

Grantor's Name and Address:

Patty Giroux
1137 NE 60th Ave
Portland, OR 97213

Multnomah County Official Records
E Murray, Deputy Clerk

2021-182986

12/20/2021 02:43:39 PM

EASE-EASE Pgs=6 Stn=68 ATJN
\$30.00 \$11.00 \$10.00 \$60.00

\$111.00

SLOPE MODIFICATION AND TEMPORARY CONSTRUCTION EASEMENT

Patty Giroux, ("Grantor"), in consideration of the sum of **Two thousand five hundred dollars and no/100 (\$2,500.00)**, 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 slope modification and temporary construction easement ("this Easement") for the purpose of excavating, altering and reestablishing grade, as well as supporting construction activities associated with the NE 60th Avenue and Halsey Street Area Improvements Project, through, under, over and along the following described parcel ("the Parcel"):

The Parcel contains 478 square feet, more or less,
as described on Exhibit A and depicted on Exhibit B attached and incorporated by reference.

IT IS UNDERSTOOD and agreed that:

- A. The NE 60th Avenue and Halsey Street Area Improvements Project will include grading and excavating/filling activity within the Parcel, requiring temporary use of and access over the Parcel, allowing workers and construction equipment to enter upon the Parcel as necessary for the purpose of exercising the rights granted under this Easement to Grantee. This Easement permits Grantee through itself, its agents, contractors, consultants and employees, to enter upon the Parcel and change the grading of the Parcel and to adjust the existing improvements to the grade and to perform any restoration activities to the Parcel as set forth below.
- B. This Easement does not prevent Grantor from making changes to the grade of the Parcel after the termination hereof, subject to all relevant laws and regulations.
- C. The temporary easement herein granted does not convey any right or interest in the Parcel, except as stated herein, or prevent Grantor from the use of the Parcel; provided, however, that Grantor's use shall not be permitted to interfere with the rights granted by this Easement to Grantee.

R/W #9103-35

1N2E31AA-1800

After Recording Return to:

Marty Maloney, City of Portland

1120 SW 5th Avenue, 8th Floor

Portland, OR 97204

Tax Statement shall be sent to: No Change

- D. Grantee shall never be required to alter the slope established by it on the Parcel, nor shall Grantee be subject to any damages to Grantor and Grantor's heirs, successors and assigns, by reason thereof, or by reason of any change of grade of the public way abutting the Parcel.
- E. Grantor covenants and agrees that Grantee shall have the right to excavate, fill, grade and/or alter the real property within and upon the Parcel.
- F. Notwithstanding anything to the contrary contained herein, no provision of this Easement shall be construed to contain a covenant, express or implied, by Grantee to complete the NE 60th Avenue and Halsey Street Area Improvements Project.
- G. This Easement is temporary and granted for original construction for a term of two (2) years, commencing no earlier than February 01, 2022 and terminating no later than January 31, 2024. However, use of the Easement Area shall not exceed a total of three (3) cumulative months during the time this Easement is in effect, and Grantor shall be provided reasonable opportunity to make non-conflicting use of the Easement Area when it is not being used by Grantee.
- H. In the event of project delays, the term of this Easement will automatically extend by the same amount of time as the period of delay, but in no event will it be extended beyond midnight January 31, 2024.
- I. Grantee agrees to provide Grantor with at least seven (7) days' notice prior to commencing work under this Easement.
- J. Grantee agrees that it will make every reasonable effort to minimize construction impacts and will maintain access to Grantor's property to the extent practicable.
- K. Other than the reestablishment of grade where necessary, Grantee will restore the Parcel to a condition that is as good as or better than the condition existing prior to the original construction.
- L. 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 rights herein granted.
- M. This Easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee.
- N. Grantor represents and warrants that Grantor has the authority to grant this Easement, that the Parcel is free from all liens and encumbrances that would materially affect the easement grant, and that Grantor will defend the same to Grantee against the lawful claims and demands of all persons whomsoever.
- O. 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.

- P. Grantor represents that to the best of Grantor's knowledge, after appropriate inquiry under the circumstances, the Parcel is in compliance with all local, State and Federal environmental laws and regulations.
- Q. Grantor represents that Grantor has disclosed all knowledge of any release of hazardous substances onto or from the Parcel and disclosed any known report, investigation, survey or environmental assessment regarding the Parcel. "Release" and "hazardous substance" shall have the meaning as defined under Oregon law.
- R. Grantor warrants that there are no underground storage tanks, as defined under Oregon law, presently on or under the Parcel.
- S. Grantee, by accepting this Easement, is not accepting liability for any preexisting release of hazardous substances onto or from the Parcel, and Grantor is not attempting to convey any such liability.

THIS SECTION IS INTENTIONALLY LEFT BLANK.

EXHIBIT A

**S.E. 60TH AVENUE SIDEWALK
R/W #9103-35
SLOPE MODIFICATION AND TEMPORARY CONSTRUCTION EASEMENT
1N2E31AA TAX LOT 18000**

A portion of that parcel of land conveyed to Patty Giroux, by Personal Representative Deed, recorded in Document No. 2005-240940, Multnomah County Deed Records, situated in the Northeast one-quarter of Section 31, Township 1 North, Range 2 East, of the Willamette Meridian in the City of Portland, County of Multnomah and the State of Oregon, more particularly described as follows:

BEGINNING at the Northeast corner of Lot 20, Block 1, NORMANDALE, also being a point on the West Right of Way line of N.E. 60TH Avenue, 25.00 feet from center line;

Thence, along said right of way line, South 02°06'18" West, a distance of 50.00 feet to the South line of said parcel;

Thence along the South line of said parcel, North 87°53'42" West, a distance of 14.50 feet;

Thence, North 02°06'18" East, a distance of 24.00 feet;

Thence, South 87°53'42" East, a distance of 9.50 feet;

Thence, North 02°06'18" East, a distance of 26.00 feet to the north line of said parcel;

Thence, along the North line of said parcel, South 87°53'42" East, a distance of 5.00 feet to the POINT OF BEGINNING.

