

KNOW ALL MEN BY THESE PRESENTS, That City of Portland, a municipal corporation

of Multnomah County, Oregon, in consideration of

One and no/100 Dollars, and other good and valuable consideration, to us paid by Multnomah County, a political subdivision of the State of Oregon, has granted, sold and conveyed with lawful title and warranty, unto said City of Portland, its successors and assigns, a certain parcel of land, together with all and singular rights and appurtenances thereto in anywise by law in anywise soever deducible to the use of the public as a public road, all the following bounded and described real property situated in the County of Multnomah and State of Oregon, to-wit:

A parcel of land located in Section 14, Township 1 North, Range 2 East of the Willamette Meridian in the County of Multnomah and State of Oregon, said parcel being a portion of that tract of land conveyed to Roberta Hudson, et al, in Book 912, Page 1186 Multnomah County Deed Records, said parcel being a five foot strip of land located to the South and adjacent to the following described line:

Beginning at a point in the East line of N.E. 138th Avenue, 42.03' South and 44' East East of the South-east corner of Block 65, Reynolds Mountain View Plat 2; thence South 87° 18' East along the South line of said Hudson tract 790.15 feet; thence North along the East line of said Hudson tract 325.34 feet to the true point of beginning of the herein described line; thence North 85° 25' 30" West along the North line of said Hudson tract 137.38 feet; thence West-erly continuing along the said North line 63.28 feet along a curve to the right having a radius of 440.0 feet; containing 1004 square feet more or less.

NOTE: Basis of bearing is deed, Book 912, Page 1186, Multnomah County Deed Records.

IN WITNESS WHEREOF

this

APPROVED:

Department of Public Works

Deputy Director

APPROVED AS TO FORM:

District Attorney

Dr. Bruce Dietzel, Attorney

STATE OF OREGON)

Caution of _____

ON THIS DAY OF

personally known, who being duly sworn,

18

instrument is the corporate seal of said Cor

authority of its Board of Directors and with

IN TESTIMONY WHEREOF, I have

cate, written,

1000

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KNOW ALL MEN BY THESE PRESENTS, THAT CITY OF PORTLAND, A MUNICIPAL CORPORATION

of Multnomah County, Oregon, in consideration of

One Bid No. 10045, and valuable considerations, to be paid by Multnomah County, a political subdivision of the State of Oregon, has granted, conveyed, sold, and assigned, unto said City of Portland, its successors and assigns, a perpetual easement for road purposes in, upon, and across the east and west halves of Section 20, Township 1 North, Range 3 East of the Willamette Meridian, Multnomah County, Oregon, said parcel being a portion of that tract of land conveyed to William P. and Cleo W. Edmondson in Book 1017, Page 365, Multnomah County Deed Records, said parcel being a ten-foot-wide strip of land located adjacent to and ten feet South of the following described line:

Beginning at the intersection of the South line of said Edmondson tract with the East line of said Edmondson tract; thence North 01° East along said East line of said Edmondson tract 14.60 feet to a 5/8-inch iron rod; thence North 87° 50' 01" East 297.40 feet to a 1/2-inch iron rod; thence North 0° 05' West 76.7 feet; more or less, to the North line of said Edmondson tract; the true Point of Beginning of the herein described line; thence Easterly along the North line of said Edmondson tract 207.45 feet, more or less, to the Northeast corner of the Edmondson tract; containing 2075 square feet, more or less.

IN WITNESS WHEREOF

APPROVED:

Department of Public Works

100

APPROVED AS TO FORM:

Distri

Deputy District Attorney

County of _____) ss.

call, written.

My Commission Expires

DECLARATION OF DEED RESTRICTIONS

THIS AGREEMENT, made and entered into this ____ day of _____,
19____,

WHEREAS, the undersigned is the owner of the East 200 feet of the North 200 feet, as measured on the East property line, of Tax Lot 8, Section 14, T1N, R2E, W.M.

WHEREAS, the undersigned as owner of said tract and in exchange for approval by Multnomah County of owner's development of a well site for its Groundwater Development Program wishes to burden said tract in Section 14, T1N, R2E, W.M. with a restriction requiring future owners of all or a part thereof to participate in the street improvement costs on that portion of N.E. Jarrett Street abutting said tract in Section 14, T1N, R2E, W.M.; and

WHEREAS, the undersigned owner desires to develop a well site for its Groundwater Development Program before said street is reconstructed to County Standards;

NOW THEREFORE, the undersigned hereby agrees and stipulates as follows:

1. That the undersigned and all future owners of the tract of land above described shall be obligated to participate in the improvement cost of said N.E. Jarrett Street abutting said tract, to the same extent that the majority of the other property owners abutting said N.E. Jarrett Street share in the cost; and such future owners shall be shall be also obligated to pay their proper share for the development and improvement of said abutting street.

