



\$56.00

07/30/2010 02:03:08 PM

1R-EASEMT  
\$25.00 \$11.00 \$15.00 \$5.00

Cnt=1 Stn=11 RECCASH2

**SEWER EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS, that **Frank J. Baumeister and Karyn M. Baumeister, as tenants by the entirety** (Grantor), in consideration of the sum of One and no/100 Dollars (\$1.00), and other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon (Grantee), does hereby grant unto said City of Portland a non-exclusive and perpetual easement for the purpose of laying down, constructing, reconstructing, operating, inspecting, monitoring and maintaining a sewer or sewers and appurtenances, through, under, over and along the following described parcel and depicted in the attached Exhibit "A":

A PORTION OF LOT 15, BLOCK D, OF THE DULY RECORDED PLAT OF BARNES PARK HEIGHTS, AS DESCRIBED IN BOOK 1460, PAGE 1175, RECORDED AUGUST 7, 1980, SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN IN THE CITY OF PORTLAND, COUNTY OF MULTNOMAH AND STATE OF OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 15, BLOCK D, BARNES PARK HEIGHTS; THENCE N. 01° 56' 57" E. ALONG THE EAST LINE OF SAID LOT 15, A DISTANCE OF 6.98 FEET TO A POINT; THENCE N. 87° 42' 05" W. A DISTANCE OF 136.65 FEET TO A POINT; THENCE S. 02°17'55"W. A DISTANCE OF 7.81 FEET TO A POINT ON THE SOUTH LINE OF LOT 15, BLOCK D, BARNES PARK HEIGHTS; THENCE S. 88° 03' 03" E. ALONG SAID SOUTH LINE A DISTANCE OF 136.70 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1,011 SQUARE FEET, MORE OR LESS.

IT IS UNDERSTOOD and agreed that:

R/W #7158-09  
1N1W36DA 1500

After Recording Return to: \_\_\_\_\_

*P/V* 106/800/Marty Maloney \_\_\_\_\_

Tax Statement shall be sent to: \_\_\_\_\_

No Change \_\_\_\_\_

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- A. Grantee is accepting the existing sewer and appurtenances located within the easement boundaries, per ordinance No. 182650, passed on April 8<sup>th</sup>, 2009.
- B. Grantee will restore the easement area to a condition that is as good as or better than the condition existing prior to the original construction, except as to permanent changes made necessary by and authorized under this easement.
- C. No other buildings, additional easements, material storage, grade change or tree planting will be allowed within the easement boundaries without prior written consent of the Director of the Bureau of Environmental Services. Landscaping which by its nature is shallow rooted and may be easily removed to permit access to the sewer lines and facilities authorized by this easement shall not require consent.
- D. This easement includes the right of access for construction, inspection, maintenance or other sewerage system activities.
- E. This easement does not grant or convey to Grantee any right or title to the surface of the soil along the route of said sewer except for the purpose of laying down, constructing, reconstructing, operating, inspecting, monitoring, and maintaining the same.
- F. Grantors reserve all other rights not conveyed herein, but will not exercise said rights in any manner that would be inconsistent or interfere with or materially affect rights herein granted.
- G. This easement shall bind the heirs and assigns of Grantors and shall inure to the benefit of the successors in title of Grantee.
- H. Grantors represent and warrant that they have 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 they will defend the same to Grantee against the lawful claims and demands of all persons whomsoever.
- I. This easement is granted pursuant to the exercise of the eminent domain power and authority of Grantee, with the consideration paid by Grantee accepted as just compensation for the property or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of said property or property rights.
- J. Grantors represent that to the best of their knowledge, after appropriate inquiry under the circumstances, the subject property is in compliance with all local, State and Federal environmental laws and regulations.
- K. Grantors represent that they have disclosed all knowledge of any release of hazardous substances onto or from the 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.
- L. Grantors warrant that there are no underground storage tanks, as defined under Oregon law, presently on or under the subject property.

- M. Grantee, by accepting this easement, is not accepting liability for any preexisting release of hazardous substances onto or from the subject property, and Grantors are not attempting to convey any such liability.

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IN WITNESS WHEREOF, the Grantors above named, have hereunto set their hand this  
10 day of July, 2010.

FRANK J. BAUMEISTER

Frank J. Baumeister

KARYN M. BAUMEISTER

Karyn M. Baumeister

STATE OF OREGON

County of Multnomah

This instrument was acknowledged before me on July 20, 2010,  
by Frank J. Baumeister and Karyn M. Baumeister



Danielle Michelle Easton  
Notary Public for Oregon  
My Commission expires 10/26/13

APPROVED AS TO FORM:

APPROVED AS TO FORM

Sandra Nguyen  
City Attorney

CITY ATTORNEY

APPROVED:

[Signature]  
Bureau of Environmental Services Director  
or designee

SEWER EASEMENT CIP

EXHIBIT A

