

4426+4438 SW HAMILTON TERR. RS01-102458+466

RS-01-102458

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DEC 03 2001

MICROFILMED

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RIVERLAND HOMES INC.

Tel: 503-452-1588

Fax: 503-293-3471

John (mobile): 503-209-7132

Chris (mobile): 503-209-5437

FACSIMILE COVER PAGE**MESSAGE:**

RE: SEWER PERMITS FOR:

4438 SW HAMILTON TERRACE
IVR #2085190
PERMIT #01-102458-000-004426 SW HAMILTON TERRACE
IVR# 2085198
PERMIT #01-102466-000-00

Voice : 503-452-1588

Misc : FOLLOWING IS THE EASEMENT PERTAINING TO THESE TWO PROPERTIES.

CITY OF PORTLANDTHIS DRAWING AS AMENDED IS APPROVED FOR
CONSTRUCTION. ERRORS AND OMISSIONS EX-
CEPTED. ELECTRICAL AND PLUMBING WORK
NOT INCLUDED

DATE

PER

10/5/01 *M. Ebling*
THESE PLANS AND SPECIFICATIONS SHALL BE
KEPT ON THE WORK UNDER CONSTRUCTION

To: MIKE EBLING

Fax #: 503-823-7693

Company: CITY OF PORTLAND

From: john chlopek

Fax #: 503-293-3471

Tel #: 503-452-1588

Subject:

Sent: 10/5/01 at 3:21:40 PM

Pages: 3 (including cover)

The second party shall have all rights of ingress and egress to and from the real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

The second party agrees to save and hold the first party harmless from any and all claims of third parties arising from the second party's use of the rights herein granted.

The period of this easement shall be _____, always subject, however, to the following specific conditions, restrictions and considerations:

***THIS EASEMENT IS BEING RECORDED TO GRANT A 5 FOOT EASEMENT APPURTANT TO PARCEL 1 ACROSS THE EASTERLY 5 FEET OF PARCEL 2 OF PARTITION PLAT 1999-147, MULTNOMAH COUNTY DEED RECORDS FOR SEWER, STORM AND UTILITIES.**

If this easement is for a right of way over or across the real estate, the center line of the easement is described as follows:

and the second party's right of way shall be parallel with the center line and not more than _____ feet distant from either side thereof.

During the existence of this easement, maintenance of the easement and costs of repair of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, shall be the responsibility of (check one): ☐ the first party; ☐ the second party; ☐ both parties, share and share alike; ☐ both parties, with the first party responsible for _____% and the second party responsible for _____. (If the last alternative is selected, the percentages allocated to each party should total 100.)

During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

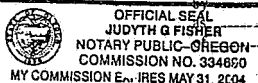
In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on the day and year first written above.

Leon C. Simms

FIRST PARTY

STATE OF OREGON, County of Clatsop ss.
This instrument was acknowledged before me on August 30, 2000
by Leon C. Simms and David D. Orlowski
This instrument was acknowledged before me on _____, 19 ____

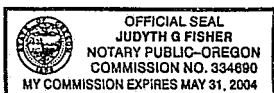


Judyth G. Fisher
Notary Public for Oregon
My commission expires 5-31-04

David D. Orlowski

SECOND PARTY

STATE OF OREGON, County of Clatsop ss.
This instrument was acknowledged before me on August 30, 2000
by Leon C. Simms and David D. Orlowski
This instrument was acknowledged before me on _____, 19 ____
by _____
as _____
of _____



Judyth G. Fisher
Notary Public for Oregon
My commission expires 5-31-04

NS

EASEMENT

Between

JOHN CHLOPEK, AND LEON C. SIMMS

And

After recording, return to (Name, Address, Zip):

LEON C. SIMMS

P.O. BOX 401

LAKE OSWEGO, OR 97034

STATE OF OREGON,

County of _____ } ss.

I certify that the within instrument
 was received for record on the _____ day
 of _____, 19____, at
 _____ o'clock _____ M., and recorded in
 book/reel/volume No. _____ on page _____

Recorded in the County of Multnomah, Ore n

C. Swick, Deputy Clerk

Total : 24.00

2001-158299 10/05/2001 11:51:29am ATMLP

A49	2	REC	SUR	DCR	OLIS
10.00	3.00	10.00	1.00		

THIS AGREEMENT made and entered into this 29th day of AUGUST 29, 2001, XX, by and
 between JOHN D. CHLOPEK AND LEON C. SIMMS
 hereinafter called the first party, and JOHN D. CHLOPEK AND LEON C. SIMMS
 hereinafter called the second party, WITNESSETH:

WHEREAS: The first party is the record owner of the following described real property in MULTNOMAH
 County, State of Oregon, to-wit:

PARCEL 1 OF PARTITION PLAT 1999-147, MULTNOMAH COUNTY, OREGON

and has the unrestricted right to grant the easement hereinafter described relative to the real estate.

NOW, THEREFORE, in view of the premises and in consideration of \$ NONE by the second party to the
 first party paid, the receipt of which is acknowledged by the first party, it is agreed:

The first party hereby grants, assigns and sets over to the second party an easement, to-wit:

THE EASTERLY 5 FEET OF PARCEL 2 PARTITION PLAT 1999-147, MULTNOMAH COUNTY, OREGON

(Insert a full description of the nature and type of easement granted by the first party to the second party.)

(OVER)