2. This obligation shall be binding, whether the improvement is initiated by a petition of the owners of land abutting said street, or by a resolution of the Board of County Commissioners.

151697

SUPPLEMENT NO. 3

Page 2 of 3

DECLARATION OF DEED RESTRICTIONS

3. That this entire agreement constitutes a mutual covenant running with the land, and successive future owners shall be bound to it as if original signers hereto.

4. That any deed, lease, conveyance or contract made in violation of this agreement shall be void.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 19__.

CITY OF PORTLAND, a municipal corporation

MAYOR

AUDITOR

STATE OF OREGON }
County of Multnomah } SS

This is to certify that on this ____ day of _____, 198__, before me, the undersigned, personally appeared the above named individuals, who being first duly sworn, did acknowledge the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and official seal.

Notary Public for the State of Oregon
My Commission expires _____

151697

SUPPLEMENT NO. 3

Page 3 of 3

AGREEMENT CONCERNING REAL PROPERTY

THIS AGREEMENT made and entered into at Portland, Oregon, this ____ day of _____, 198__, by and between CITY OF PORTLAND, OREGON, a municipal corporation, and the COUNTY OF MULTNOMAH, State of Oregon, (hereinafter referred to as "County"),

WHEREAS, the City of Portland is the owner of record of the following described real property to wit:

East 200 feet of the North 200 feet as measured
on the East property line of Tax Lot '8', Section 14,
T1N, R2E, 1979 Assessor's Map.

WHEREAS, on March 3, 1980, County granted approval of a land division to the owners of the above described property;

NOW, THEREFORE, the above-named persons, for and in consideration of granting of the aforesaid LD 9-80, do hereby agree as follows:

"To connect any future facilities requiring sewers to any sewer serving the described property when such sewer is constructed and in no event to remonstrate against construction of said sewer."

THIS AGREEMENT shall run with the land and shall bind the above named individuals, their heirs, successors, and assigns.

(Owners) _____
MAYOR

AUDITOR

STATE OF OREGON): SS
County of Multnomah }

This is to certify that on this ____ day of _____, 198__, before me, the undersigned, personally appeared the above named individuals, who being first duly sworn, did acknowledge the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and official seal.

Notary Public for the State of Oregon
My Commission expires _____

DECLARATION OF DEED RESTRICTIONS

THIS AGREEMENT, made and entered into this ____ day of _____,
19____,

WHEREAS, the undersigned is the owner of the Easterly 200.42 feet, as measured on the South property line, of Tax Lot 17, Section 20, T1N, R3E, W.M.

WHEREAS, the undersigned as owner of said tract and in exchange for approval by Multnomah County of owner's development of a well site for its Groundwater Development Program wishes to burden said tract in Section 20, T1N, R3E, W.M. with a restriction requiring future owners of all or a part thereof to participate in the street improvement costs on that portion of N.E. Marine Drive abutting said tract in Section 20, T1N, R3E, W.M.; and

WHEREAS, the undersigned owner desires to develop a well site for its Groundwater Development Program before said street is reconstructed to County Standards;

NOW THEREFORE, the undersigned hereby agrees and stipulates as follows:

1. That the undersigned and all future owners of the tract of land above described shall be obligated to participate in the improvement cost of said N.E. Marine Drive abutting said tract, to the same extent that the majority of the other property owners abutting said N.E. Marine Drive share in the cost; and such future owners shall be also obligated to pay their proper share for the development and improvement of said abutting street.

2. This obligation shall be binding, whether the improvement is initiated by a petition of the owners of land abutting said street, or by a resolution of the Board of County Commissioners.

3. That this entire agreement constitutes a mutual covenant running with the land, and successive future owners shall be bound to it as if original signers hereto.

4. That any deed, lease, conveyance or contract made in violation of this agreement shall be void.

IN WITNESS WHEREOF, the parties hereto have set their hands this

_____ day of _____, 19__.

CITY OF PORTLAND, a municipal corporation

MAYOR

AUDITOR

STATE OF OREGON)
County of Multnomah) SS

This is to certify that on this ____ day of _____, 198__,
before me, the undersigned, personally appeared the above named individuals,
who being first duly sworn, did acknowledge the foregoing instrument to be
their voluntary act and deed.