Containing 478 square feet, more or less.

Project No. T00773
October 5, 2020

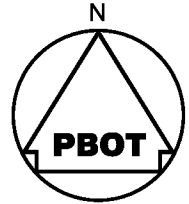
**REGISTERED
PROFESSIONAL
LAND SURVEYOR**



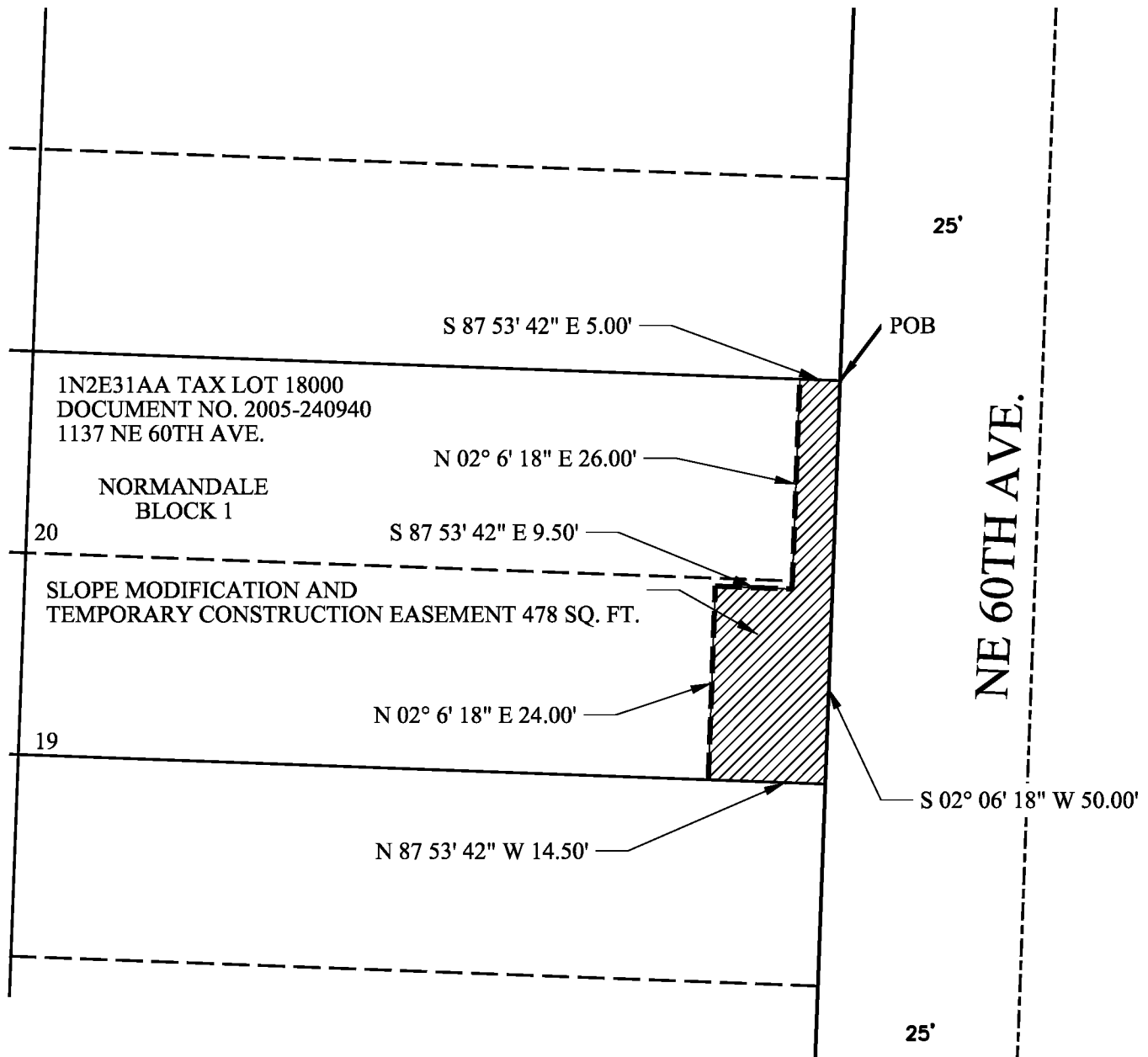
**OREGON
JULY 11, 2006
JON K. BROADWATER
61360**

RENEWS: 12-31-2021

EXHIBIT B



SCALE 1"=20'



R/W# 9103-35

PROJ# T00773

PREPARED BY: JKB

DATE: 10/5/2020

1 ALLIANCE GEOMATICS
9755 SW COMMERCE CIR, STE B4
WILSONVILLE, OREGON 97070
PHONE 503-278-5000

NE 60TH AVENUE SIDEWALK IMPROVEMENTS
SLOPE MODIFICATION AND TEMPORARY CONSTRUCTION EASEMENT
1N2E31AA TAX LOT 18000

PBOT
PORTLAND BUREAU OF TRANSPORTATION