

Multnomah County Official Records  
E Murray, Deputy Clerk

2018-053293

**Grantor's Name & Address:**

French American International School  
8500 NW Johnson Street  
Portland, OR 97229-6780



02126295201800532930050059

\$62.00

05/18/2018 03:01:04 PM

1R-EASEMT

Pgs=5 Stn=70 HUNTK

\$25.00 \$11.00 \$20.00 \$6.00

**SEWER EASEMENT**

**French American International School**, an Oregon non-profit corporation ("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"), 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"):

As described on Exhibit A and depicted on Exhibit B attached and incorporated by reference.

Contains 2,229 square feet, more or less.

IT IS UNDERSTOOD and agreed that:

- A. 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.
- B. This Easement includes a right of access for Grantee and its contractors and agents for construction, inspection, maintenance, and other sewerage system activities.
- C. 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.

R/W #8521

BES #EP307D

IN1W36BC TL 1200

After Recording Return to:

Lance Lindahl, City of Portland

1120 SW 5th Avenue, Suite 800

Portland, OR 97204

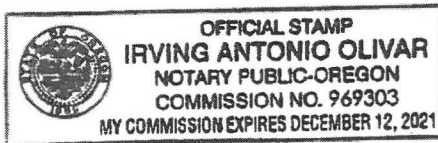
Tax Statement shall be sent to: No Change

- D. 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.
- E. This Easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee.
- F. Grantor represents and warrants that it has the authority to grant this Easement, that 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.
- G. Grantor agrees that the consideration recited herein is just compensation for the Easement Area or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of said Easement Area or property rights.
- H. Grantor represents that to the best of its knowledge, after appropriate inquiry under the circumstances, 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 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 meaning 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 Easement Area.
- K. Grantee, by accepting this Easement, is not accepting liability for any preexisting release of hazardous substances onto or from the Easement Area, and Grantor is not attempting to convey any such liability.

*This section is intentionally left blank.*

IN WITNESS WHEREOF, French American International School, pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by Pamela Keeling, also known as Pam Dreisin, as President and Kimberly Patterson as Secretary, this 6<sup>th</sup> day of April, 20 18.

FRENCH AMERICAN INTERNATIONAL SCHOOL,  
AN OREGON NON-PROFIT CORPORATION



By: Pamela Keeling  
Pamela Keeling, also known as Pam Dreisin,  
President

By: Kimberly Patterson  
Kimberly Patterson,  
Secretary

STATE OF Oregon

County of Washington

This instrument was acknowledged before me on April 6<sup>th</sup>, 20 18, by Pamela Keeling, also known as Pam Dreisin, as President, and Kimberly Patterson as Secretary, of French American International School, an Oregon non-profit corporation.

[Signature]  
Notary Public for (state) Oregon  
My Commission expires 12-12-21

APPROVED AS TO FORM:

~~CITY ATTORNEY~~

~~City Attorney~~

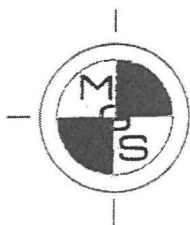
APPROVED AS TO FORM

CITY ATTORNEY 4/30/18

APPROVED:

[Signature]  
Bureau of Environmental Services Director  
or designee

5/10/18  
Date



**MINISTER-GLAESER  
SURVEYING INC.**

*Yanover Office - 2200 E. Evergreen Blvd., Vancouver, Washington 98601  
(360) 694-3313 (360) 694-3410 FAX  
Pasco Office - 6303 Burden Blvd. Suite E, Pasco, Washington 99301  
(509) 544-7502 (509) 544-7502 FAX*

02-28-18

February 28, 2018

RWA #8521

**EXHIBIT "A"**

**SEWER EASEMENT**

A strip of land in a portion of that certain French American International School Parcel as described in Auditor File Number 2004-184483, records of Multnomah County, Oregon located in a portion of the Southwest Quarter of the Northwest Quarter of Section 36, Township 1 North, Range 1 West, Willamette Meridian, in the City of Portland, Multnomah County, Oregon, more particularly described as follows:

**COMMENCING** at a point in the centerline of Northwest Miller Road that is marked by a 3/4" iron pipe as shown in Multnomah County, Survey Record Number SN #51290, said point lies North 01°28'00" West, for a distance of 836.00 feet along said centerline, from a 3/4" iron pipe as shown in said Survey Record Number SN #51290, that marks said centerline;

Thence South 01°28'00" East, along said centerline, for a distance of 331.81 feet;

Thence leaving said centerline, South 88°32'00" West, for a distance of 30.00 feet to the Westerly Right-of-Way line of Northwest Miller Road and **TRUE POINT OF BEGINNING**;

Thence South 88°29'33" West, for a distance of 148.57 feet;

Thence South 01°28'00" East, for a distance of 15.00 feet;

Thence North 88°29'33" East, for a distance of 148.57 feet;

Thence North 01°28'00" West, for a distance of 15.00 feet to the **TRUE POINT OF BEGINNING**.

**Containing 2,229 square feet of land, more or less.**

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Daniel A. Renton*

OREGON  
JUNE 30, 1997  
DANIEL A. RENTON  
2830

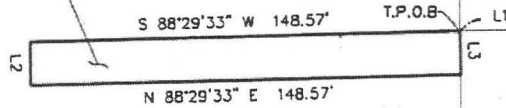
Expires 12-31-2018

**EXHIBIT "B"**  
**SEWER EASEMENT**  
 SW 1/4 OF THE NW 1/4  
 OF SECTION 36  
 T 1 N., R 1 W., W.M.  
 MULTNOMAH COUNTY, OREGON

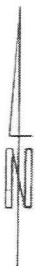
RWA #8521

AUDITOR FILE NUMBER: 2004-184483

SEWER EASEMENT  
 AREA=2,229 SQ. FT.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 88°32'00" W	30.00'
L2	S 01°28'00" E	15.00'
L3	N 01°28'00" W	15.00'



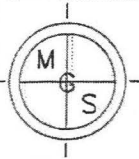
3/4" IP AT POINT OF CURVE  
 R.O.S. 51290 MULTNOMAH CO.

S 01°28'00" E 835.00' (835.96') RECORD  
 S 01°28'00" E 331.81'

N.W. MILLER ROAD  
 CO. RD. 1420  
 N 01°28'00" W 504.19'

60.00'

3/4" IP  
 R.O.S. 51290 MULTNOMAH CO.



PREPARED BY:  
**MINISTER-GLAESER**  
**SURVEYING INC.**  
 2200 E. EVERGREEN BLVD.  
 VANCOUVER, WA 98661  
 (360) 694-3313

**EXHIBIT "B"**  
**SEWER EASEMENT**

SCALE: 1"=60'  
 JOB NO. 17-327  
 DATE: 02-28-18  
 DWG FILE: 17327L2  
 DRAWN BY: RDH