WITNESS my hand and official seal.

Notary Public for the State of Oregon
My Commission expires _____

AGREEMENT CONCERNING REAL PROPERTY

SUPPLEMENT NO. 4

THIS AGREEMENT made and entered into at Portland, Oregon, this _____ day of _____, 198__, by and between CITY OF PORTLAND, OREGON, a municipal corporation, and the COUNTY OF MULTNOMAH, State of Oregon, (hereinafter referred to as "County"),

WHEREAS, the City of Portland is the owner of record of the following described real property to wit:

Easterly 200.42 feet as measured on the South property line, of Tax Lot '17', Section 20, T1N, R3E, 1979 Assessor's Map.

WHEREAS, on March 3, 1980, County granted approval of a land division to the owners of the above described property;

NOW, THEREFORE, the above-named persons, for and in consideration of granting of the aforesaid LD 13-80, do hereby agree as follows:

"To connect any future facilities requiring sewers to any sewer serving the described property when such sewer is constructed and in no event to remonstrate against construction of said sewer."

THIS AGREEMENT shall run with the land and shall bind the above named individuals, their heirs, successors, and assigns.

(Owners) _____

MAYOR

AUDITOR

S T A T E O F O R E G O N)
County of Multnomah): SS

This is to certify that on this _____ day of _____, 198__, before me, the undersigned, personally appeared the above named individuals, who being first duly sworn, did acknowledge the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and official seal.

Notary Public for the State of Oregon
My Commission expires _____

ORDINANCE NO. 151697

An Ordinance authorizing the conveyance of a five-foot-wide strip of land containing 1004 square feet, and a ten-foot-wide strip of land containing 2075 square feet to Multnomah County at no cost, and authorizing agreements to participate in the costs of making road improvements, and authorizing agreements to commit to connecting future facilities to a public sewer when available, for two well sites being developed for the Groundwater Development Program of the Bureau of Water Works, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. The Bureau of Water Works is in the process of developing well sites located on N.E. Jarrett Street east of N.E. 138th Avenue, and on N.E. Marine Drive east of N.E. 185th Avenue for the Groundwater Development Program.
2. In order to make land divisions necessary to develop these well sites, Multnomah County has required that the City transfer a five-foot strip of land containing 1004 square feet on N.E. Jarrett Street and a ten-foot strip of land containing 2075 square feet on N.E. Marine Drive as road dedications for future street widenings.
3. Multnomah County has also required that the City make agreements to participate in the costs of making road improvements, when authorized by the County Engineer by a Declaration of Deed Restriction, and that the City make additional agreements that any future facilities requiring sewers on the well sites being created be connected to a future public sewer when hook-ups are made available by an Agreement Concerning Real Property.
4. Copies of the Deed for Road Purposes to convey a five-foot strip of land, and a ten-foot strip of land are attached to the original only hereof, marked Supplements No. 1, and No. 2, respectively, and by this reference make a part hereof.
5. Copies of the Declaration of Deed Restrictions, and the Agreement Concerning Real Property for each well site are attached to the original only hereof, marked Supplements No. 3, and No. 4, and by this reference made a part hereof.

ORDINANCE No.

151097

6. The conveyance of these parcels to Multnomah County at no cost, the Declarations of Deed Restrictions, and the Agreements Concerning Real Property, is recommended by the Administrator of the Bureau of Water Works, and approved by the Commissioner-in-Charge.

NOW, THEREFORE, the Council directs:

- a. The Commissioner-in-Charge and the Auditor are hereby authorized to convey at no cost the land by Deed for Road Purposes described in said Supplements No. 1 and No. 2, and return to Mark Lucas, 1800 S.W. 6th Avenue, Portland, Oregon 97201, for submittal to Multnomah County.
- b. The Commissioner-in-Charge and the Auditor are hereby authorized to sign the Declarations of Deed Restrictions and the Agreements Concerning Real Property as described in Supplements No. 3, and No. 4, and return to Mark Lucas, 1800 S.W. 6th Avenue, Portland, Oregon 97201, for submittal to Multnomah County.

Section 2. The Council declares that an emergency exists because a delay in the conveyance of these parcels and the signing of these agreements may result in additional expense to the City, and will unnecessarily deprive the Bureau of Water Works of the benefits of developing these well sites at an early date; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, **JUN 4 1981**

Mayor Ivancie
M. Lucas:ct
May 27, 1981
BUC 18600374

Attest:


Auditor of the City of Portland