

DEED 19202

Multnomah County Official Records
R Weldon, Deputy Clerk

2015-119903

Grantor's Name & Address:
PDX Property Innovations LLC
1405 SE Long St.
Portland, OR 97202



\$66.00

01583011201501199030050054

09/17/2015 03:02:38 PM

1R-EASEMT

Pgs=5 Stn=10 ATKRH

\$25.00 \$11.00 \$20.00 \$10.00

Giraud Enterprises LLC
d.b.a 503 Development Company
12160 SW Faircrest St.
Portland, OR 97225

SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that **PDX Property Innovations LLC, an Oregon limited liability company, and 503 Development Company, an assumed business name of Giraud Enterprises LLC, an Oregon limited liability company** (collectively, "Grantor"), in consideration of the sum of Five Thousand Three Hundred and no/100 Dollars (\$5,300.00) 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 perpetual easement ("this 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 ("the Easement Area"):

A strip of land over and across a portion of Lot 10, Block 2, in the duly recorded Plat of Pasadena, situated in the northwest one-quarter of Section 31, T1S, R1E, W.M., in the City of Portland, County of Multnomah, State of Oregon, said strip being the south 5.00 feet of said Lot 10, as depicted on Exhibit A attached hereto and by this reference made a part hereof.

Contains 510 square feet, more or less.

IT IS UNDERSTOOD and agreed that:

- A. Grantee will reasonably endeavor to minimize impacts to existing structures and surfaces. Grantee will restore areas disturbed by Grantee or Grantee's contractor to a condition that, in the reasonable judgment of Grantee, is as good as the condition that existed before the work began, except as to permanent changes made necessary by and authorized under this

R/W #7969-1

BES # E10772

1S1E31BB 3200

After Recording Return to:

John Deyo, City of Portland

PLU B. HOWELL

1120 SW 5th Avenue, Suite 800

Portland, OR 97204

Tax Statement shall be sent to: No Change

Easement. The area of repair or replacement will be limited to the area of damage, may have appearance variations due to age or weathering, and does not include any portion of the public right-of-way, as defined by Grantee.

- B. No other utilities, buildings, facilities, easements, material storage, grade changes, or tree planting will be allowed within the Easement Area without the 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.
- C. This Easement includes a right of access for Grantee and its contractors and agents for construction, inspection, maintenance, and other sewerage system activities.
- D. This Easement does not grant or convey to Grantee any right or title to the surface of the soil in the Easement Area except as may be necessary for the exercise of Grantee's rights under this Easement.
- E. Grantor reserves 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 the rights herein granted.
- F. This Easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee.
- G. Grantor represents and warrants that it has the authority to grant this Easement, that the property containing the Easement Area is free from all liens and encumbrances that would materially affect the easement grant, and that it will defend the same to Grantee against the lawful claims and demands of all persons whomsoever.
- H. Grantor represents that to the best of its knowledge, after appropriate inquiry under the circumstances, the property comprising the Easement Area is in compliance with all local, State and Federal environmental laws and regulations.
- I. Grantor represents that it has disclosed all knowledge of any release of hazardous substances onto or from the property containing the Easement Area and disclosed any known report, investigation, survey or environmental assessment that may provide information relevant to the Easement Area. "Release" and "hazardous substance" shall have the meanings as defined under Oregon law.
- J. Grantor warrants that there are no underground storage tanks, as defined under Oregon law, presently on or under the property containing the Easement Area.
- K. Grantee, by accepting this Easement, is not accepting liability for any preexisting release of hazardous substances onto or from the property containing the Easement Area, and Grantor is not attempting to convey any such liability.

IN WITNESS WHEREOF, PDX Property Innovations LLC, an Oregon limited liability company, pursuant to its Articles of Organization, duly and legally adopted, has caused these presents to be signed by its member this 20th day of August, 2015.

PDX PROPERTY INNOVATIONS LLC,
AN OREGON LIMITED LIABILITY COMPANY

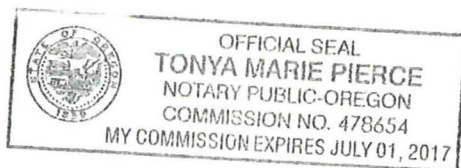
By: _____

Member

STATE OF Oregon

County of Clackamas

This instrument was acknowledged before me on August 20th, 2015 by Bruce Ziesdorf (name) as a member of PDX Property Innovations LLC, an Oregon limited liability company.



Notary Public for (state) Oregon

My Commission expires 7-1-17

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, 503 Development Company, an assumed business name of Giraud Enterprises LLC, an Oregon limited liability company, pursuant to its Articles of Organization, duly and legally adopted, has caused these presents to be signed by its member this 19th day of 2015/16 August, 2015.

