

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 2016-102

Approving the Acquisition of Certain Real Property Interests for the NE Arata Road Project.

**The Multnomah County Board of Commissioners Finds:**

- a. By Resolutions No. 2014-140 and 2016-016, this Board authorized the Department of Community Services Transportation Division (Transportation) to begin negotiations to acquire certain real property interests necessary for a road improvement project along NE Arata Road in the Cities of Wood Village and Fairview (the Project).
- b. Transportation has reached proposed settlements with several abutting property owners, whose property were identified in Resolutions No. 2014-140 and 2016-016 to acquire certain Easements necessary for the Project.
- c. Attached as Exhibit 1 are copies of the original fully signed and acknowledged Easements which have been signed and accepted by the County Engineer as well.
- d. These Easements are necessary for the Project, and it is in the best interest of the public and Multnomah County to approve the acquisition of these property interests.

**The Multnomah County Board of Commissioners Resolves:**

1. The Board approves the acquisition of these necessary Easements, copies of which are attached as Exhibit 1, and the County Engineer's acceptance of said Easements is hereby ratified and Transportation is directed to record said Easements.

**ADOPTED this 13th day of October, 2016.**



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

*Deborah Kafoury*

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Deborah Kafoury, Chair

REVIEWED:  
JENNY M. MADKOUR, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By *Courtney Lords*  
Courtney Lords, Assistant County Attorney

SUBMITTED BY: Kim Peoples, Director, Department of Community Services.

# Exhibit 1

**Grantor:**

John Charles Miner  
Janice Louise Miner  
22969 NE Arata Road  
Wood Village, OR 97060-2610

**After recording return to:**

Grantee: Multnomah County; attn: Patrick Hinds  
Land Use & Transportation Division, Bldg. #425

NE Arata Rd.  
County Road No. 730  
Item No. 2015-18-02A

## TEMPORARY EASEMENT

John Charles Miner and Janice Louise Miner, as tenants by the entirety, "**Grantor**", grants to **MULTNOMAH COUNTY**, a Political Subdivision of the State of Oregon, "**Grantee**", Parcels 1 & 2, temporary easements (Beginning on August 1, 2016 and expiring on August 31, 2018) for the purpose of accessing, laying down, installing, constructing, reconstructing, operating, inspecting, monitoring, and maintaining a driveway, installations and appurtenances (hereinafter "the Work") through, under, across, over and along the following described real property:

### See the attached Exhibit A.

Grantor represents and warrants that Grantor has the authority to grant this temporary easement of the property described in Exhibit A (the "Property"). During the easement term, Grantor shall not grant or allow any uses or activities in the Property, which would interfere with the Grantee's use of the Property and the temporary easement as provided herein.

Grantor represents that to the best of Grantor's knowledge, after appropriate inquiry under the circumstances:

1. The Property is in compliance with all local, State and Federal environmental laws and regulations.
2. Grantor has disclosed all information relating to any release of hazardous substances onto or from the Property, and disclosed any known report, investigation, survey or environmental assessment regarding Property; "release" and "hazardous substance" shall have the meaning as defined under Oregon law.
3. That there are no underground storage tanks, as defined under Oregon law, presently on or under the Property.
4. This grant is free of encumbrances except Conditions, Restrictions, Restrictive Covenants, and Easements of Record if any.

Grantee, by accepting this easement, is not accepting liability for any preexisting release of hazardous substances onto or from the Property, and Grantor is not attempting to convey any such liability.

During the easement term, Grantee or Grantee's contractor shall not be responsible for the repair or replacement of any damage to the driveway, installations and appurtenances on the Property, (collectively referred to herein as "the Improvements").

All Work performed or caused to be performed by Grantee in the easement area shall be constructed and installed in compliance with the Oregon Department of Transportation's "Oregon Standard Specifications for Construction", 2015 edition ("ODOT Specifications"); specifically the Work shall be performed in compliance with the applicable sections within Parts 00300, 00400, 00600 and 00700 of said ODOT Specifications or as said applicable sections have been modified or supplemented by Grantee by contract for the purposes of the Road Project, including the Work in said easement area.

On August 31, 2018 at 12 AM, Parcels 1 & 2, temporary easements, shall expire and Grantors shall take full possession and ownership of the Improvements; and shall be responsible for the repair, maintenance and replacement of said Improvements from that expiration date forward; and Grantee shall be relieved of any further responsibility or liability arising from or relating to said Improvements or the Work.

The true consideration paid for this grant stated in terms of dollars is \$1,433.00.

Dated this 19 day of August, 2016

John Charles Miner  
John Charles Miner

Janice Louise Miner  
Janice Louise Miner

STATE OF OREGON            )  
  ) ss  
County of Multnomah        )

This record was acknowledged before me on August 19, 2016, by John Charles Miner and Janice Louise Miner, as tenants by the entirety.



Anna Maria Michalski  
Notary Public for Oregon  
My Commission Expires: January 23, 2018

The described property is accepted for use in conjunction with NE Arata Road, County Road No. 730, on behalf of the Board of County Commissioners of Multnomah County, Oregon, pursuant to Ordinance No. 619 and Executive Order No. 199.

Dated this 6<sup>TH</sup> day of SEPTEMBER, 2016

By Ian B. Cannon  
Ian B. Cannon, P.E., County Engineer  
for Multnomah County, Oregon

REVIEWED:  
By Jenny M. Madkour, County Attorney  
For Multnomah County, Oregon

By: Courtney Lords  
Assistant County Attorney

Exhibit A

NE Arata Rd.  
County Road No. 730  
Item No. 2015-18-02A

Parcel 1: Temporary Construction Easement

A portion Parcel 1, Partition Plat No. 2008-027, Multnomah County Plat Records, situated in the Southwest One-quarter of Section 27, Township 1 North, Range 3 East, W.M., City of Wood Village, Multnomah County, Oregon, more particularly described as follows:

Commencing at the centerline intersection of NE 223rd Ave., County Road No. 667 with NE Arata Road, County Road No. 730; thence S88°22'39"E, along the centerline of said NE Arata Road, a distance of 1777.53 feet; thence N01°37'21"E, a distance of 30.00 feet to the North right-of-way line of said NE Arata Road and the point of beginning of the herein described tract of land; thence N01°37'21"E, a distance of 10.00 feet; thence N88°22'39"W, parallel with the centerline of said NE Arata Road, a distance of 20.5 feet more or less to the West line of said Parcel 1; thence southerly, along said West line, a distance of 10.00 feet to the North right-of-way line of said NE Arata Road; thence S88°22'39"E, along said North-right-of-way line a distance of 20.5 feet more or less to the point of beginning.

Containing 205 square feet more or less.

Parcel 2: Temporary Construction Easement

A portion Parcel 1, Partition Plat No. 2008-027, Multnomah County Plat Records, situated in the Southwest One-quarter of Section 27, Township 1 North, Range 3 East, W.M., City of Wood Village, Multnomah County, Oregon, more particularly described as follows:

That portion of said Parcel 1 that lies southerly of a line that is 45.00 feet northerly of and parallel with the centerline of NE Arata Road, County Road No. 730 and easterly of a line that is 29.00 feet westerly of and parallel with the East line of said Parcel 1.

Containing 435 square feet more or less.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*JSC* 8-2-16

OREGON  
JUNE 30, 1997  
JAMES S. CLAYTON  
2832

RENEWAL DATE: 1-1-20

## Exhibit A

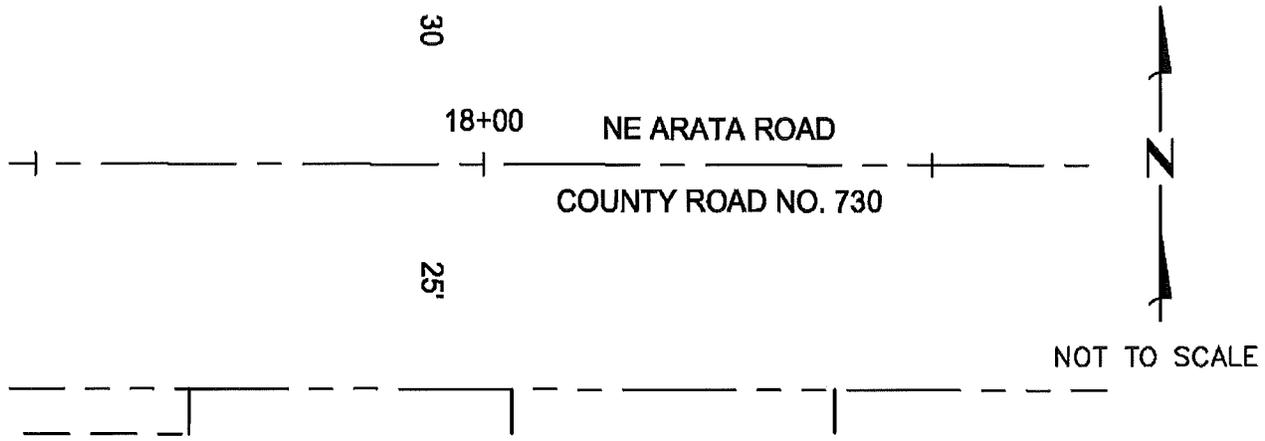
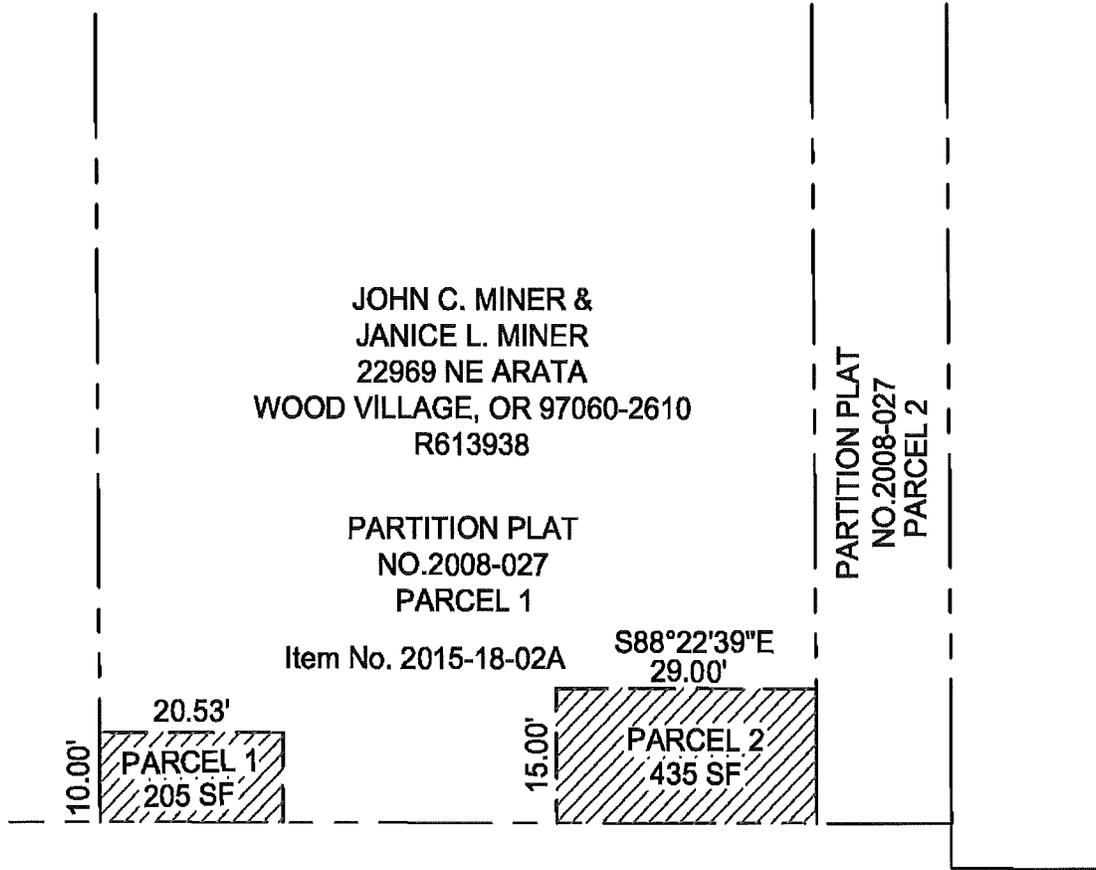
NE Arata Rd.  
County Road No. 730  
Item No. 2015-18-02A

This legal description along with the basis of bearings thereof, was prepared based on that Survey recorded as Survey Number 64013, Multnomah County Survey Records.

As shown on the attached EXHIBIT MAP, herein made a part of this document. In the event of a conflict or discrepancy between the map as shown on the EXHIBIT MAP and the written legal description, the written legal description shall prevail.

