DEZ DEVELOPMENT LLC,  
AN OREGON LIMITED LIABILITY COMPANY

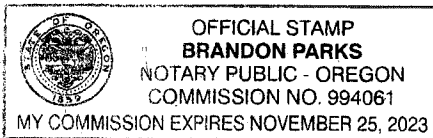
By: \_\_\_\_\_

Slavik Dezhnyuk, Member

STATE OF Oregon

County of Clackamas

This instrument was acknowledged before me on March 21, 2023, by Slavik Dezhnyuk as a Member of DEZ Development LLC, an Oregon limited liability company.



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Notary Public for (state) Oregon

My Commission expires Nov 25 2023

APPROVED AS TO FORM:

Adrienne DeCotto

City Attorney

APPROVED AND ACCEPTED:

David E. McEldowney

Bureau Director or designee

5/2/2023 | 5:24 PM PDT

Date