503 DEVELOPMENT COMPANY,
AN ASSUMED BUSINESS NAME OF
GIRAUD ENTERPRISES LLC,
AN OREGON LIMITED LIABILITY COMPANY

By: _____

Munging Member

STATE OF Oregon

County of Washington

This instrument was acknowledged before me on August 19th, 2015 by Michael Giraud (name) as a member of Giraud Enterprises LLC, an Oregon limited liability company, operating under the assumed business name of 503 Development Company.



Sarah Johnston

Notary Public for (state) Oregon
My Commission expires April 25, 2017

APPROVED AS TO FORM:
APPROVED AS TO FORM

[Signature]
City Attorney

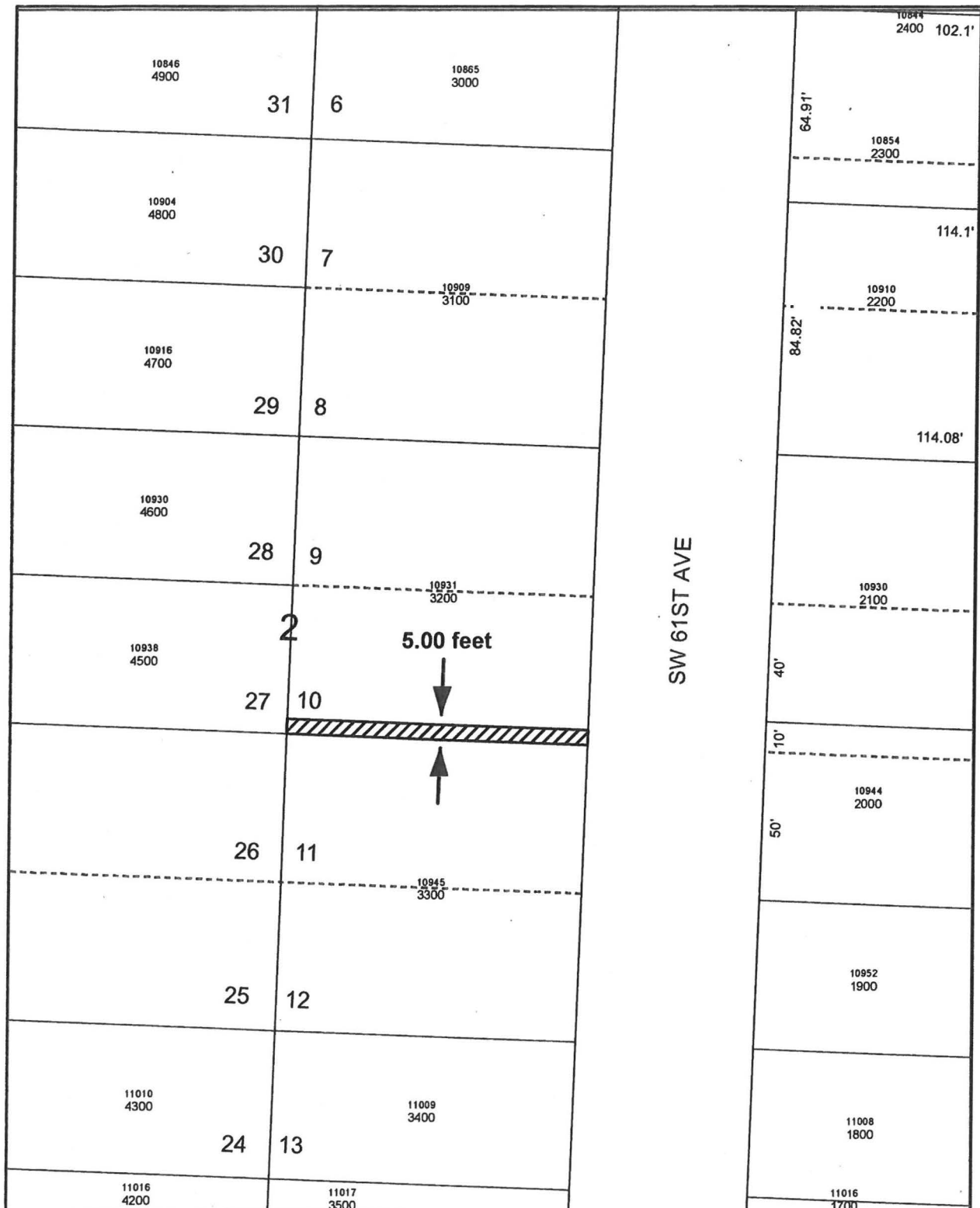
CITY ATTORNEY 9/9/15



APPROVED AND ACCEPTED:

[Signature]
Bureau of Environmental Services Director
or his designee

Exhibit A



Legal: A portion of Lot 10, Block 2, "Pasadena"

Grantor: PDX Property Innovations LLC, Giraud Enterprises LLC

R/W: 7969-1 1/4 Section: 4123 Section: 1S1E31BB

Sewer Easement

1 inch = 50 feet

