

Grantor:
Portland General Electric Co.
c/o Manager, Property Services
121 SW Salmon St. 1WTC0401
Portland, OR 97204

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

EXHIBIT 1

TEMPORARY EASEMENT

PORTLAND GENERAL ELECTRIC COMPANY, an Oregon 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 that:

1. The Property is in compliance with all local, State and Federal environmental laws and regulations.
2. Grantor has disclosed all information known to it 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. 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, including that certain Mortgage Indenture recorded July 20, 1945 in Book 838, Page 9, Multnomah County Records, as supplemented, most recently by instrument recorded February 12, 2016 as Document No. 2016 016500, Multnomah County Records.

As used herein, the knowledge of Grantor means the actual knowledge of Mark Lindley, Manager, Property Services, with no duty of investigation. 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") caused by or resulting from Grantor's or Grantor's agents' activities.

During the easement term, Grantee shall insure that Grantor has alternative access to its adjacent property from Arata Road, except for temporary interruptions necessary to accommodate use of heavy equipment by Grantee in connection with the Work.

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 Arata Road improvement project, including the Work in said easement area.

On August 31, 2018 at 12 AM, this temporary easement 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.

IN NO EVENT SHALL GRANTOR BE LIABLE TO GRANTEE OR TO ANY THIRD PARTY FOR LOST OR PROSPECTIVE PROFITS OR ANY OTHER SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR DIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT OR OTHERWISE) UNDER OR IN RESPECT OF THIS EASEMENT OR FOR ANY FAILURE OF PERFORMANCE RELATED HERETO HOWSOEVER CAUSED, AND WHETHER OR NOT ARISING FROM GRANTOR'S SOLE, JOINT OR CONCURRENT NEGLIGENCE.

The true consideration paid for this grant stated in terms of dollars is \$250.00.

Dated this 11th day of October, 2016

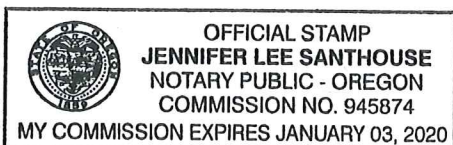
For Portland General Electric Company:


Mark Lindley
Manager, Property Services

DAW

STATE OF OREGON)
) ss
County of Multnomah)

This instrument was acknowledged before me on October 11, 2016, by Mark Lindley, Manager, Property Services, Portland General Electric Company, an Oregon corporation.




Notary Public for Oregon
My Commission Expires: 1/3/2020

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 22nd day of NOVEMBER, 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

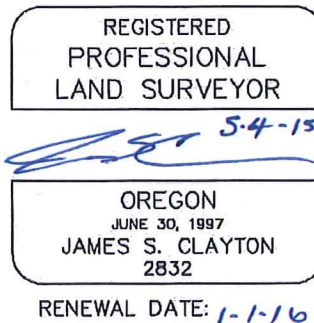
NE Arata Rd.
County Road No. 730
Item No. 2015-24

Temporary Construction Easement

A portion of that tract of land described in Warranty Deed to Portland General Electric Company, an Oregon Corporation, recorded on February 20, 1973 in Book 910, Page 2001, 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 638.56 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 13.00 feet; thence S88°22'39"E, parallel with said NE Arata Road centerline, a distance of 25.00 feet; thence S01°37'21"W, a distance of 13.00 feet to said North right-of-way line; thence N88°22'39"W, along said North-right-of-way line a distance of 25.00 feet to the point of beginning.