EXHIBIT MAP

NE Arata Rd.  
County Road No. 730  
Item No. 2015-18-02A



 TEMPORARY CONSTRUCTION EASEMENT



MULTNOMAH COUNTY  
DEPARTMENT OF COMMUNITY SERVICES  
LAND USE AND TRANSPORTATION PROGRAM  
1620 S.E. 190th AVE. PORTLAND, ORE. 97233-5999

**Grantor:**  
John Charles Miner  
Janice Louise Miner  
22969 NE Arata Road  
Wood Village, OR 97060-2610

**After recording return to:**

Grantee: Multnomah County; attn: Patrick Hinds  
Land Use & Transportation Division, Bldg. #425

NE Arata Rd.  
County Road No. 730  
Item No. 2015-18-02B

### TEMPORARY EASEMENT

John Charles Miner and Janice Louise Miner, Trustees under the Miner Family Trust dated September 16, 2010, "Grantor", grants to **MULTNOMAH COUNTY**, a Political Subdivision of the State of Oregon, "Grantee", a temporary easement (Beginning on August 1, 2016 and expiring on August 31, 2018) for the purpose of accessing, laying down, installing, constructing, reconstructing, operating, inspecting, monitoring, and maintaining a driveway, installations and appurtenances (hereinafter "the Work") through, under, across, over and along the following described real property:

#### See the attached Exhibit A.

Grantor represents and warrants that Grantor has the authority to grant this temporary easement of the property described in Exhibit A (the "Property"). During the easement term, Grantor shall not grant or allow any uses or activities in the Property, which would interfere with the Grantee's use of the Property and the temporary easement as provided herein.

Grantor represents that to the best of Grantor's knowledge, after appropriate inquiry under the circumstances:

1. The Property is in compliance with all local, State and Federal environmental laws and regulations.
2. Grantor has disclosed all information relating to any release of hazardous substances onto or from the Property, and disclosed any known report, investigation, survey or environmental assessment regarding Property; "release" and "hazardous substance" shall have the meaning as defined under Oregon law.
3. That there are no underground storage tanks, as defined under Oregon law, presently on or under the Property.
4. This grant is free of encumbrances except Conditions, Restrictions, Restrictive Covenants, and Easements of Record if any.

Grantee, by accepting this easement, is not accepting liability for any preexisting release of hazardous substances onto or from the Property, and Grantor is not attempting to convey any such liability.

During the easement term, Grantee or Grantee's contractor shall not be responsible for the repair or replacement of any damage to the driveway, installations and appurtenances on the Property, (collectively referred to herein as "the Improvements").

All Work performed or caused to be performed by Grantee in the easement area shall be constructed and installed in compliance with the Oregon Department of Transportation's "Oregon Standard Specifications for Construction", 2015 edition ("ODOT Specifications"); specifically the Work shall be performed in compliance with the applicable sections within Parts 00300, 00400, 00600 and 00700 of said ODOT Specifications or as said applicable sections have been modified or supplemented by Grantee by contract for the purposes of the Road Project, including the Work in said easement area.

On August 31, 2018 at 12 AM, this temporary easement shall expire and Grantors shall take full possession and ownership of the Improvements; and shall be responsible for the repair, maintenance and replacement of said Improvements from that expiration date forward; and Grantee shall be relieved of any further responsibility or liability arising from or relating to said Improvements or the Work.

The true consideration paid for this grant stated in terms of dollars is \$367.00.

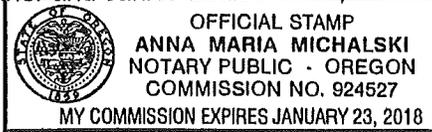
Dated this 19 day of August, 2016

John Charles Miner  
John Charles Miner, trustee

Janice Louise Miner  
Janice Louise Miner, trustee

STATE OF OREGON     )  
  ) ss  
County of Multnomah    )

This record was acknowledged before me on August 19, 2016, by John Charles Miner and Janice Louise Miner, Trustees under the Miner Family Trust dated September 16, 2010.



Lana Gloriana Lichefski  
Notary Public for Oregon  
My Commission Expires: January 23, 2018

The described property is accepted for use in conjunction with NE Arata Road, County Road No. 730, on behalf of the Board of County Commissioners of Multnomah County, Oregon, pursuant to Ordinance No. 619 and Executive Order No. 199.

Dated this 6<sup>th</sup> day of SEPTEMBER, 2016

By Ian B. Cannon  
Ian B. Cannon, P.E., County Engineer  
for Multnomah County, Oregon

REVIEWED:  
By Jenny M. Madkour, County Attorney  
For Multnomah County, Oregon

By: Courtney Lardo  
Assistant County Attorney

Exhibit A

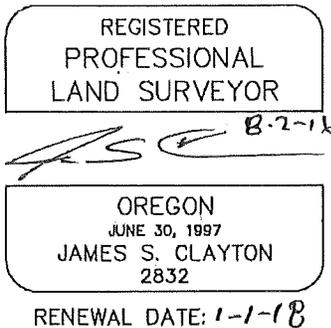
NE Arata Rd.  
County Road No. 730  
Item No. 2015-18-02B

Temporary Construction Easement

A portion Parcel 2, Partition Plat No. 2008-027, Multnomah County Plat Records, situated in the Southwest One-quarter of Section 27, Township 1 North, Range 3 East, W.M., City of Wood Village, Multnomah County, Oregon, more particularly described as follows:

That portion of said Parcel 2 that lies southerly of a line that is 45.00 feet northerly of and parallel with the centerline of NE Arata Road, County Road No. 730.

Containing 225 square feet more or less.



This legal description along with the basis of bearings thereof, was prepared based on that Survey recorded as Survey Number 64013, Multnomah County Survey Records.

As shown on the attached EXHIBIT MAP, herein made a part of this document. In the event of a conflict or discrepancy between the map as shown on the EXHIBIT MAP and the written legal description, the written legal description shall prevail.

EXHIBIT MAP

NE Arata Rd.  
County Road No. 730  
Item No. 2015-18-02B

JOHN C. MINER &  
JANICE L. MINER  
TRUSTEES OF THE MINER FAMILY TRUST  
22969 NE ARATA  
WOOD VILLAGE, OR 97060-2610  
R613940

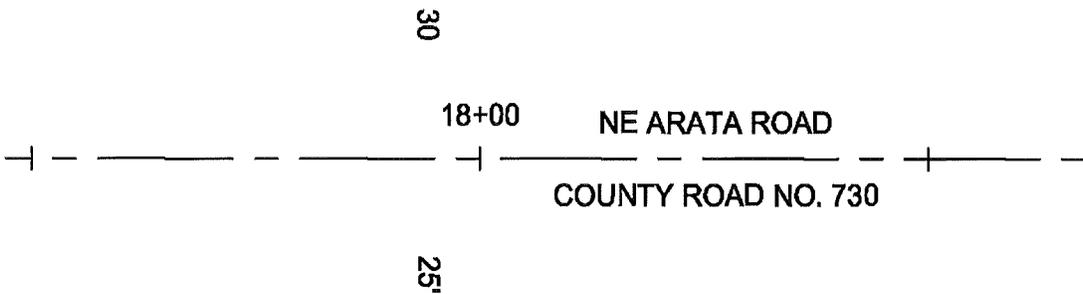
PARTITION PLAT  
NO.2008-027  
PARCEL 1

PARTITION PLAT  
NO.2008-027  
PARCEL 2

S88°22'39"E  
15.00'

Item No. 2015-18-02B

225 SF



NOT TO SCALE



TEMPORARY CONSTRUCTION EASEMENT



MULTNOMAH COUNTY  
DEPARTMENT OF COMMUNITY SERVICES  
LAND USE AND TRANSPORTATION PROGRAM  
1620 S.E. 190th AVE. PORTLAND, ORE. 97233-5999

**Grantor:**  
Ukrainian Bible Church  
%Ilya Globak  
PO Box 1918  
Fairview, OR 97024

NE Arata Rd.  
County Road No. 730  
Item No. 2015-22

**After recording return to:**

Grantee: Multnomah County; attn: Patrick Hinds  
Land Use & Transportation Division, Bldg. #425

### TEMPORARY EASEMENT

Ukrainian Bible Church, an Oregon non-profit corporation, "**Grantor**", grants to **MULTNOMAH COUNTY**, a Political Subdivision of the State of Oregon, "**Grantee**", a temporary easement, (Beginning on March 1, 2016 and expiring on August 31, 2018) for the purpose of accessing, laying down, installing, constructing, reconstructing, operating, inspecting, monitoring, and maintaining a driveway, installations and appurtenances (hereinafter "the Work") through, under, across, over and along the following described real property:

**See the attached Exhibit A.**

Grantor represents and warrants that Grantor has the authority to grant this temporary easement of the property described in Exhibit A (the "Property"). During the easement term, Grantor shall not grant or allow any uses or activities in the Property, which would interfere with the Grantee's use of the Property and the temporary easement as provided herein.

Grantor represents that to the best of Grantor's knowledge, after appropriate inquiry under the circumstances:

1. The Property is in compliance with all local, State and Federal environmental laws and regulations.
2. Grantor has disclosed all information relating to any release of hazardous substances onto or from the Property, and disclosed any known report, investigation, survey or environmental assessment regarding Property; "release" and "hazardous substance" shall have the meaning as defined under Oregon law.
3. That there are no underground storage tanks, as defined under Oregon law, presently on or under the Property.
4. This grant is free of encumbrances except Conditions, Restrictions, Restrictive Covenants, and Easements of Record if any.

Grantee, by accepting this easement, is not accepting liability for any preexisting release of hazardous substances onto or from the Property, and Grantor is not attempting to convey any such liability.

During the easement term, Grantee or Grantee's contractor shall not be responsible for the repair or replacement of any damage to the driveway, installations and appurtenances on the Property, (collectively referred to herein as "the Improvements").

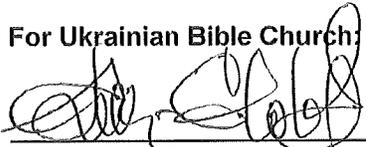
All Work performed or caused to be performed by Grantee in the easement area shall be constructed and installed in compliance with the Oregon Department of Transportation's "Oregon Standard Specifications for Construction", 2015 edition ("ODOT Specifications"); specifically the Work shall be performed in compliance with the applicable sections within Parts 00300, 00400, 00600 and 00700 of said ODOT Specifications or as said applicable sections have been modified or supplemented by Grantee by contract for the purposes of the Road Project, including the Work in said easement area.

On August 31, 2018 at 12 AM, this temporary easement shall expire and Grantors shall take full possession and ownership of the Improvements; and shall be responsible for the repair, maintenance and replacement of said Improvements from that expiration date forward; and Grantee shall be relieved of any further responsibility or liability arising from or relating to said Improvements or the Work.

The true consideration paid for this grant stated in terms of dollars is \$750.00.

Dated this 31<sup>st</sup> day of July, 2016

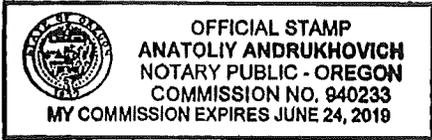
For Ukrainian Bible Church:

  
\_\_\_\_\_  
Ilya Globak, President

  
\_\_\_\_\_  
Anatoliy Goncharuk, Secretary

STATE OF OREGON            )  
  ) ss  
County of Multnomah        )

This instrument was acknowledged before me on July 31<sup>st</sup>, 2016, by Ilya Globak, President and Anatoliy Goncharuk, Secretary of Ukrainian Bible Church, an Oregon non-profit corporation.



  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: June 24, 2019

The described property is accepted for use in conjunction with NE Arata Road, County Road No. 730, on behalf of the Board of County Commissioners of Multnomah County, Oregon, pursuant to Ordinance No. 619 and Executive Order No. 199.

Dated this 6<sup>th</sup> day of September, 2016

By   
\_\_\_\_\_  
Ian B. Cannon, P.E., County Engineer  
for Multnomah County, Oregon

REVIEWED:  
By Jenny M. Madkour, County Attorney  
For Multnomah County, Oregon

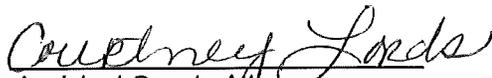
By:   
\_\_\_\_\_  
Assistant County Attorney

Exhibit A

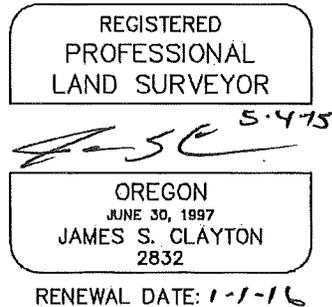
NE Arata Rd.  
County Road No. 730  
Item No. 2015-22

Temporary Construction Easement

A portion of that tract of land described in Special Warranty Deed-Statutory Form to Ukrainian Bible Church, an Oregon non-profit corporation, recorded as Document No. 2004-169272, Multnomah County Deed Records, situated in the Southwest One-quarter of Section 27, Township 1 North, Range 3 East, W.M., City of Fairview, Multnomah County, Oregon, more particularly described as follows:

Commencing at the centerline intersection of NE 223rd Ave., County Road No. 667 with NE Arata Road, County Road No. 730; thence S88°22'39"E, along the centerline of said NE Arata Road, a distance of 1201.80 feet; thence N01°37'21"E, a distance of 25.00 feet to the North right-of-way line of said NE Arata Road and the point of beginning of the herein described tract of land; thence N27°14'16"E, a distance of 10.97 feet; thence N76°30'05"E, a distance of 30.76 feet; thence S25°18'48"E, a distance of 20.10 feet to said North right-of-way line; thence N88°22'39"W, along said North right-of-way line a distance of 43.55 feet to the point of beginning.

