

Grantor's Name and Address:

Shari L. Keeble
6515 SE 69th Avenue
Portland, OR 97206

Multnomah County Official Records	2023-014095
E Murray, Deputy Clerk	03/10/2023 02:46:59 PM
EASE-EASE Pgs=5 Stn=67 ATMH	\$106.00
\$25.00 \$11.00 \$10.00 \$60.00	

EASEMENT FOR RIGHT-OF-WAY PURPOSES

Shari L. Keeble, an individual ("Grantor"), in consideration of the sum of six hundred forty-eight and 00/100 Dollars (\$648.00), and other good and valuable 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 16 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 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. "Release" and "hazardous substance" 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.

R/W #9404-76
1S2E20BA TL 7500

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 _____

- 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 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 Grantors 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).

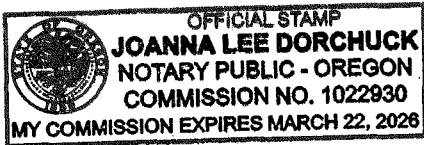
This section is intentionally left blank.

IN WITNESS WHEREOF, the Grantor above named has hereunto set their hands
this 7 day of February, 2023

Shari L. Keeble
SHARI L. KEEBLE

STATE OF Oregon
County of Multnomah

This instrument was acknowledged before me on Feb 7, 2023, by Shari L. Keeble.



J Lee Dorchuck
Notary Public for (state) Oregon
My Commission expires 3-22-26

APPROVED AS TO FORM:

Adrienne DellCotto
City Attorney

APPROVED AND ACCEPTED:

David E. McEldowney
Bureau Director

3/10/2023 | 12:56 PM PST

Date

EXHIBIT A

**BRENTWOOD-DARLINGTON BIKE PED IMPROVEMENTS
R/W# 9404-76
EASEMENT FOR RIGHT OF WAY PURPOSES
1S2E20BA-07500**

A portion of that tract of land conveyed by deed to John P. Keeble and Shari L. Keeble in document 2006-056339 Multnomah County Deed Records, situated in the Northeast one-quarter of the Northwest one-quarter of Section 20, Township 1 South, Range 2 East of the Willamette Meridian in the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

BEGINNING at the Northeast corner of Lot 1, Block 12, plat of "Brentwood", plat book 414, page 69, Multnomah County Survey Records;

Thence, along the east line of said Lot 1, South 00°05'13" East, a distance of 5.68 feet;

Thence, leaving said east line, North 45°21'29" West, a distance of 7.99 feet, to a point on the north line of said Lot 1;

Thence, along said north line, North 89°22'20" East, a distance of 5.68 feet, to the **POINT OF BEGINNING**.

Containing 16 square feet.

Project No. 1363
May 24, 2022

REGISTERED
PROFESSIONAL
LAND SURVEYOR

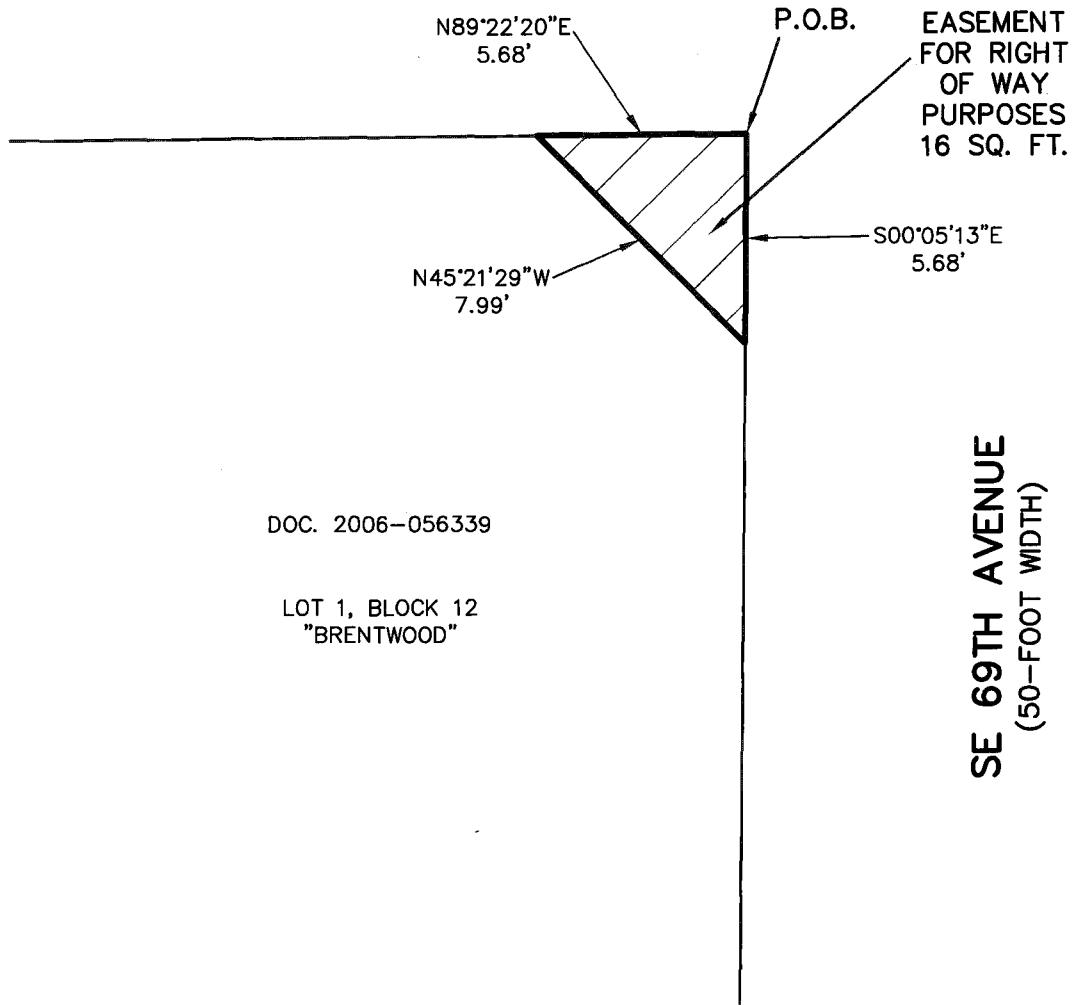
Digitally Signed

OREGON
July 15, 2003
JOHN T. CAMPBELL
60070

RENEWS: 12/31/2023

EXHIBIT "B"

SE DUKE STREET
(60-FOOT WIDTH)



R/W# 9404-76	EASEMENT FOR RIGHT OF WAY PURPOSES	PREPARED BY: MPS
PROJ# 1363	PROJ. NAME: BRENTWOOD DARLINGTON BIKE PED IMPROV.	DATE: 5/24/2022
205 SE SPOKANE STREET SUITE 200 PORTLAND, OR 97202 PHONE: 503-221-1131	JOHN P. KEEBLE AND SHARI L. KEEBLE 6515 SE 69TH AVENUE 1S2E20BA-07500	HHPR HARPER HOUF PETERSON RIGHELLIS INC.