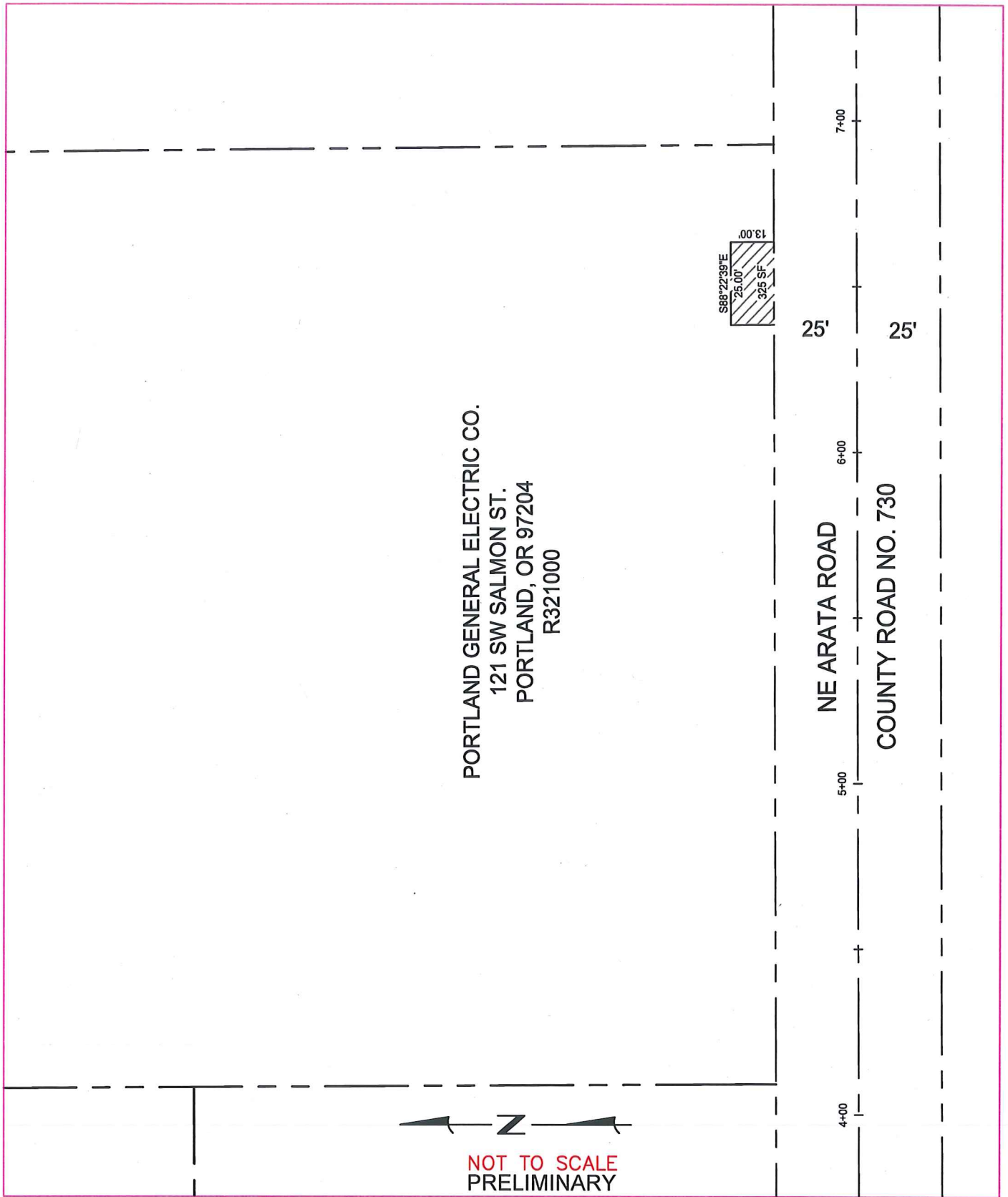
Containing 325 square feet more or less.



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:

Royal World Properties, LLC
3457 Barington Dr.
West Linn, OR 97068

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. 2015-27

EASEMENTS

Royal World Properties, LLC, an Oregon limited liability company, "**Grantor**", grants to **MULTNOMAH COUNTY**, a Political Subdivision of the State of Oregon, "**Grantee**", the following two easements:

1. A permanent, exclusive easement for road purposes through, under, across, over and along the following described real property: "Parcel 1" as more particularly described in the attached Exhibit A; and
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: "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" 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.

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 ^{10,000.00} \$7,400.00. *[Signature]*

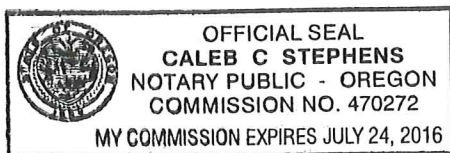
Dated this 20th day of June, 2016

For Royal World Properties, LLC:

x *[Signature]*
Abbas Irajpanah, Manager

STATE OF OREGON)
) ss
County of Multnomah)

This instrument was acknowledged before me on June 20, 2016, by Abbas Irajpanah, Manager of Royal World Properties, LLC, an Oregon limited liability company.