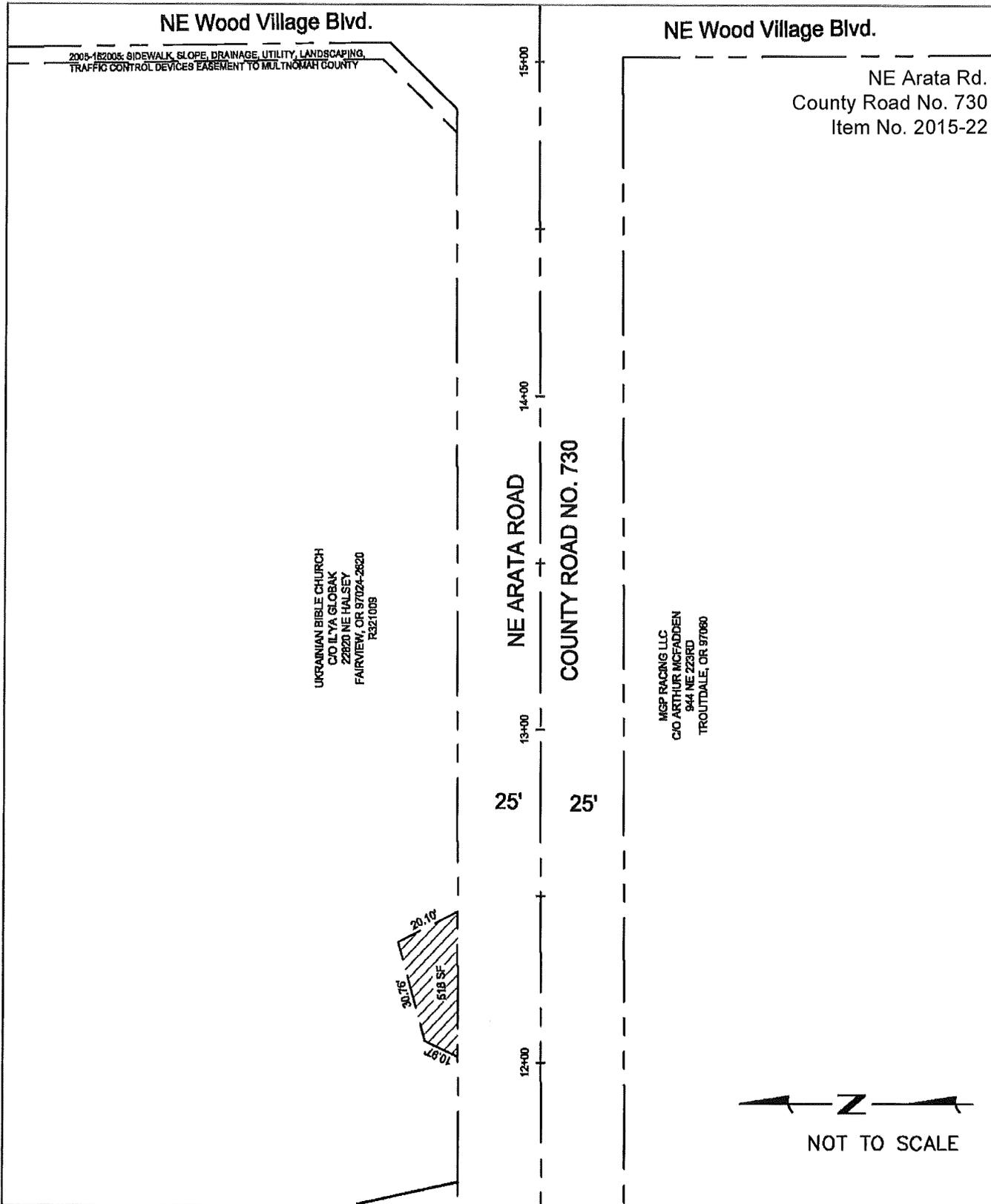
Containing 518 square feet more or less.



This legal description along with the basis of bearings thereof, was prepared based on that Survey recorded as Survey Number 64013, Multnomah County Survey Records.

As shown on the attached EXHIBIT MAP, herein made a part of this document. In the event of a conflict or discrepancy between the map as shown on the EXHIBIT MAP and the written legal description, the written legal description shall prevail.

EXHIBIT MAP



 TEMPORARY CONSTRUCTION EASEMENT



MULTNOMAH COUNTY  
DEPARTMENT OF COMMUNITY SERVICES  
LAND USE AND TRANSPORTATION PROGRAM  
1620 S.E. 190th AVE. PORTLAND, ORE. 97233-5999

original

**Grantor:**  
Patrick W. Cousins  
Jan M. Cousins  
23729 NE Arata Rd.  
Wood Village, OR 97060-2821

NE Arata Rd.  
County Road No. 730  
Item No. 2015-05-02

**After recording return to:**  
Grantee: Multnomah County; attn: Patrick Hinds  
Land Use & Transportation Division, Bldg. #425

**TEMPORARY EASEMENT**

Patrick W. Cousins and Jan M. Cousins, "Grantor", grants to **MULTNOMAH COUNTY**, a Political Subdivision of the State of Oregon, "Grantee", a temporary easement (Beginning on August 1, 2016 and expiring on August 31, 2018) for the purpose of accessing, laying down, installing, constructing, reconstructing, operating, inspecting, monitoring, and maintaining a driveway, installations and appurtenances (hereinafter "the Work") through, under, across, over and along the following described real property:

**See the attached Exhibit A.**

Grantor represents and warrants that Grantor has the authority to grant this temporary easement of the property described in Exhibit A (the "Property"). During the easement term, Grantor shall not grant or allow any uses or activities in the Property, which would interfere with the Grantee's use of the Property and the temporary easement as provided herein.

Grantor represents that to the best of Grantor's knowledge, after appropriate inquiry under the circumstances:

1. The Property is in compliance with all local, State and Federal environmental laws and regulations.
2. Grantor has disclosed all information relating to any release of hazardous substances onto or from the Property, and disclosed any known report, investigation, survey or environmental assessment regarding Property; "release" and "hazardous substance" shall have the meaning as defined under Oregon law.
3. That there are no underground storage tanks, as defined under Oregon law, presently on or under the Property.
4. This grant is free of encumbrances except Conditions, Restrictions, Restrictive Covenants, and Easements of Record if any.

Grantee, by accepting this easement, is not accepting liability for any preexisting release of hazardous substances onto or from the Property, and Grantor is not attempting to convey any such liability.

During the easement term, Grantee or Grantee's contractor shall not be responsible for the repair or replacement of any damage to the driveway, installations and appurtenances on the Property, (collectively referred to herein as "the Improvements").

All Work performed or caused to be performed by Grantee in the easement area shall be constructed and installed in compliance with the Oregon Department of Transportation's "Oregon Standard Specifications for Construction", 2015 edition ("ODOT Specifications"); specifically the Work shall be performed in compliance with the applicable sections within Parts 00300, 00400, 00600 and 00700 of said ODOT Specifications or as said applicable sections have been modified or supplemented by Grantee by contract for the purposes of the Road Project, including the Work in said easement area.

On August 31, 2018 at 12 AM, this temporary easement shall expire and Grantors shall take full possession and ownership of the Improvements; and shall be responsible for the repair, maintenance and replacement of said Improvements from that expiration date forward; and Grantee shall be relieved of any further responsibility or liability arising from or relating to said Improvements or the Work.

The true consideration paid for this grant stated in terms of dollars is \$1,000.00.

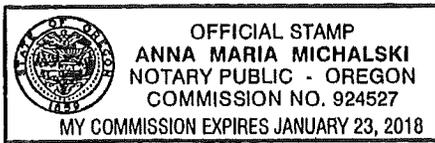
Dated this 19<sup>th</sup> day of August, 2016

Patrick W. Cousins  
Patrick W. Cousins

Jan M. Cousins  
Jan M. Cousins

STATE OF OREGON        )  
  ) ss  
County of Multnomah    )

This record was acknowledged before me on August 19, 2016, by Patrick W. Cousins and Jan M. Cousins.



Anna Maria Michalski  
Notary Public for Oregon  
My Commission Expires: January 23, 2018

The described property is accepted for use in conjunction with NE Arata Road, County Road No. 730, on behalf of the Board of County Commissioners of Multnomah County, Oregon, pursuant to Ordinance No. 619 and Executive Order No. 199.

Dated this 6<sup>th</sup> day of SEPTEMBER, 2016

By Ian B. Cannon  
Ian B. Cannon, P.E., County Engineer  
for Multnomah County, Oregon

REVIEWED:  
By Jenny M. Madkour, County Attorney  
For Multnomah County, Oregon

By: Courtney Jordan  
Assistant County Attorney

Exhibit A

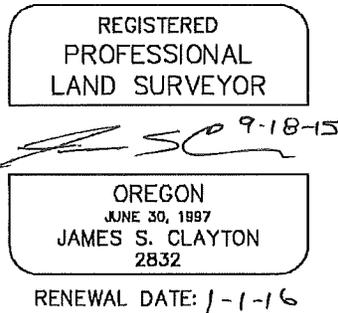
NE Arata Rd.  
County Road No. 730  
Item No. 2015-05-02

Temporary Construction Easement

A portion of Lot 10, Block 2, Wood Village, Multnomah County Plat Records, situated in the Southeast One-quarter of Section 27, Township 1 North, Range 3 East, W.M., City of Wood Village, Multnomah County, Oregon, more particularly described as follows:

That portion of said Lot 10 that lies southerly of a line that is 40.00 feet northerly of, when measured at right angles to, and parallel with the centerline of NE Arata Rd., County Road No. 730.

Containing 742 square feet more or less.



This legal description along with the basis of bearings thereof, was prepared based on that Survey recorded as Survey Number 64013, Multnomah County Survey Records.

As shown on the attached EXHIBIT MAP, herein made a part of this document. In the event of a conflict or discrepancy between the map as shown on the EXHIBIT MAP and the written legal description, the written legal description shall prevail.

EXHIBIT MAP

NE Arata Rd.  
County Road No. 730  
Item No. 2015-05-02



NOT TO SCALE

WOOD VILLAGE

LOT 10  
PATRICK W. COUSINS &  
JAN M. COUSINS  
23729 NE ARATA RD.  
TROUTDALE, OR 97060-2821  
R310860

NE 238th Drive

30'

10.00'

742 SF

30'

38+00

NE ARATA ROAD

38+77.92

COUNTY ROAD NO. 730

30'

40'



TEMPORARY CONSTRUCTION EASEMENT



MULTNOMAH COUNTY  
DEPARTMENT OF COMMUNITY SERVICES  
LAND USE AND TRANSPORTATION PROGRAM  
1620 S.E. 190th AVE. PORTLAND, ORE. 97233-5999

Grantor:  
James Edward Birdsell  
Ze Jain Huang  
9315 SE Bell Ave.  
Milwaukie, OR 97222-2523  
After recording return to:  
Grantee: Multnomah County; attn: Patrick Hinds  
Land Use & Transportation Division, Bldg. #425

NE Arata Rd.  
County Road No. 730  
Item No. 2015-26

### TEMPORARY EASEMENT

James Edward Birdsell and Ze Jain Huang, as husband and wife, "**Grantor**", grants to **MULTNOMAH COUNTY**, a Political Subdivision of the State of Oregon, "**Grantee**", a temporary easement (Beginning on August 1, 2016 and expiring on August 31, 2018) for the purpose of accessing, laying down, installing, constructing, reconstructing, operating, inspecting, monitoring, and maintaining a driveway, installations and appurtenances (hereinafter "the Work") through, under, across, over and along the following described real property:

**See the attached Exhibit A.**

Grantor represents and warrants that Grantor has the authority to grant this temporary easement of the property described in Exhibit A (the "Property"). During the easement term, Grantor shall not grant or allow any uses or activities in the Property, which would interfere with the Grantee's use of the Property and the temporary easement as provided herein.

