

Multnomah County Official Records
C Swick, Deputy Clerk

2010-094110



\$56.00

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

Cnt=1 Stn=11 RECCASH2

07/30/2010 02:03:08 PM

SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that JoAn Strand, Trustee Under the Family Trust of Robert M. Strand, Sr. and JoAn Strand Revocable Living Trust Agreement dated the 28th day of August, 1998, as to an undivided one-half interest and JoAn Strand, Trustee Under the Martial Trust of Robert M. Strand, Sr. and JoAn Strand Revocable Living Trust Agreement dated the 28th day of August, 1998, as to an undivided one-half interest (Grantors), in consideration of the sum of One and no/100 Dollars (\$1.00), and other good and valuable consideration, to them 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 TRACT OF LAND LYING WITHIN LOT 3, BLOCK 5 OF THE DULY RECORDED PLAT OF ROYAL, SITUATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 1 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 3, BLOCK 5, ROYAL; THENCE S. 88° 32' 28" W. ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 197.06 FEET TO A POINT; THENCE S. 54° 57' 11" W. A DISTANCE OF 17.94 FEET TO A POINT IN THE EAST LINE OF N.W. ROYAL BLVD.; THENCE SOUTHEASTERLY ALONG SAID EAST LINE ON THE ARC OF A 46.39 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 26° 19' 44", AN ARC DISTANCE OF 21.32 FEET (THE CHORD BEARS S. 16° 13' 16" E. 21.13 FEET) TO A POINT; THENCE LEAVING SAID EASTERLY LINE AND RUNNING N. 54° 57' 11" E. A DISTANCE OF 20.35 FEET TO A POINT; THENCE N. 83° 01' 51" E. A DISTANCE OF 177.25 FEET TO A POINT; THENCE N. 79° 36' 55" E. A DISTANCE OF 13.39 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 2,353 SQUARE FEET, MORE OR LESS.

R/W #7158-06
1N1E31CC 700
BES JOB#E08888

After Recording Return to: _____

P/C 106/800/Marty Maloney _____

Tax Statement shall be sent to: _____

No Change _____

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IT IS UNDERSTOOD and agreed that:

- A. Grantee is accepting the existing sewer and appurtenances located within the easement boundaries, per ordinance No. 182650, passed on April 8th, 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. Other than one (1), 10-square foot area, centered on the existing manhole depicted on the Exhibit "A" attached hereto, 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.
- D. 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.
- E. This easement includes the right of access for construction, inspection, maintenance or other sewerage system activities.
- 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.

[Remainder of the Page Left Intentionally Blank]

IN WITNESS WHEREOF, the Grantors above named, have hereunto set their hand this 19th day of July, 2010.

NELSON B. STRAND, ACTING SUCCESSOR TRUSTEE ON BEHALF OF JOAN STRAND, TRUSTEE UNDER THE FAMILY TRUST OF ROBERT M. STRAND, SR. AND JOAN STRAND REVOCABLE LIVING TRUST

Nelson B. Strand

NELSON B. STRAND, ACTING SUCCESSOR TRUSTEE ON BEHALF OF JOAN STRAND, TRUSTEE UNDER THE MARITAL TRUST OF ROBERT M. STRAND, SR. AND JOAN STRAND REVOCABLE LIVING TRUST

Nelson B. Strand

STATE OF OREGON

County of Multnomah

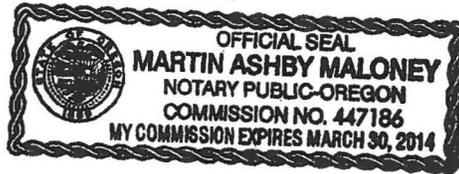
This instrument was acknowledged before me on July 1th, 2010, by Nelson B. Strand

[Signature]
Notary Public for Oregon
My Commission expires 3/30/14

APPROVED AS TO FORM:

APPROVED AS TO FORM

[Signature]
City Attorney
CITY ATTORNEY



APPROVED:

[Signature]
Bureau of Environmental Services Director
or designee

EXHIBIT A