Caleb C. Stephens
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 7th day of July, 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

Parcel 1: Road Purpose Easement

A portion of Lot 7, Wymore, Multnomah County Plat Records, being a portion of that tract of land described in Bargain and Sale Deed to Royal World Properties, LLC, an Oregon limited liability company, recorded as Document No. 2006-175713, 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 30.13 feet; thence S01°37'21"W, a distance of 25.00 feet to the South right-of-way line of said NE Arata Road and the point of beginning of the herein described tract of land; thence S88°22'39"E, along said South right-of-way line, a distance of 30.16 feet; thence along the arc of a 30.00 foot radius curve to the left, through a central angle of 90°18'17" (the long chord of which bears S46°28'12"W, 42.54 feet) an arc distance of 47.28 feet to a point on the East right-of-way line of said NE 223rd Ave.; thence N01°19'04"E, along said East right of-way line, a distance of 30.16 feet to the point of beginning.

Containing 196 square feet more or less.

Parcel 2: Temporary Construction Easement

A portion of Lot 7, Wymore, Multnomah County Plat Records, being a portion of that tract of land described in Bargain and Sale Deed to Royal World Properties, LLC, an Oregon limited liability company, recorded as Document No. 2006-175713, 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 30.13 feet; thence S01°37'21"W, a distance of 25.00 feet to the South right-of-way line of said NE Arata Road; thence S88°22'39"E, along said South right-of-way line, a distance of 30.16 feet to the point of beginning of the herein described tract of land; thence S88°22'39"E, continuing along said South right-of-way line, a distance of 198 feet, more or less, to the Northeast corner of the West one-half of said Lot 7, Wymore; thence southerly, along the East line of the West half of said Lot 7, a distance of 17.00 feet; thence N84°25'05"W, 72.41 feet to a point that is 37.00 feet southerly of, when measured at right angles to, the centerline of said NE Arata Road; thence N01°37'21"E, a distance of 5.50 feet; thence N88°22'39"W, parallel with the centerline of said NE Arata Road, a distance of 59.00 feet; thence S44°32'56"W, a distance of 13.66 feet to a point that is 41.50 feet southerly of, when measured at right angles to, the centerline of said NE Arata Road; thence N88°22'39"W, parallel with the centerline of said NE Arata Road, a distance of 33.00 feet; 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 39.78 feet to a point of non-tangent curvature; thence along the arc of a 28.00 foot radius curve to the left, through a central angle of 57°22'08" (the long chord of which bears S30°00'08"W, 26.88 feet) an arc distance of 28.04 feet; thence N88°40'56"W, a distance of 2.00 feet to a point on the East right-of-way line of said NE 223rd Ave.; thence along the arc of a 30.00 foot radius curve to the right, through a central angle of 90°18'17" (the long chord of which bears N46°28'12"E, 42.54 feet) an arc distance of 47.28 feet to the point of beginning.

Containing 2,380 square feet more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