Grantor represents that to the best of Grantor's knowledge, after appropriate inquiry under the circumstances:

1. The Property is in compliance with all local, State and Federal environmental laws and regulations.
2. Grantor has disclosed all information relating to any release of hazardous substances onto or from the Property, and disclosed any known report, investigation, survey or environmental assessment regarding Property; "release" and "hazardous substance" shall have the meaning as defined under Oregon law.
3. That there are no underground storage tanks, as defined under Oregon law, presently on or under the Property.
4. This grant is free of encumbrances except Conditions, Restrictions, Restrictive Covenants, and Easements of Record if any.

Grantee, by accepting this easement, is not accepting liability for any preexisting release of hazardous substances onto or from the Property, and Grantor is not attempting to convey any such liability.

During the easement term, Grantee or Grantee's contractor shall not be responsible for the repair or replacement of any damage to the driveway, installations and appurtenances on the Property, (collectively referred to herein as "the Improvements").

All Work performed or caused to be performed by Grantee in the easement area shall be constructed and installed in compliance with the Oregon Department of Transportation's "Oregon Standard Specifications for Construction", 2015 edition ("ODOT Specifications"); specifically the Work shall be performed in compliance with the applicable sections within Parts 00300, 00400, 00600 and 00700 of said ODOT Specifications or as said applicable sections have been modified or supplemented by Grantee by contract for the purposes of the Road Project, including the Work in said easement area.

On August 31, 2018 at 12 AM, this temporary easement shall expire and Grantors shall take full possession and ownership of the Improvements; and shall be responsible for the repair, maintenance and replacement of said Improvements from that expiration date forward; and Grantee shall be relieved of any further responsibility or liability arising from or relating to said Improvements or the Work.

The true consideration paid for this grant stated in terms of dollars is ~~\$350.00~~ <sup>850.00</sup> *[Signature]*  
Dated this 11 day of July, 2016

*[Signature]*  
James Edward Birdsell

\_\_\_\_\_  
Ze Jain Huang

STATE OF OREGON            )  
  ) ss  
County of Multnomah        )

This record was acknowledged before me on July 11, 2016, 2016, by James Edward Birdsell and Ze Jain Huang.



*[Signature]*  
Notary Public for Oregon  
My Commission Expires: January 23, 2018

The described property is accepted for use in conjunction with NE Arata Road, County Road No. 730, on behalf of the Board of County Commissioners of Multnomah County, Oregon, pursuant to Ordinance No. 619 and Executive Order No. 199.

Dated this 6<sup>th</sup> day of SEPTEMBER, 2016

By *[Signature]*  
Ian B. Cannon, P.E., County Engineer  
for Multnomah County, Oregon

REVIEWED:  
By Jenny M. Madkour, County Attorney  
For Multnomah County, Oregon

By: *[Signature]*  
Assistant County Attorney

Temporary Construction Easement

A portion of that tract of land described in Bargain and Sale Deed to James Edward Birdsell and Ze Jian Huang, as husband and wife, recorded as Document No. 2007-055598, Multnomah County Deed Records, situated in the Southwest One-quarter of Section 27, Township 1 North, Range 3 East, W.M., City of Fairview, Multnomah County, Oregon, more particularly described as follows:

Commencing at the centerline intersection of NE 223rd Ave., County Road No. 667 with NE Arata Road, County Road No. 730; thence S88°22'39"E, along the centerline of said NE Arata Road, a distance of 341.37 feet; thence N01°37'21"E, a distance of 25.00 feet to the North right-of-way line of said NE Arata Road and the point of beginning of the herein described tract of land; thence N01°37'21"E, a distance of 23.00 feet; thence S88°22'39"E, parallel with said NE Arata Road centerline, a distance of 26.00 feet; thence S01°37'21"W, a distance of 23.00 feet to said North right-of-way line; thence N88°22'39"W, along said North-right-of-way line a distance of 26.00 feet to the point of beginning.

Containing 598 square feet more or less.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*JSC* 5-4-15

OREGON  
JUNE 30, 1997  
JAMES S. CLAYTON  
2832

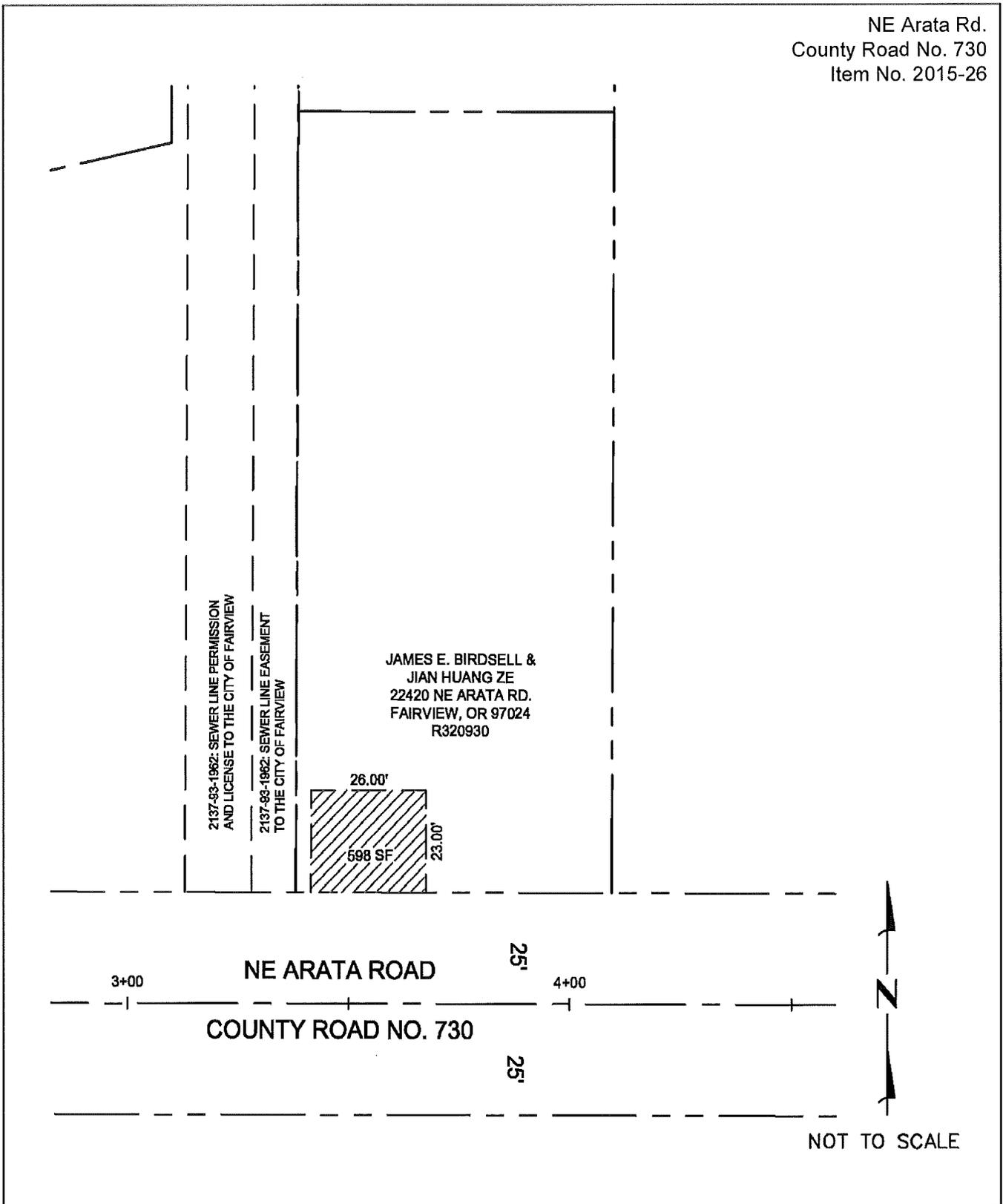
RENEWAL DATE: 1-1-16

This legal description along with the basis of bearings thereof, was prepared based on that Survey recorded as Survey Number 64013, Multnomah County Survey Records.

As shown on the attached EXHIBIT MAP, herein made a part of this document. In the event of a conflict or discrepancy between the map as shown on the EXHIBIT MAP and the written legal description, the written legal description shall prevail.

EXHIBIT MAP

NE Arata Rd.  
County Road No. 730  
Item No. 2015-26



TEMPORARY CONSTRUCTION EASEMENT



MULTNOMAH COUNTY  
DEPARTMENT OF COMMUNITY SERVICES  
LAND USE AND TRANSPORTATION PROGRAM  
1620 S.E. 190th AVE. PORTLAND, ORE. 97233-5999

**Grantor:**  
East Village Condominium Association  
c/o Kent W. Koenig  
23123 NE Arata Rd.  
Troutdale, OR 97060  
**After recording return to:**  
Grantee: Multnomah County; attn: Patrick Hinds  
Land Use & Transportation Division, Bldg. #425

NE Arata Rd.  
County Road No. 730  
Item No. 2015-14

## TEMPORARY EASEMENT

East Village Condominium Association, an active Oregon non-profit corporation, which acquired title as The Association of Unit Owners of East Village Condominium, also known as Unit Owners of East Village Condominium, "**Grantor**", grants to **MULTNOMAH COUNTY**, a Political Subdivision of the State of Oregon, "**Grantee**", a temporary easement (**Beginning on August 1, 2016 and expiring on August 31, 2018**) for the purpose of accessing, laying down, installing, constructing, reconstructing, operating, inspecting, monitoring, and maintaining a driveway, installations and appurtenances (hereinafter "the Work") through, under, across, over and along the following described real property:

### See the attached Exhibit A.

Grantor represents and warrants that Grantor has the authority to grant this temporary easement of the property described in Exhibit A (the "Property"). During the easement term, Grantor shall not grant or allow any uses or activities in the Property, which would interfere with the Grantee's use of the Property and the temporary easement as provided herein.

Grantor represents that to the best of Grantor's knowledge, after appropriate inquiry under the circumstances:

1. The Property is in compliance with all local, State and Federal environmental laws and regulations.
2. Grantor has disclosed all information relating to any release of hazardous substances onto or from the Property, and disclosed any known report, investigation, survey or environmental assessment regarding Property; "release" and "hazardous substance" shall have the meaning as defined under Oregon law.
3. That there are no underground storage tanks, as defined under Oregon law, presently on or under the Property.
4. This grant is free of encumbrances except Conditions, Restrictions, Restrictive Covenants, and Easements of Record if any.

Grantee, by accepting this easement, is not accepting liability for any preexisting release of hazardous substances onto or from the Property, and Grantor is not attempting to convey any such liability.

During the easement term, Grantee or Grantee's contractor shall not be responsible for the repair or replacement of any damage to the driveway, installations and appurtenances on the Property, (collectively referred to herein as "the Improvements").

All Work performed or caused to be performed by Grantee in the easement area shall be constructed and installed in compliance with the Oregon Department of Transportation's "Oregon Standard Specifications for Construction", 2015 edition ("ODOT Specifications"); specifically the Work shall be performed in compliance with the applicable sections within Parts 00300, 00400, 00600 and 00700 of said ODOT Specifications or as said applicable sections have been modified or supplemented by Grantee by contract for the purposes of the Road Project, including the Work in said easement area.

Signatory represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement for Grantor.

On August 31, 2018 at 12 AM, this temporary easement shall expire and Grantors shall take full possession and ownership of the Improvements; and shall be responsible for the repair, maintenance and replacement of said Improvements from that expiration date forward; and Grantee shall be relieved of any further responsibility or liability arising from or relating to said Improvements or the Work.

The true consideration paid for this grant stated in terms of dollars is \$2,000.00.

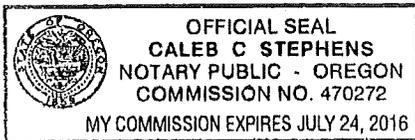
Dated this 7<sup>th</sup> day of July, 2016

For East Village Condominium Association:

By: [Signature]  
Name: Kent Koency Title: President

STATE OF OREGON )  
 ) ss  
County of Multnomah )

This record was acknowledged before me on July 7, 2016, by Kent Koency, President of East Village Condominium Association, an active Oregon non-profit corporation and authorized to sign on behalf of said corporation.



[Signature]  
Notary Public for Oregon  
My Commission Expires: 7-24-16

The described property is accepted for use in conjunction with NE Arata Road, County Road No. 730, on behalf of the Board of County Commissioners of Multnomah County, Oregon, pursuant to Ordinance No. 619 and Executive Order No. 199.

Dated this 6<sup>th</sup> day of SEPTEMBER, 2016

By: [Signature]  
Ian B. Cannon, P.E., County Engineer  
for Multnomah County, Oregon

REVIEWED:  
By Jenny M. Madkour, County Attorney  
For Multnomah County, Oregon

By: [Signature]  
Assistant County Attorney

Exhibit A

NE Arata Rd.  
County Road No. 730  
Item No. 2015-14

Temporary Construction Easement

A portion of the general common area of East Village Condominium, Multnomah County Plat Records, situated in the Southwest One-quarter of Section 27, Township 1 North, Range 3 East, W.M., City of Wood Village, Multnomah County, Oregon, more particularly described as follows:

Commencing at the centerline intersection of NE 223rd Ave., County Road No. 667 with NE Arata Road, County Road No. 730; thence S88°22'39"E, along the centerline of said NE Arata Road, a distance of 2338.27 feet; thence N01°37'21"E, a distance of 30.00 feet to the North right-of-way line of said NE Arata Road and the point of beginning of the herein described tract of land; thence N01°37'21"E, a distance of 20.00 feet; thence S88°22'39"E, parallel with the centerline of said NE Arata Road, a distance of 62.00 feet; thence S01°37'21"W, a distance of 20.00 feet to the North right-of-way line of said NE Arata Road; thence N88°22'39"W, along said North right-of-way line, a distance of 62.00 feet to the point of beginning.

Containing 1,240 square feet more or less.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*JSC* 5-4-15

OREGON  
JUNE 30, 1997  
JAMES S. CLAYTON  
2832

RENEWAL DATE: 1-1-16

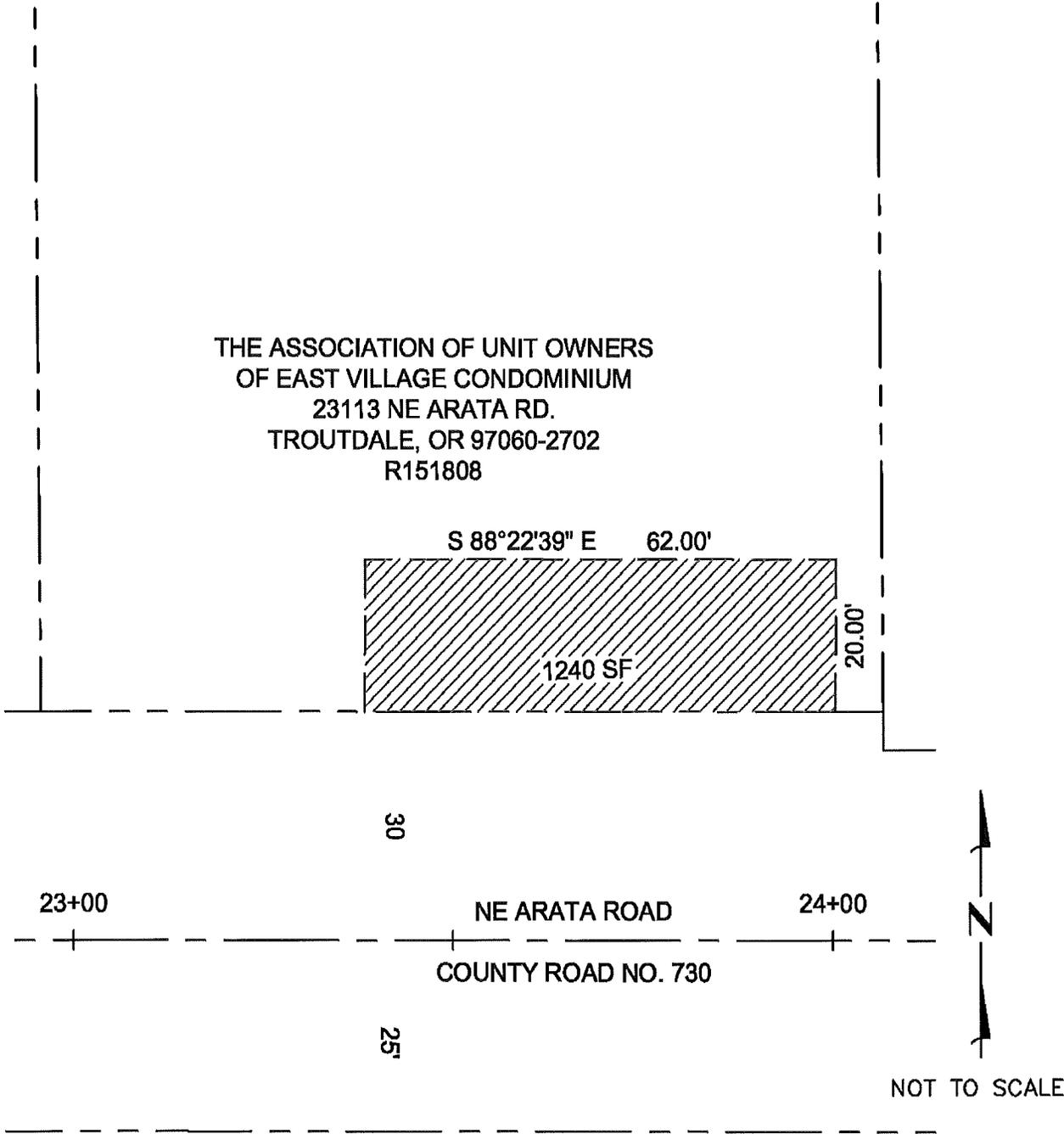
This legal description along with the basis of bearings thereof, was prepared based on that Survey recorded as Survey Number 64013, Multnomah County Survey Records.

As shown on the attached EXHIBIT MAP, herein made a part of this document. In the event of a conflict or discrepancy between the map as shown on the EXHIBIT MAP and the written legal description, the written legal description shall prevail.

EXHIBIT MAP

NE Arata Rd.  
County Road No. 730  
Item No. 2015-14

THE ASSOCIATION OF UNIT OWNERS  
OF EAST VILLAGE CONDOMINIUM  
23113 NE ARATA RD.  
TROUTDALE, OR 97060-2702  
R151808



TEMPORARY CONSTRUCTION EASEMENT



MULTNOMAH COUNTY  
DEPARTMENT OF COMMUNITY SERVICES  
LAND USE AND TRANSPORTATION PROGRAM  
1620 S.E. 190th AVE. PORTLAND, ORE. 97233-5999

*Original*

**Grantor:**  
Ryan E. Wolfe  
PO Box 3431  
Gresham, OR 97030

NE Arata Rd.  
County Road No. 730  
Item No. 2015-20-02

**After recording return to:**  
Grantee: Multnomah County; Attn: Patrick Hinds  
Land Use & Transportation Division, Bldg. #425

**EASEMENTS**

**Ryan E. Wolfe, "Grantor"**, grants to **MULTNOMAH COUNTY**, a Political Subdivision of the State of Oregon, "**Grantee**", the following two easements:

Parcel 1, a perpetual easement for drainage facilities including but not limited to the construction or installation of said facilities as determined by grantee for the maintenance and operation of the public right-of-way under, on, over and across the real property as described in the attached Exhibit A; and

Parcel 2, a temporary easement (**Beginning on August 1, 2016 and expiring on August 31, 2018**) for the purpose of accessing, laying down, installing, constructing, reconstructing, operating, inspecting, monitoring, and maintaining a driveway, installations and appurtenances (hereinafter "the Work") through, under, across, over and along the following described real property more particularly described in the attached Exhibit A.

Grantor represents and warrants that Grantor has the authority to grant said easements described in Exhibit A ("Parcel 1" or "Parcel 2" or collectively the "Property"). During the temporary easement term, Grantor shall not grant or allow any uses or activities in Parcel 2, which would interfere with the Grantee's use of the Property and the temporary easement as provided herein.

Grantor represents that to the best of Grantor's knowledge, after appropriate inquiry under the circumstances:

1. The Property is in compliance with all local, State and Federal environmental laws and regulations.
2. Grantor has disclosed all information relating to any release of hazardous substances onto or from the Property, and disclosed any known report, investigation, survey or environmental assessment regarding Property; "release" and "hazardous substance" shall have the meaning as defined under Oregon law.
3. That there are no underground storage tanks, as defined under Oregon law, presently on or under the Property.
4. This grant is free of encumbrances except Conditions, Restrictions, Restrictive Covenants, and Easements of Record if any.
5. Grantor shall not grant or allow any subsequent uses or activities in the easement area described in Exhibit A which would interfere with the Grantee's use of said easement.

Grantee, by accepting this easement, is not accepting liability for any preexisting release of hazardous substances onto or from the Property, and Grantor is not attempting to convey any such liability.

During the temporary easement term, Grantee or Grantee's contractor shall not be responsible for the repair or replacement of any damage to the driveway, installations and appurtenances on the Property, (collectively referred to herein as "the Improvements").

All Work performed or caused to be performed by Grantee in Parcel 2 shall be constructed and installed in compliance with the Oregon Department of Transportation's "Oregon Standard Specifications for Construction", 2015 edition ("ODOT Specifications"); specifically the Work shall be performed in compliance with the applicable sections within Parts 00300, 00400, 00600 and 00700 of said ODOT

Specifications or as said applicable sections have been modified or supplemented by Grantee by contract for the purposes of the Road Project, including the Work in said Parcel 2.

**On August 31, 2018 at 12 AM**, Parcel 2 shall expire and Grantor shall take full possession and ownership of the Improvements; and shall be responsible for the repair, maintenance and replacement of said Improvements from that expiration date forward; and Grantee shall be relieved of any further responsibility or liability arising from or relating to said Improvements or the Work.

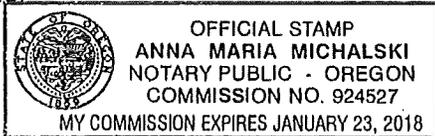
The true consideration paid for this grant stated in terms of dollars is \$8,800.00.

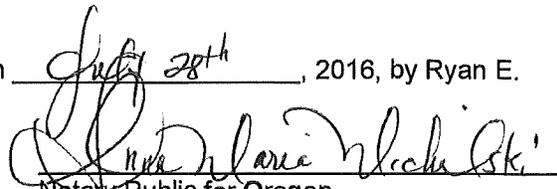
Dated this 28<sup>th</sup> day of July, 2016

  
\_\_\_\_\_  
Ryan E. Wolfe

STATE OF OREGON            )  
  ) ss  
County of Multnomah        )

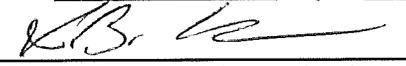
This instrument was acknowledged before me on July 28<sup>th</sup>, 2016, by Ryan E. Wolfe.



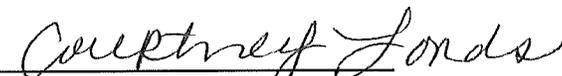
  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: January 23, 2018

The described property is accepted for use in conjunction with NE Arata Road, County Road No. 730, on behalf of the Board of County Commissioners of Multnomah County, Oregon, pursuant to Ordinance No. 619 and Executive Order No. 199.

Dated this 6<sup>th</sup> day of SEPTEMBER, 2016

By   
\_\_\_\_\_  
Ian B. Cannon, P.E., County Engineer  
for Multnomah County, Oregon

REVIEWED:  
By Jenny M. Madkour, County Attorney  
For Multnomah County, Oregon

By:   
\_\_\_\_\_  
Assistant County Attorney

## Exhibit A

NE Arata Rd.  
County Road No. 730  
Item No. 2015-20-02

### Parcel 1: Permanent Drainage Facility Easement

A portion of that tract of land described in Statutory Warranty Deed to Ryan E. Wolfe ("Wolfe"), an unmarried man, recorded as Document No. 2004-014031, Multnomah County Deed Records, situated in the Southwest One-quarter of Section 27, Township 1 North, Range 3 East, W.M., City of Wood Village, Multnomah County, Oregon, more particularly described as follows:

Commencing at the centerline intersection of NE 223rd Ave., County Road No. 667 with NE Arata Road, County Road No. 730; thence S88°22'39"E, along the centerline of said NE Arata Road, a distance of 1669.93 feet; thence N01°37'21"E, a distance of 30.00 feet to the North right-of-way line of said NE Arata Road and the point of beginning of the herein described tract of land; thence N01°37'21"E, a distance of 30.50 feet; thence S88°22'39"E, parallel with the centerline of said NE Arata Road, a distance of 10.00 feet; thence S01°37'21"W, a distance of 30.50 feet to the North right-of-way line of said NE Arata Road; thence N88°22'39"W, along said North-right-of-way line a distance of 10.00 feet to the point of beginning.

Containing 305 square feet more or less.