James S. Clayton 5-4-15

OREGON
JUNE 30, 1997
JAMES S. CLAYTON
2832

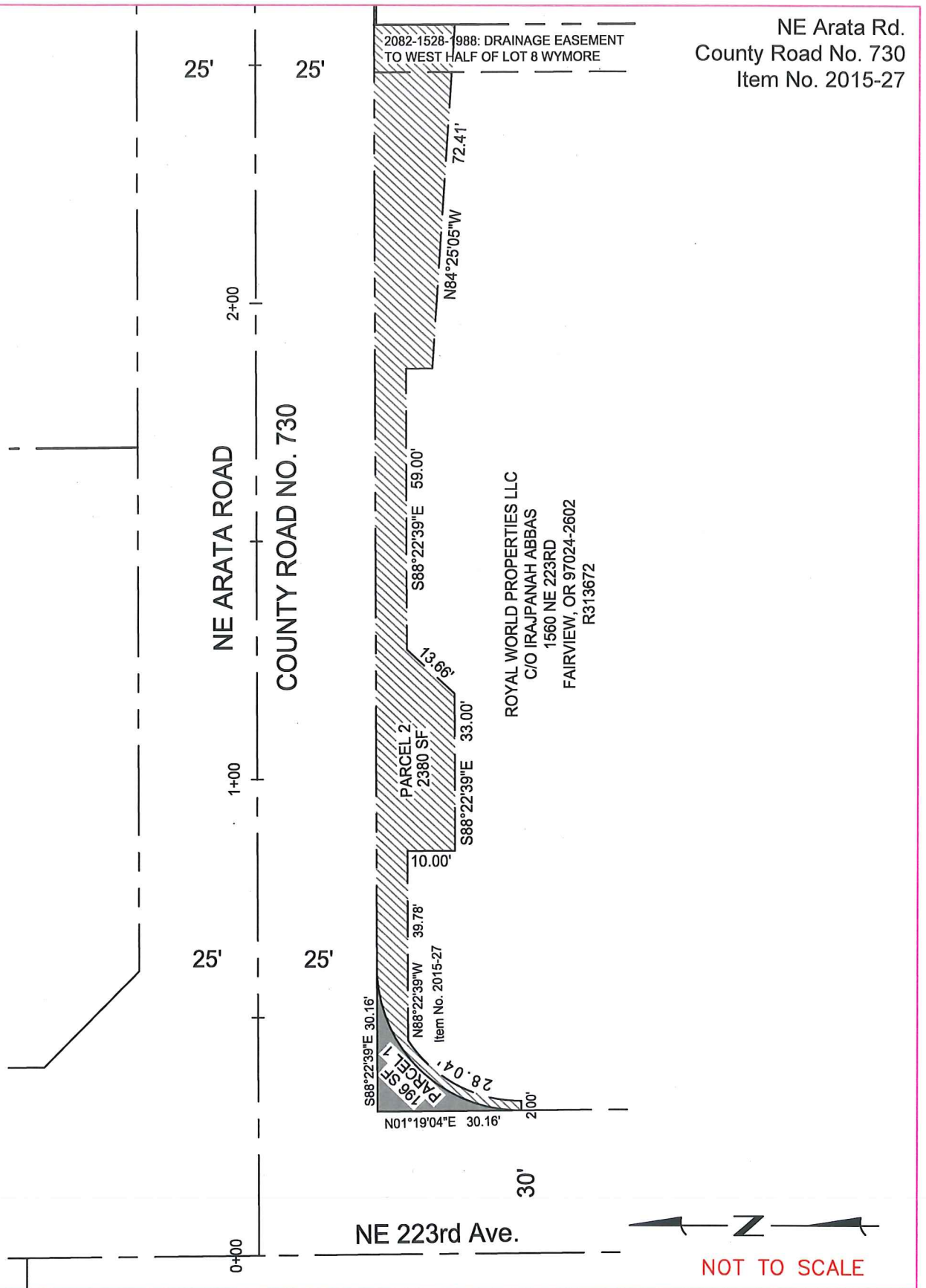
RENEWAL DATE: 1-1-16


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. 2015-27



 ROAD PURPOSE EASEMENT

 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:

Natalya Globak
22919 NE Arata Rd.
Wood Village, 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. 2015-21-03

EASEMENTS

Natalya Globak, "Grantor", grants to **MULTNOMAH COUNTY**, a Political Subdivision of the State of Oregon, **"Grantee"**, the following two easements:

1. 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: "Parcel 1" as more particularly described in the attached Exhibit A; and
2. A permanent easement for slopes 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" or collectively the "Property"). During the temporary easement term, Grantor shall not grant or allow any uses or activities in Parcel 1, 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 1 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 1.

On August 31, 2018 at 12 AM, Parcel 1 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 \$ 17,000.00.

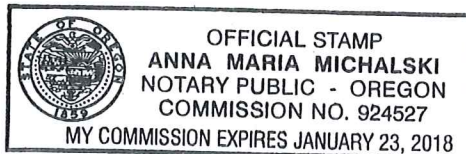
Dated this 2nd day of November, 2016

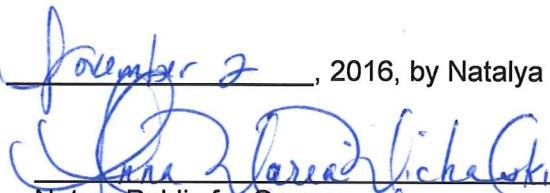


Natalya Globak

STATE OF OREGON)
) ss
County of Multnomah)

This instrument was acknowledged before me on November 2, 2016, by Natalya Globak.






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 23rd day of NOVEMBER, 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

Parcel 1: Temporary Construction Easement

A portion of that tract of land described in Statutory Warranty Deed to Natalya Globak ("Globak"), recorded as Document No. 2010-115667, 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 1541.12 feet; thence N56°04'38"E, a distance of 43.00 feet to the intersection of the North right-of-way line of said NE Arata Road and the East right-of-way line of NE Wood Village Blvd; thence N01°02'29"E along said East right-of-way line, a distance of 114.29 feet to the point of beginning of the herein described tract of land; thence S88°57'31"E, a distance of 10.00 feet; thence N01°02'29"E, parallel with said East right-of-way line, a distance of 43 feet more or less to the North line of said Globak tract; thence southwesterly, along said North line, a distance of 10.17 feet to the East right-of-way line of said NE Wood Village Blvd; thence S01°02'29"W, along said East right-of-way line, a distance of 40.98 feet to the point of beginning.