### Parcel 2: Temporary Construction Easement

A portion of that tract of land described in Statutory Warranty Deed to Ryan E. Wolfe ("Wolfe"), an unmarried man, recorded as Document No. 2004-014031, Multnomah County Deed Records, situated in the Southwest One-quarter of Section 27, Township 1 North, Range 3 East, W.M., City of Wood Village, Multnomah County, Oregon, more particularly described as follows:

Commencing at the centerline intersection of NE 223rd Ave., County Road No. 667 with NE Arata Road, County Road No. 730; thence S88°22'39"E, along the centerline of said NE Arata Road, a distance of 1718.66 feet; thence N01°37'21"E, a distance of 30.00 feet to the North right-of-way line of said NE Arata Road and the point of beginning of the herein described tract of land; thence N01°37'21"E, a distance of 24.50 feet; thence N88°22'39"W, parallel with the centerline of said NE Arata Road, a distance of 25.00 feet; thence N01°37'21"E, a distance of 12.00 feet; thence N88°22'39"W, parallel with the centerline of said NE Arata Road, a

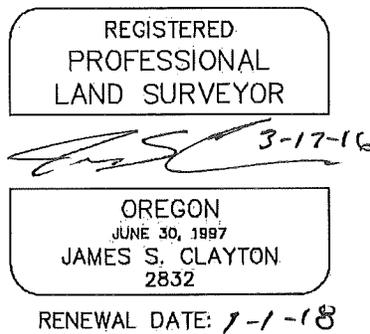
Exhibit A

NE Arata Rd.  
County Road No. 730  
Item No. 2015-20-02

distance of 32.00 feet more or less to the West line of said "Wolfe" tract; thence southerly, along said West line, a distance of 36.50 feet to the North right-of-way line of said NE Arata Road; thence S88°22'39"E, along said North-right-of-way line a distance of 57 feet more or less to the point of beginning.

Excepting therefrom Parcel 1 described above.

Containing 1,469 square feet more or less.



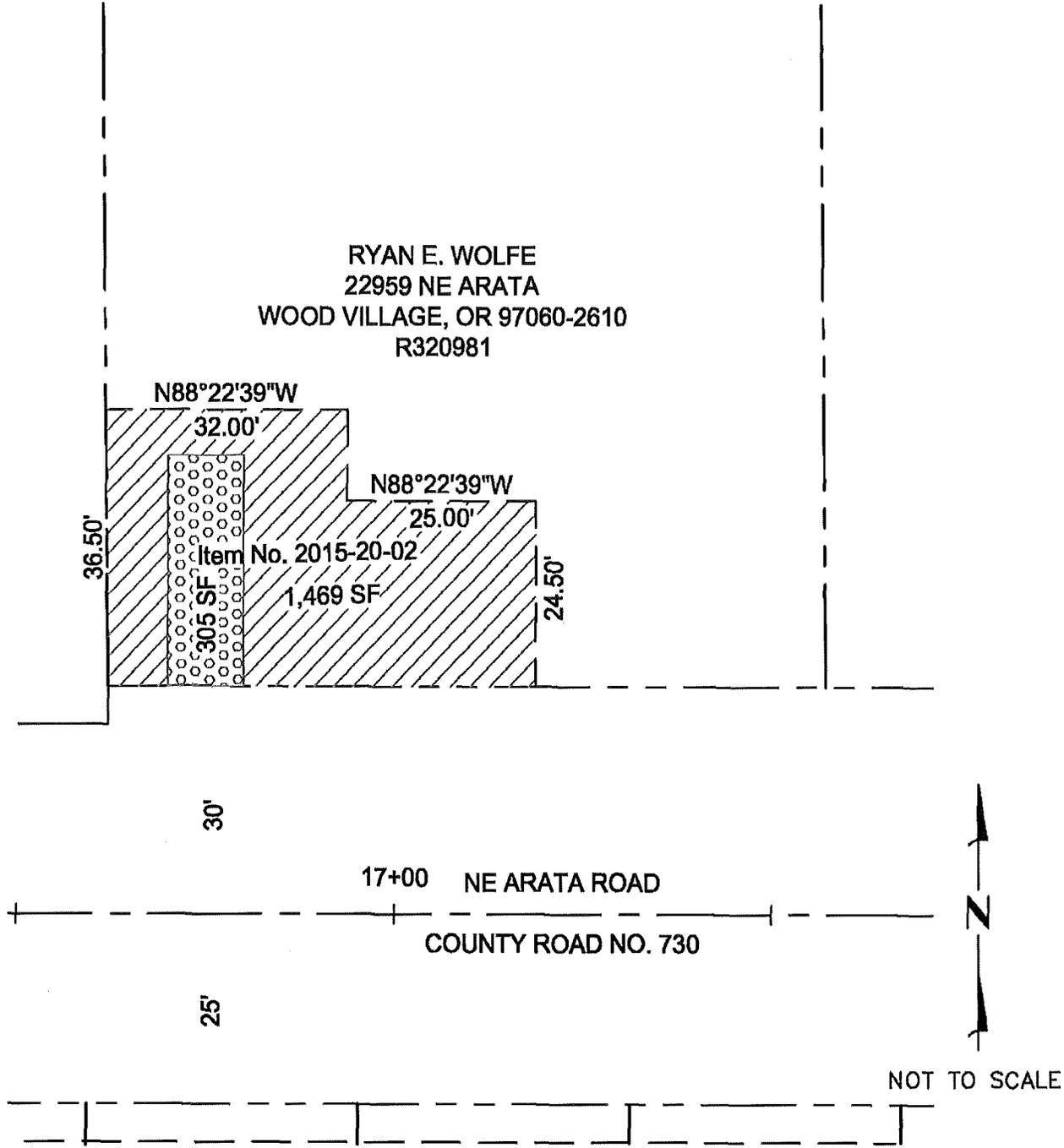
This legal description along with the basis of bearings thereof, was prepared based on that Survey recorded as Survey Number 64013, Multnomah County Survey Records.

As shown on the attached EXHIBIT MAP, herein made a part of this document. In the event of a conflict or discrepancy between the map as shown on the EXHIBIT MAP and the written legal description, the written legal description shall prevail.

EXHIBIT MAP

NE Arata Rd.  
 County Road No. 730  
 Item No. 2015-20-02

RYAN E. WOLFE  
 22959 NE ARATA  
 WOOD VILLAGE, OR 97060-2610  
 R320981



MULTNOMAH COUNTY  
 DEPARTMENT OF COMMUNITY SERVICES  
 LAND USE AND TRANSPORTATION PROGRAM  
 1620 S.E. 190th AVE. PORTLAND, ORE. 97233-5999



PERMANENT DRAINAGE FACILITY EASEMENT



TEMPORARY CONSTRUCTION EASEMENT

**Grantor:**  
Wood Village Estates LLC  
%Steve W. Amick  
6875 SE Brigadoon St.  
Milwaukie, OR 97267-3267

NE Arata Rd.  
County Road No. 730  
Item No. 2015-10

**After recording return to:**  
Grantee: Multnomah County; attn: Patrick Hinds  
Land Use & Transportation Division, Bldg. #425

### TEMPORARY EASEMENT

Wood Village Estates, LLC, an Oregon limited liability company, "**Grantor**", grants to **MULTNOMAH COUNTY**, a Political Subdivision of the State of Oregon, "**Grantee**", temporary easements, Parcels 1 and 2 (Beginning on August 1, 2016 and expiring on August 31, 2018) for the purpose of accessing, laying down, installing, constructing, reconstructing, operating, inspecting, monitoring, and maintaining a driveway, installations and appurtenances (hereinafter "the Work") through, under, across, over and along the following described real property:

#### See the attached Exhibit A.

Grantor represents and warrants that Grantor has the authority to grant this temporary easement of the property described in Exhibit A (the "Property"). During the easement term, Grantor shall not grant or allow any uses or activities in the Property, which would interfere with the Grantee's use of the Property and the temporary easement as provided herein.

Grantor represents that to the best of Grantor's knowledge, after appropriate inquiry under the circumstances:

1. The Property is in compliance with all local, State and Federal environmental laws and regulations.
2. Grantor has disclosed all information relating to any release of hazardous substances onto or from the Property, and disclosed any known report, investigation, survey or environmental assessment regarding Property; "release" and "hazardous substance" shall have the meaning as defined under Oregon law.
3. That there are no underground storage tanks, as defined under Oregon law, presently on or under the Property.
4. This grant is free of encumbrances except Conditions, Restrictions, Restrictive Covenants, and Easements of Record if any.

Grantee, by accepting this easement, is not accepting liability for any preexisting release of hazardous substances onto or from the Property, and Grantor is not attempting to convey any such liability.

During the easement term, Grantee or Grantee's contractor shall not be responsible for the repair or replacement of any damage to the driveway, installations and appurtenances on the Property, (collectively referred to herein as "the Improvements").

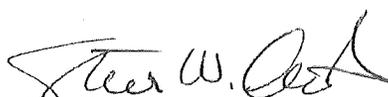
All Work performed or caused to be performed by Grantee in the easement area shall be constructed and installed in compliance with the Oregon Department of Transportation's "Oregon Standard Specifications for Construction", 2015 edition ("ODOT Specifications"); specifically the Work shall be performed in compliance with the applicable sections within Parts 00300, 00400, 00600 and 00700 of said ODOT Specifications or as said applicable sections have been modified or supplemented by Grantee by contract for the purposes of the Road Project, including the Work in said easement area.

On August 31, 2018 at 12 AM, this temporary easement shall expire and Grantors shall take full possession and ownership of the Improvements; and shall be responsible for the repair, maintenance and replacement of said Improvements from that expiration date forward; and Grantee shall be relieved of any further responsibility or liability arising from or relating to said Improvements or the Work.

The true consideration paid for this grant stated in terms of dollars is \$4,550.00.

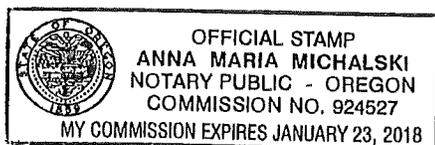
Dated this 28<sup>th</sup> day of July, 2016

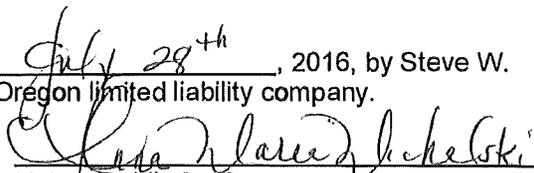
For Wood Village Estates, LLC:

  
Steve W. Amick, member

STATE OF OREGON            )  
  ) ss  
County of Multnomah        )

This instrument was acknowledged before me on July 28<sup>th</sup>, 2016, by Steve W. Amick, member of Wood Village Estates, LLC, an Oregon limited liability company.



  
Notary Public for Oregon  
My Commission Expires: January 23, 2018

The described property is accepted for use in conjunction with NE Arata Road, County Road No. 730, on behalf of the Board of County Commissioners of Multnomah County, Oregon, pursuant to Ordinance No. 619 and Executive Order No. 199.

Dated this 6<sup>th</sup> day of SEPTEMBER, 2016

By   
Ian B. Cannon, P.E., County Engineer  
for Multnomah County, Oregon

REVIEWED:  
By Jenny M. Madkour, County Attorney  
For Multnomah County, Oregon

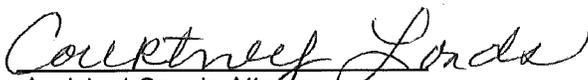
By:   
Assistant County Attorney

Exhibit A

NE Arata Rd.  
County Road No. 730  
Item No. 2015-10

Parcel 1: Temporary Construction Easement

A portion of Parcel 2, Partition Plat No. 1992-140, Multnomah County Plat Records, situated in the Southeast One-quarter of Section 27, Township 1 North, Range 3 East, W.M., City of Wood Village, Multnomah County, Oregon, more particularly described as follows:

Commencing at the centerline intersection of NE 238th Drive, County Road No. 2529 with NE Arata Road, County Road No. 730; thence N88°23'17"W, along the centerline of said NE Arata Road, a distance of 1323.77 feet; thence N01°36'43"E, a distance of 30.00 feet to the North right-of-way line of said NE Arata Road and the point of beginning of the herein described tract of land; thence N01°36'43"E, a distance of 18.00 feet; thence S88°23'17"E, parallel with the centerline of said NE Arata Road, a distance of 40.00 feet; thence S01°36'43"W, a distance of 18.00 feet to the North right-of-way line of said NE Arata Road; thence N88°23'17"W, along said North right-of-way line, a distance of 40.00 feet to the point of beginning.

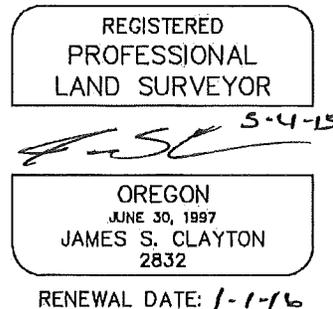
Containing 720 square feet more or less.

Parcel 2: Temporary Construction Easement

A portion of Parcel 2, Partition Plat No. 1992-140, Multnomah County Plat Records, situated in the Southeast One-quarter of Section 27, Township 1 North, Range 3 East, W.M., City of Wood Village, Multnomah County, Oregon, more particularly described as follows:

That portion of said Parcel 2 that lies southerly of a line that is 54.00 feet northerly of and parallel with the centerline of Arata Road, County Road No. 730 and easterly of Parcel 1 of said Partition Plat No. 1992-140.

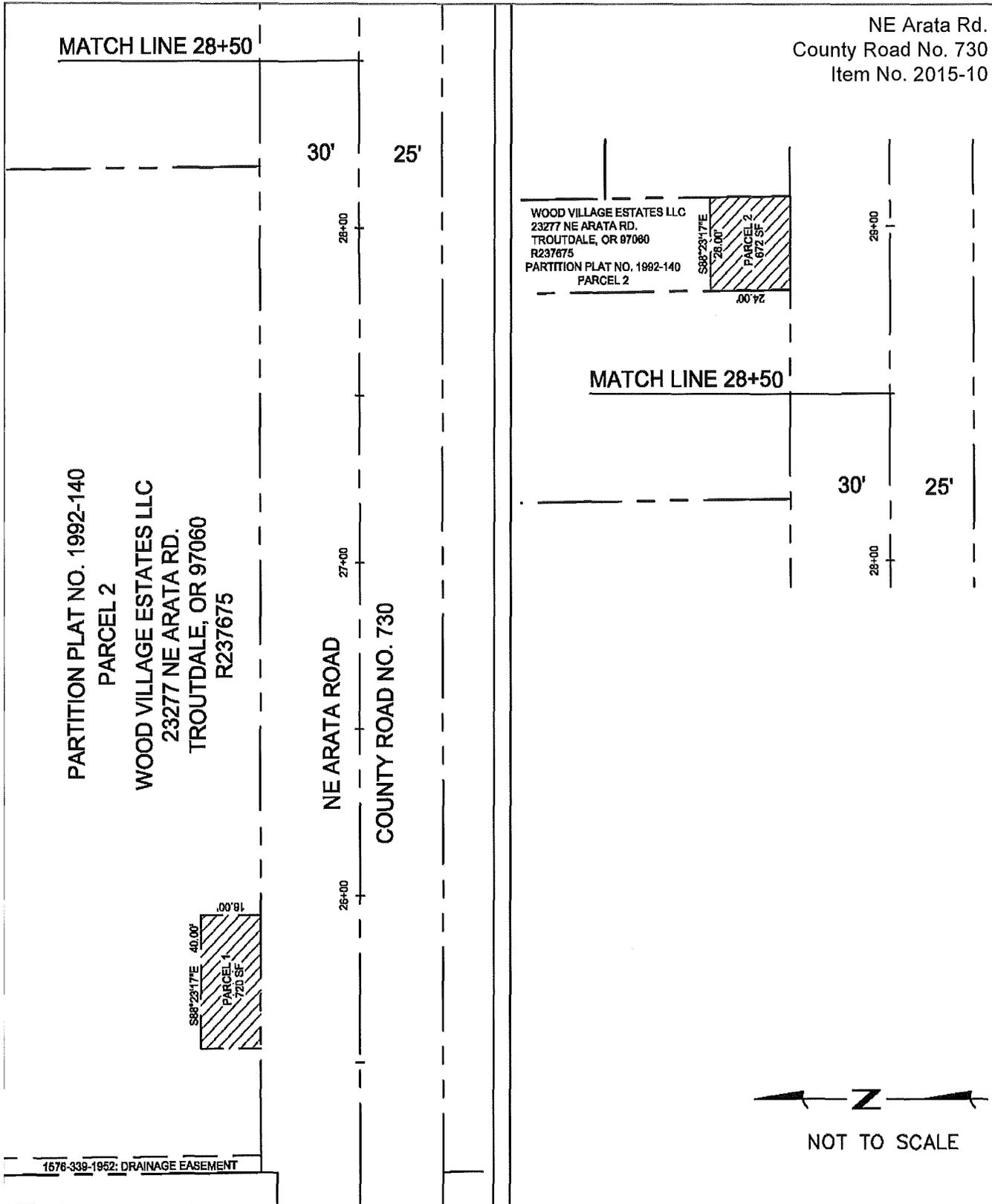
Containing 672 square feet more or less.



This legal description along with the basis of bearings thereof, was prepared based on that Survey recorded as Survey Number 64013, Multnomah County Survey Records.

As shown on the attached EXHIBIT MAP, herein made a part of this document. In the event of a conflict or discrepancy between the map as shown on the EXHIBIT MAP and the written legal description, the written legal description shall prevail.

EXHIBIT MAP



TEMPORARY CONSTRUCTION EASEMENT



MULTNOMAH COUNTY  
DEPARTMENT OF COMMUNITY SERVICES  
LAND USE AND TRANSPORTATION PROGRAM  
1620 S.E. 190th AVE. PORTLAND, ORE. 97233-5999

**Grantor:**  
Denise Arndt  
Da'Nethia Bottaro  
PO Box 636  
Troutdale, OR 97060

**After recording return to:**

Grantee: Multnomah County; Attn: Patrick Hinds  
Land Use & Transportation Division, Bldg. #425

NE Arata Rd.  
County Road No. 730  
Item No. 2015-54

## EASEMENTS

Denise Arndt and Da'Nethia Bottaro, Trustee of the Andrew Bottaro Credit Shelter Trust, u/t/a/d the 16th day of May, 2001, "**Grantor**", grants to **MULTNOMAH COUNTY**, a Political Subdivision of the State of Oregon, "**Grantee**", the following easements:

1. A perpetual easement for slope and drainage facilities including but not limited to the construction or installation of said facilities as determined by grantee for the maintenance and operation of the public right-of-way under, on, over and across the real property: "Parcel 1" as more particularly described in the attached Exhibit A; and
2. Temporary easements (**Beginning on August 1, 2016 and expiring on August 31, 2018**) for the purpose of accessing, laying down, installing, constructing, reconstructing, operating, inspecting, monitoring, and maintaining a driveway, installations and appurtenances (hereinafter "the Work") through, under, across, over and along the following described real property: "Parcel 2" as more particularly described in the attached Exhibit A.

Grantor represents and warrants that Grantor has the authority to grant said easements described in Exhibit A ("Parcel 1" or "Parcel 2", collectively the "Property"). During the temporary easement term, Grantor shall not grant or allow any uses or activities in Parcel 2, which would interfere with the Grantee's use of the Property and the temporary easement as provided herein.

Grantor represents that to the best of Grantor's knowledge, after appropriate inquiry under the circumstances:

1. The Property is in compliance with all local, State and Federal environmental laws and regulations.
2. Grantor has disclosed all information relating to any release of hazardous substances onto or from the Property, and disclosed any known report, investigation, survey or environmental assessment regarding Property; "release" and "hazardous substance" shall have the meaning as defined under Oregon law.
3. That there are no underground storage tanks, as defined under Oregon law, presently on or under the Property.
4. This grant is free of encumbrances except Conditions, Restrictions, Restrictive Covenants, and Easements of Record if any.

Grantee, by accepting this easement, is not accepting liability for any preexisting release of hazardous substances onto or from the Property, and Grantor is not attempting to convey any such liability.

During the temporary easement term, Grantee or Grantee's contractor shall not be responsible for the repair or replacement of any damage to the driveway, installations and appurtenances on the Property, (collectively referred to herein as "the Improvements").

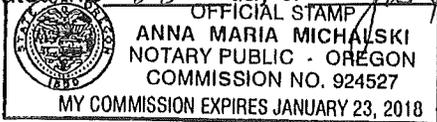
All Work performed or caused to be performed by Grantee in Parcel 2 shall be constructed and installed in compliance with the Oregon Department of Transportation's "Oregon Standard Specifications for Construction", 2015 edition ("ODOT Specifications"); specifically the Work shall be performed in compliance with the applicable sections within Parts 00300, 00400, 00600 and 00700 of said ODOT Specifications or as said applicable sections have been modified or supplemented by Grantee by contract for the purposes of the Road Project, including the Work in said Parcel 2.

NE Arata Rd.  
County Road No. 730  
Item No. 2015-54

On August 31, 2018 at 12 AM, Parcel 2 shall expire and Grantor shall take full possession and ownership of the Improvements; and shall be responsible for the repair, maintenance and replacement of said Improvements from that expiration date forward; and Grantee shall be relieved of any further responsibility or liability arising from or relating to said Improvements or the Work.

The true consideration paid for this grant stated in terms of dollars is \$4,350.00.

Dated this 28<sup>th</sup> day of July, 2016



Denise Arndt  
Denise Arndt

STATE OF OREGON            )  
  ) ss  
County of Multnomah        )

This record was acknowledged before me on July 28<sup>th</sup>, 2016, by Denise Arndt.

Anna Maria Michalski  
Notary Public for Oregon  
My Commission Expires: January 23, 2018

\_\_\_\_\_  
Da'Nethia Bottaro, trustee

STATE OF OREGON            )  
  ) ss  
County of Multnomah        )

This record was acknowledged before me on \_\_\_\_\_, 2016, by Da'Nethia Bottaro, Trustee of the Andrew Bottaro Credit Shelter Trust, u/t/a/d the 16th day of May, 2001.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

The described property is accepted for use in conjunction with NE Arata Road, County Road No. 730, on behalf of the Board of County Commissioners of Multnomah County, Oregon, pursuant to Ordinance No. 619 and Executive Order No. 199.

Dated this 6<sup>TH</sup> day of SEPTEMBER, 2016

By   
Ian B. Cannon, P.E., County Engineer  
for Multnomah County, Oregon

REVIEWED:

By Jenny M. Madkour, County Attorney  
For Multnomah County, Oregon

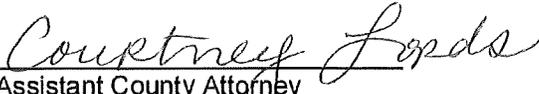
By:   
Assistant County Attorney

Exhibit A

Parcel 1: Perpetual Slope and Drainage easement

A portion of that tract of land described in Warranty Deed to Raymond Bottaro and Andrew J. Bottaro ("Bottaro"), recorded on April 23, 1971 in Book 783, Page 1224, Multnomah County Deed Records, situated in the Southwest one quarter of Section 27, Township 1 North, Range 3 East of the Willamette Meridian, in the City of Fairview, County of Multnomah and State of Oregon, more particularly described as follows:

That portion of said Bottaro tract that lies southerly of a line that is 30.00 feet northerly of and parallel with the centerline of NE Arata Road, County Road No. 730.

Containing 841 square feet more or less.

Parcel 2: Temporary Construction Easement

A portion of that tract of land described in Warranty Deed to Raymond Bottaro and Andrew J. Bottaro ("Bottaro"), recorded on April 23, 1971 in Book 783, Page 1224, Multnomah County Deed Records, situated in the Southwest one quarter of Section 27, Township 1 North, Range 3 East of the Willamette Meridian, in the City of Fairview, County of Multnomah and State of Oregon, more particularly described as follows:

Commencing at the centerline intersection of NE 223rd Ave., County Road No. 667 with NE Arata Road, County Road No. 730; thence S88°22'39"E, along the centerline of said NE Arata Road, a distance of 245.77 feet; thence N01°37'21"E, a distance of 35.00 feet to the point of beginning of the herein described tract of land; thence N01°37'21"E, a distance of 6.00 feet; thence S88°22'39"E, parallel with the centerline of said NE Arata Road, a distance of 38.00 feet; thence S01°37'21"W, a distance of 6.00 feet; thence N88°22'39"W, a distance of 38.00 feet to the point of beginning.

Containing 228 square feet more or less.