Containing 419 square feet more or less.

Parcel 2: Permanent Slope Easement

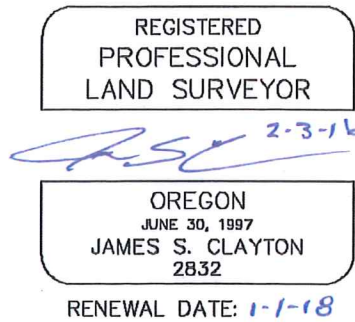
A portion of that tract of land described in Statutory Warranty Deed to Natalya Globak ("Globak"), recorded as Document No. 2010-115667, Multnomah County Deed Records, situated in the Southwest One-quarter of Section 27, Township 1 North, Range 3 East, W.M., City of Wood Village, Multnomah County, Oregon, more particularly described as follows:

That portion of said Globak 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 and westerly of a line that is 36.00 feet easterly of and parallel with the West line of said Globak tract.

Containing 180 square feet more or less.

Exhibit A

NE Arata Rd.
County Road No. 730
Item No. 2015-21-03



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. 2015-21-03

NE Wood Village Blvd.

PARCEL 1
419 SF
43'
10.00'

NATALYA GLOBAK
22919 NE ARATA
WOOD VILLAGE, OR 97060-2610
R320978

Item No. 2015-21-03
PARCEL 2
36.00'
180 SF
5.00'

20' WIDE UTILITY AND SEWER
EASEMENT TO ADJACENT OWNER
BOOK 673, PAGE 1564, APRIL 23, 1969

25'

16+00

NE ARATA ROAD

COUNTY ROAD NO. 730

25'

30'

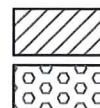
17+00



NOT TO SCALE



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



TEMPORARY CONSTRUCTION EASEMENT

PERMANENT SLOPE EASEMENT

original

Grantor:

Afshar & Associates, L.L.C.
Pooneh Gray
3902 SE 154TH CT
Vancouver, WA 98683

After recording return to:

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

NE Halsey St.
County Road No. 1180
Item No. 2016-03

EASEMENTS

Afshar & Associates, L.L.C., an Oregon limited liability company, "**Grantor**", grants to **MULTNOMAH COUNTY**, a Political Subdivision of the State of Oregon, "**Grantee**", the following 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: 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 drainage facilities, installations and appurtenances through, under, across, over and along the following described real property 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 ("Parcels 1-2", 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 related to or resulting from the above granted easement in Parcel 2 (the "Work") 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 \$3,900.00.

Dated this 22 day of August, 2016

For Afshar & Associates, L.L.C.:

By: [Signature]
Pooneh Gray, manager

STATE OF ^{WASHINGTON W} OREGON)
) ss
County of Multnomah)
^{Clark W}

This record was acknowledged before me on August 22nd, 2016, by Pooneh Gray, manager of Afshar & Associates, L.L.C., an Oregon limited liability company.

Notary Public
State of Washington
Molli Moss
Commission Expires 05/05/2018

[Signature]
Notary Public for Oregon ^{WA W}
My Commission Expires: 05/05/18

The described property is accepted for use in conjunction with NE Halsey St., County Road No. 1180, on behalf of the Board of County Commissioners of Multnomah County, Oregon, pursuant to Ordinance No. 619 and Executive Order No. 199.

Dated this 23RD day of NOVEMBER, 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

Parcel 1: Permanent Storm Drainage Easement

A portion of that tract of land described in Warranty Deed to The First Baptist Church of Wood Village, Oregon, a corporation, recorded on October 25, 1976 in Book 1135, Page 137, Multnomah County Deed Records (MCDR), located in the Southeast one-quarter of Section 27, Township 1 North, Range 3 East, of the Willamette Meridian, in the City of Wood Village, Multnomah County, Oregon, said tract of land being more particularly described as follows:

Beginning at a 3/4 inch iron pipe found at the Northeast corner of the Plat of THE VILLAGE COMMONS, said point also being the Southeast corner of that tract of land described in Bargain and Sale Deed to Pooneh Entezari ("Entezari") recorded February 8, 2008 as Document No. 2008-019435, MCDR, said point also being the point of beginning of the tract of land herein described; thence N00°32'00"W, along the East line of said Entezari tract, a distance of 16.06 feet; thence S69°35'37"E, a distance of 30.28 feet to a point on the South line of that tract of land described as "exchange tract" in Exhibit B of that Quitclaim Deed to Afshar and Associates, LLC, recorded on August 20, 2015 as Document No. 2015-107598, MCDR; thence S78°58'24"W, along said South line, a distance of 28.76 feet to the point of beginning.

Containing 227 square feet more or less.

Parcel 2: Temporary Construction Easement

A portion of those tracts of land described in Bargain and Sale Deed to Afshar & Associates, LLC, an Oregon limited liability company recorded on February 8, 2008 as Document No. 2008-019434; and Warranty Deed to The First Baptist Church of Wood Village, Oregon, a corporation, recorded on October 25, 1976 in Book 1135, Page 137, Multnomah County Deed Records (MCDR), located in the Southeast one-quarter of Section 27, Township 1 North, Range 3 East, of the Willamette Meridian, in the City of Wood Village, Multnomah County, Oregon, said tract of land being more particularly described as follows:

Commencing at a 3/4 inch iron pipe found at the Northeast corner of the Plat of THE VILLAGE COMMONS, said point also being the Southeast corner of that tract of land described in Bargain and Sale Deed to Pooneh Entezari ("Entezari") recorded February 8, 2008 as Document No. 2008-019435, MCDR; thence N00°32'00"W, along the East line of said Entezari tract, a distance of 16.06 feet

to the point of beginning of the tract of land herein described; thence N00°32'00"W, continuing along the East line of said Entezari tract, a distance of 16.06 feet; thence S69°35'57"E, a distance of 60.56 feet to a point on the South line of that tract of land described as "exchange tract" in Exhibit B of that Quitclaim Deed to Afshar and Associates, LLC, recorded on August 20, 2015 as Document No. 2015-107598, MCDR; thence S78°58'24"W, along said South line, a distance of 28.76 feet; thence N69°35'37"W, a distance of 30.28 feet to the point of beginning.

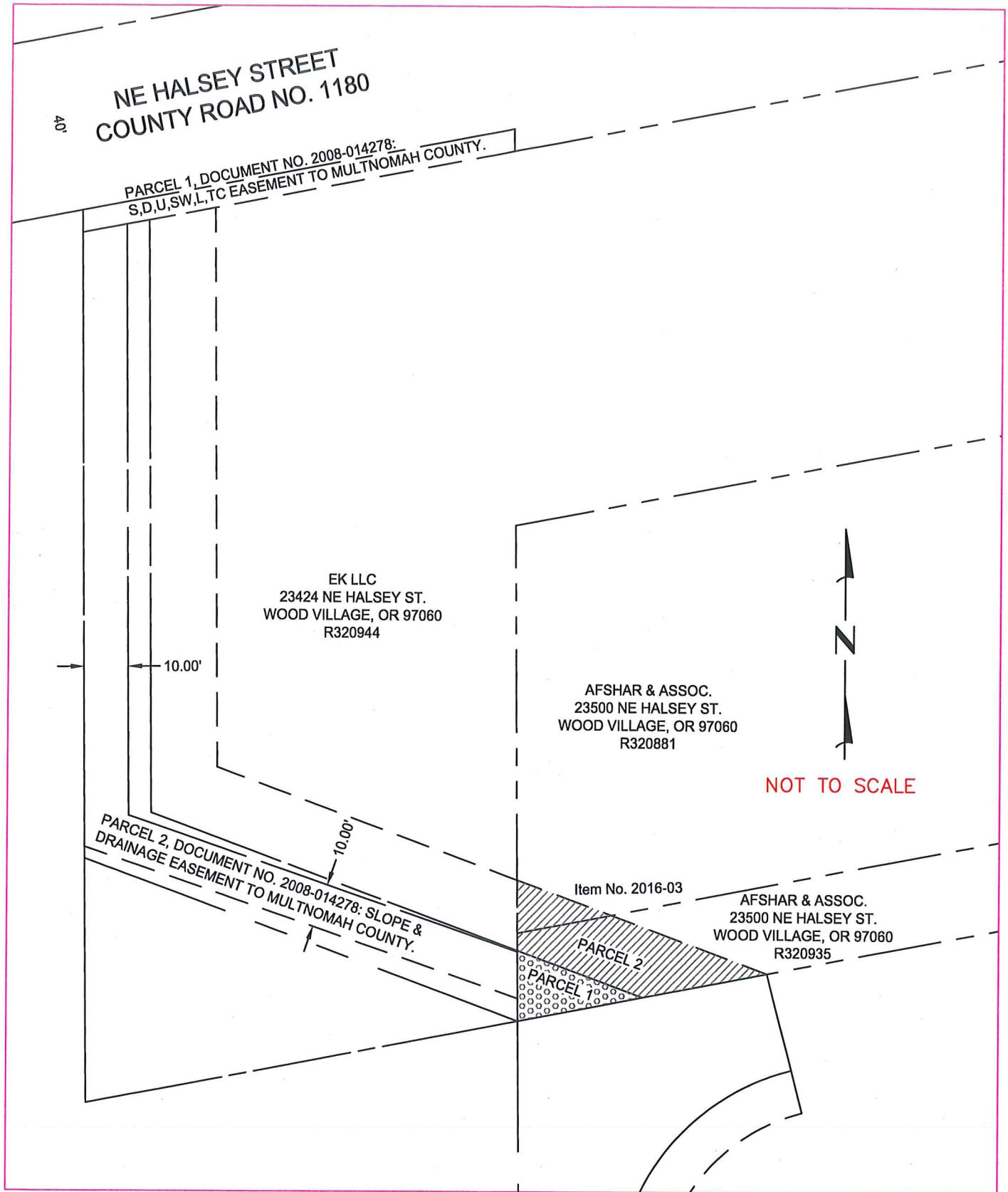
Containing 681 square feet more or less.