NE Arata Rd.  
County Road No. 730  
Item No. 2015-54

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*JSC* 2-3-16

OREGON  
JUNE 30, 1997  
JAMES S. CLAYTON  
2832

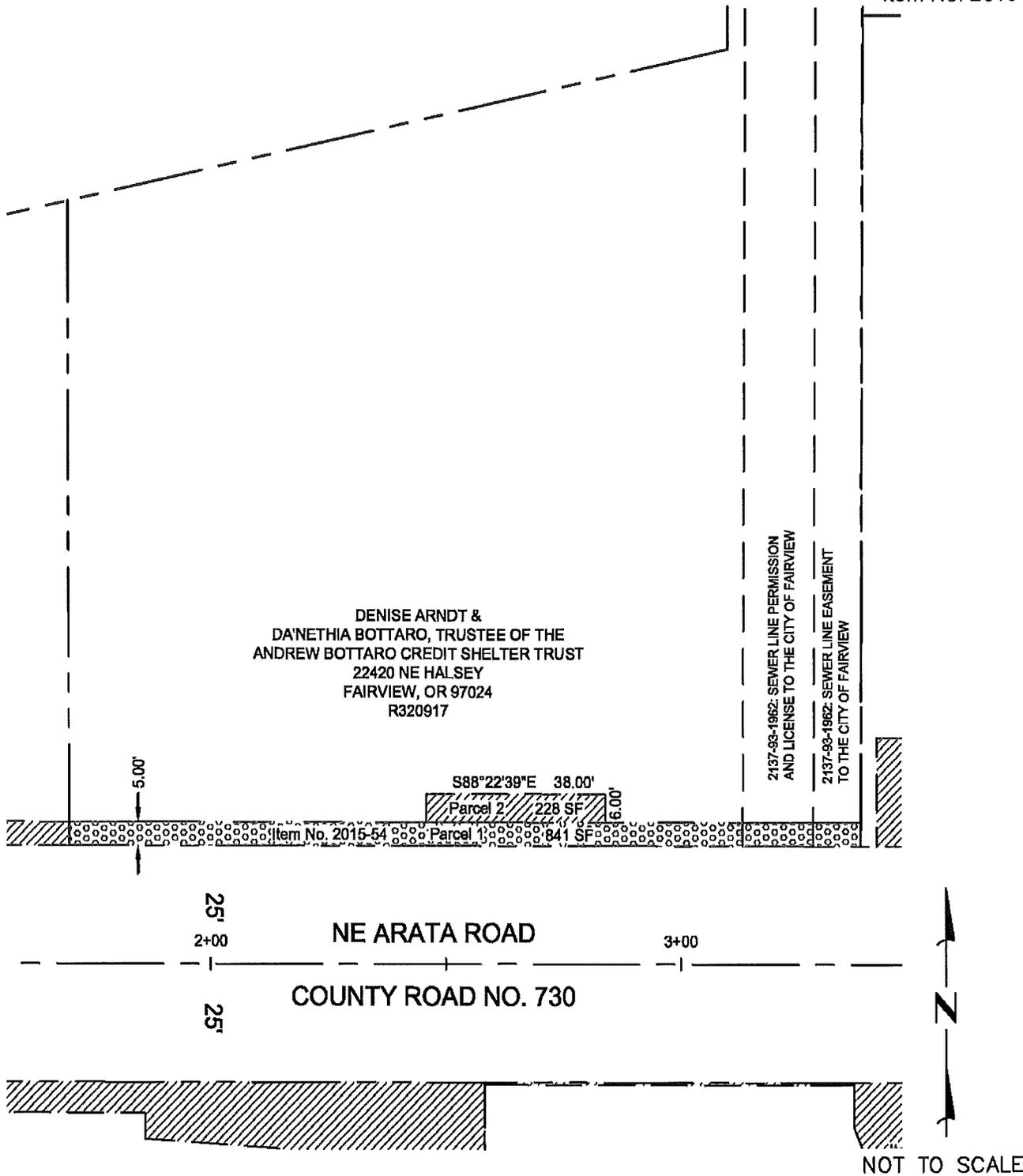
RENEWAL DATE: 1-1-18

This legal description along with the basis of bearings thereof, was prepared based on that Survey recorded as Survey Number 64013, Multnomah County Survey Records.

As shown on the attached EXHIBIT MAP, herein made a part of this document. In the event of a conflict or discrepancy between the map as shown on the EXHIBIT MAP and the written legal description, the written legal description shall prevail.

EXHIBIT MAP

NE Arata Rd.  
County Road No. 730  
Item No. 2015-54



-  TEMPORARY CONSTRUCTION EASEMENT
-  PERMANENT SLOPE & DRAINAGE EASEMENT



MULTNOMAH COUNTY  
DEPARTMENT OF COMMUNITY SERVICES  
LAND USE AND TRANSPORTATION PROGRAM  
1620 S.E. 190th AVE. PORTLAND, ORE. 97233-5999

**Grantor:**  
Denise Arndt  
Da'Nethia Bottaro  
PO Box 636  
Troutdale, OR 97060

**After recording return to:**

Grantee: Multnomah County; Attn: Patrick Hinds  
Land Use & Transportation Division, Bldg. #425

NE Arata Rd.  
County Road No. 730  
Item No. 2015-54

## EASEMENTS

Denise Arndt and Da'Nethia Bottaro, Trustee of the Andrew Bottaro Credit Shelter Trust, u/t/a/d the 16th day of May, 2001, "**Grantor**", grants to **MULTNOMAH COUNTY**, a Political Subdivision of the State of Oregon, "**Grantee**", the following easements:

1. A perpetual easement for slope and drainage facilities including but not limited to the construction or installation of said facilities as determined by grantee for the maintenance and operation of the public right-of-way under, on, over and across the real property: "Parcel 1" as more particularly described in the attached Exhibit A; and
2. Temporary easements (**Beginning on August 1, 2016 and expiring on August 31, 2018**) for the purpose of accessing, laying down, installing, constructing, reconstructing, operating, inspecting, monitoring, and maintaining a driveway, installations and appurtenances (hereinafter "the Work") through, under, across, over and along the following described real property: "Parcel 2" as more particularly described in the attached Exhibit A.

Grantor represents and warrants that Grantor has the authority to grant said easements described in Exhibit A ("Parcel 1" or "Parcel 2", collectively the "Property"). During the temporary easement term, Grantor shall not grant or allow any uses or activities in Parcel 2, which would interfere with the Grantee's use of the Property and the temporary easement as provided herein.

Grantor represents that to the best of Grantor's knowledge, after appropriate inquiry under the circumstances:

1. The Property is in compliance with all local, State and Federal environmental laws and regulations.
2. Grantor has disclosed all information relating to any release of hazardous substances onto or from the Property, and disclosed any known report, investigation, survey or environmental assessment regarding Property; "release" and "hazardous substance" shall have the meaning as defined under Oregon law.
3. That there are no underground storage tanks, as defined under Oregon law, presently on or under the Property.
4. This grant is free of encumbrances except Conditions, Restrictions, Restrictive Covenants, and Easements of Record if any.

Grantee, by accepting this easement, is not accepting liability for any preexisting release of hazardous substances onto or from the Property, and Grantor is not attempting to convey any such liability.

During the temporary easement term, Grantee or Grantee's contractor shall not be responsible for the repair or replacement of any damage to the driveway, installations and appurtenances on the Property, (collectively referred to herein as "the Improvements").

All Work performed or caused to be performed by Grantee in Parcel 2 shall be constructed and installed in compliance with the Oregon Department of Transportation's "Oregon Standard Specifications for Construction", 2015 edition ("ODOT Specifications"); specifically the Work shall be performed in compliance with the applicable sections within Parts 00300, 00400, 00600 and 00700 of said ODOT Specifications or as said applicable sections have been modified or supplemented by Grantee by contract for the purposes of the Road Project, including the Work in said Parcel 2.

On August 31, 2018 at 12 AM, Parcel 2 shall expire and Grantor shall take full possession and ownership of the Improvements; and shall be responsible for the repair, maintenance and replacement of said Improvements from that expiration date forward; and Grantee shall be relieved of any further responsibility or liability arising from or relating to said Improvements or the Work.

The true consideration paid for this grant stated in terms of dollars is \$4,350.00.

Dated this 8<sup>th</sup> day of August, 2016

\_\_\_\_\_  
Denise Arndt

STATE OF OREGON        )  
  ) ss  
County of Multnomah    )

This record was acknowledged before me on \_\_\_\_\_, 2016, by Denise Arndt.

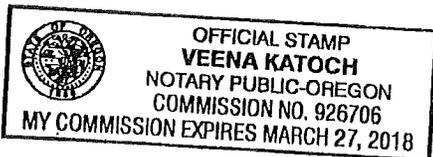
\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
*Da'Nethia Bottaro*  
Da'Nethia Bottaro, trustee

STATE OF OREGON        )  
  ) ss  
County of Multnomah    )

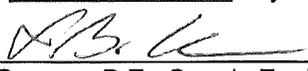
This record was acknowledged before me on August 8<sup>th</sup>, 2016, by Da'Nethia Bottaro, Trustee of the Andrew Bottaro Credit Shelter Trust, u/t/a/d the 16th day of May, 2001.

\_\_\_\_\_  
*Veena Katoch*  
Notary Public for Oregon  
My Commission Expires: 03/27/2018



The described property is accepted for use in conjunction with NE Arata Road, County Road No. 730, on behalf of the Board of County Commissioners of Multnomah County, Oregon, pursuant to Ordinance No. 619 and Executive Order No. 199.

Dated this 6<sup>th</sup> day of SEPTEMBER, 2016

By   
Ian B. Cannon, P.E., County Engineer  
for Multnomah County, Oregon

REVIEWED:  
By Jenny M. Madkour, County Attorney  
For Multnomah County, Oregon

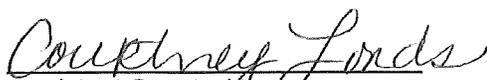
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Exhibit A

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Containing 841 square feet more or less.

Parcel 2: Temporary Construction Easement

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Containing 228 square feet more or less.

NE Arata Rd.  
County Road No. 730  
Item No. 2015-54

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*JSC* 2-3-18

OREGON  
JUNE 30, 1997  
JAMES S. CLAYTON  
2832

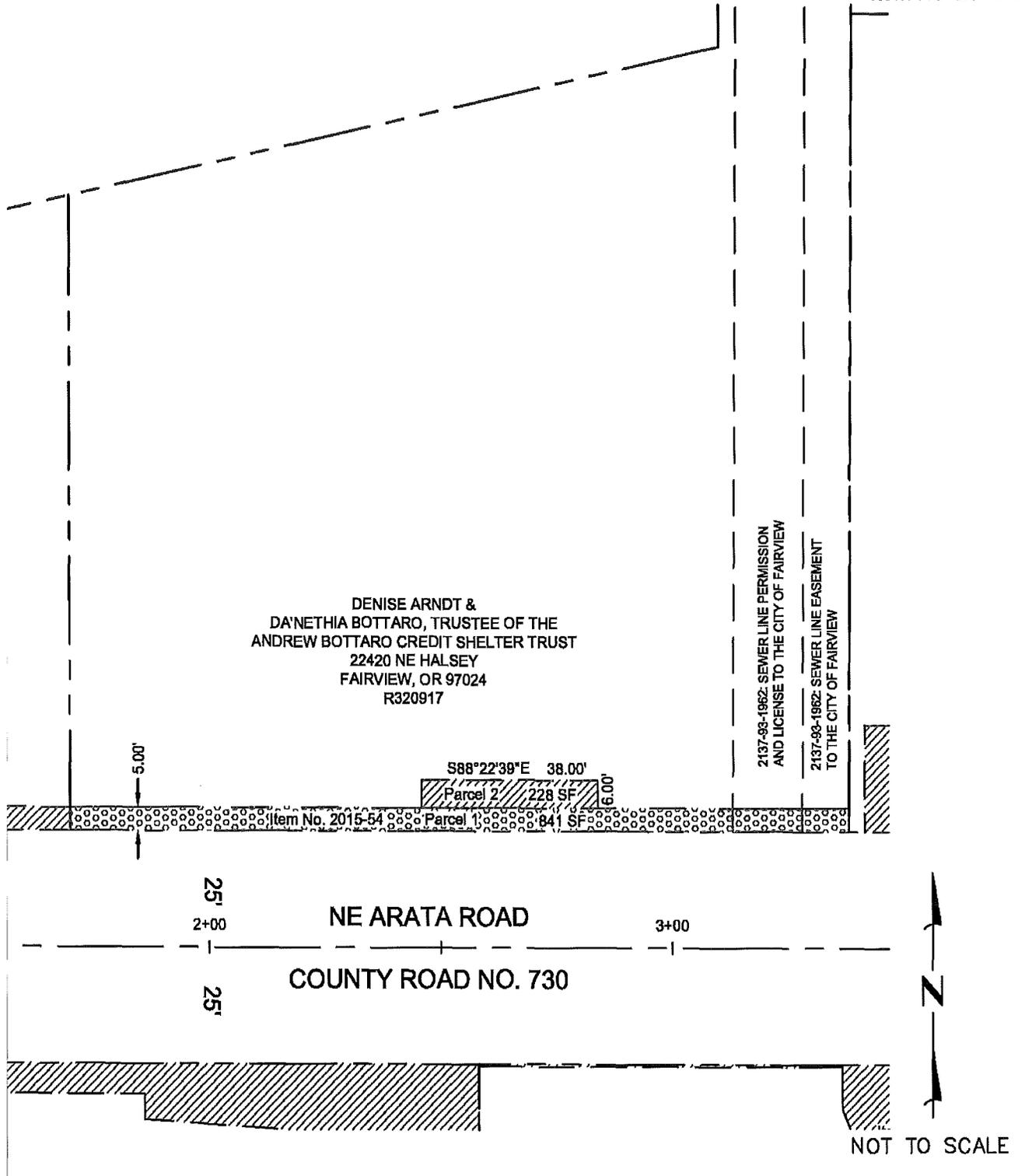
RENEWAL DATE: 1-1-18

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EXHIBIT MAP

NE Arata Rd.  
County Road No. 730  
Item No. 2015-54



-  TEMPORARY CONSTRUCTION EASEMENT
-  PERMANENT SLOPE & DRAINAGE EASEMENT



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