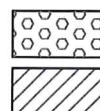
This legal description along with the basis of bearings thereof, was prepared based on that Survey recorded as Survey Number 62570, Multnomah County Survey Records.

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



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

original

Grantor:

Wood Village Baptist Church
c/o William Ehmann
23601 NE Arata Rd.
Troutdale, OR 97060-2817

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. 2015-08-02

EASEMENTS

Wood Village Baptist Church, an Oregon non-profit religious corporation successor by name change from First Baptist Church of Wood Village, Oregon, a corporation, "**Grantor**", grants to **MULTNOMAH COUNTY**, a Political Subdivision of the State of Oregon, "**Grantee**", the following easements:

1. 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 across and appurtenant to the real property being more particularly described in the attached Exhibit A ("Perpetual Easement"); and
2. Temporary easements, beginning on August 1, 2016 and expiring on August 31, 2018:
 - a. Parcel 2 for the purpose of accessing, laying down, installing, constructing, reconstructing, operating, inspecting, monitoring, and maintaining drainage facilities, installations and appurtenances through, under, across, over and along the following real property being more particularly described in the attached Exhibit A.
 - b. Parcels 3 and 4 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 real property being 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 ("Parcels 1-4", collectively the "Property"). During the temporary easement term, Grantor shall not grant or allow any uses or activities in Parcel 2, Parcel 3 or Parcel 4, 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 related to or resulting from the above granted easements in Parcel 2, Parcel 3 and Parcel 4 (the "Work") 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, Parcel 3 and Parcel 4.

The Perpetual Easement (Parcel 1) is granted to Grantee and its successors and assigns with jurisdictional authority over the Arata Road Right of Way. The Perpetual Easement shall run with the Property in perpetuity unless terminated solely by Grantee. In the event that this easement is no longer needed for a public purpose, Grantor may petition the County (or the successor Road Authority) to vacate this easement pursuant to ORS368.326 to 368.366, or applicable vacation proceeding of the successor Road Authority.

On August 31, 2018 at 12 AM, the temporary easements identified above in Parcel 2, Parcel 3 and Parcel 4 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 \$74,827.00

Dated this 16th day of November, 2016

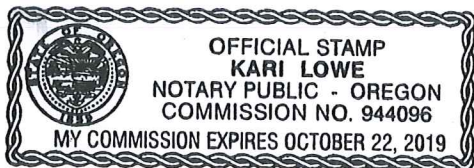
For Wood Village Baptist Church:



Craig Crandall, President

STATE OF OREGON)
) ss
County of Multnomah)

This instrument was acknowledged before me on November 16, 2016, by Craig Crandall, President of the Corporate Officers of Wood Village Baptist Church.





Notary Public for Oregon
My Commission Expires: 10/22/2019

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 23rd day of NOVEMBER, 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. 2015-08-02

Parcel 1: Permanent Easement For Drainage Facilities

A portion of that tract of land described in Warranty Deed (Corporation) to The First Baptist Church of Wood Village ("Baptist Church"), Oregon, a corporation, recorded on October 25, 1976 in Book 1135, Page 137, Multnomah County Deed Records (MCDR), 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 747.35 feet; thence N01°36'43"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 N00°51'30"E, a distance of 559.67 feet to a point of tangent curvature; thence along the arc of a 52.50 foot radius curve to the right, through a central angle of 76°11'47" (the long chord of which bears N38°57'24"E, 64.79 feet) an arc distance of 69.82 feet to a point of non-tangency; thence N12°56'43"W, a distance of 22.63 feet to a point on the South line of that tract of land described as "exchange tract" in Exhibit B of that Quitclaim Deed to Afshar and Associates, LLC, recorded on August 20, 2015 as Document No. 2015-107598, MCDR; thence S80°23'05"W, along said South line, a distance of 57.53 feet to the West line of said Baptist Church tract; thence S00°51'30"W, along said West line, a distance of 621.88 feet to the North right-of-way line of said NE Arata Road; thence S88°23'17"E, along said North right-of-way line, a distance of 22.00 feet to the point of beginning.

Containing 14,962 square feet more or less.

Exhibit A

NE Arata Rd.
County Road No. 730
Item No. 2015-08-02

Parcel 2: Temporary Construction Easement

A portion of that tract of land described in Warranty Deed (Corporation) to The First Baptist Church of Wood Village ("Baptist Church"), Oregon, a corporation, recorded on October 25, 1976 in Book 1135, Page 137, Multnomah County Deed Records (MCDR), 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 747.35 feet; thence N01°36'43"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 N00°51'30"E, a distance of 559.67 feet to a point of tangent curvature; thence along the arc of a 52.50 foot radius curve to the right, through a central angle of 76°11'47" (the long chord of which bears N38°57'24"E, 64.79 feet) an arc distance of 69.82 feet to a point of non-tangency; thence S12°56'43"E, a distance of 10.00 feet to a point of non-tangent curvature; thence along the arc of a 42.50 foot radius curve to the left, through a central angle of 76°11'47" (the long chord of which bears S38°57'24"W, 52.45 feet) an arc distance of 56.52 feet to a point of tangency; thence S00°51'30"W, a distance of 559.80 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 10.00 feet to the point of beginning.

Containing 6,229 square feet more or less.

Exhibit A

NE Arata Rd.
County Road No. 730
Item No. 2015-08-02

Parcel 3: Temporary Construction Easement

A portion of that tract of land described in Corporation Warranty Deed to The First Baptist Church of Wood Village, Oregon, a corporation, recorded on October 25, 1976 in Book 1135, Page 137, Multnomah County Deed 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 671.45 feet; thence N01°36'43"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°36'43"E, a distance of 24.50 feet; thence S88°23'17"E, parallel with the centerline of said NE Arata Road, a distance of 41.00 feet; thence S01°36'43"W, a distance of 24.50 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 41.00 feet to the point of beginning.

Containing 1,005 square feet more or less.

Exhibit A

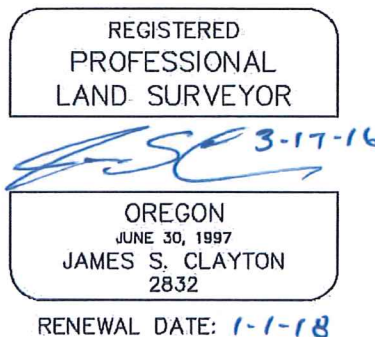
NE Arata Rd.
County Road No. 730
Item No. 2015-08-02

Parcel 4: Temporary Construction Easement

A portion of those tracts of land described in Warranty Deed (Corporation) to The First Baptist Church of Wood Village ("Baptist Church"), Oregon, a corporation, recorded on October 25, 1976 in Book 1135, Page 137; Warranty Deed recorded on July 29, 1966 in Book 518, Page 1602; and Bargain and Sale Deed recorded on September 24, 1954 in Book 1682, Page 313, Multnomah County Deed 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 504.41 feet; thence N01°36'43"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°36'43"E, a distance of 44.00 feet; thence S88°23'17"E, parallel with the centerline of said NE Arata Road, a distance of 85.00 feet; thence S01°36'43"W, a distance of 44.00 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 85.00 feet to the point of beginning.

Containing 3,740 square feet more or less.

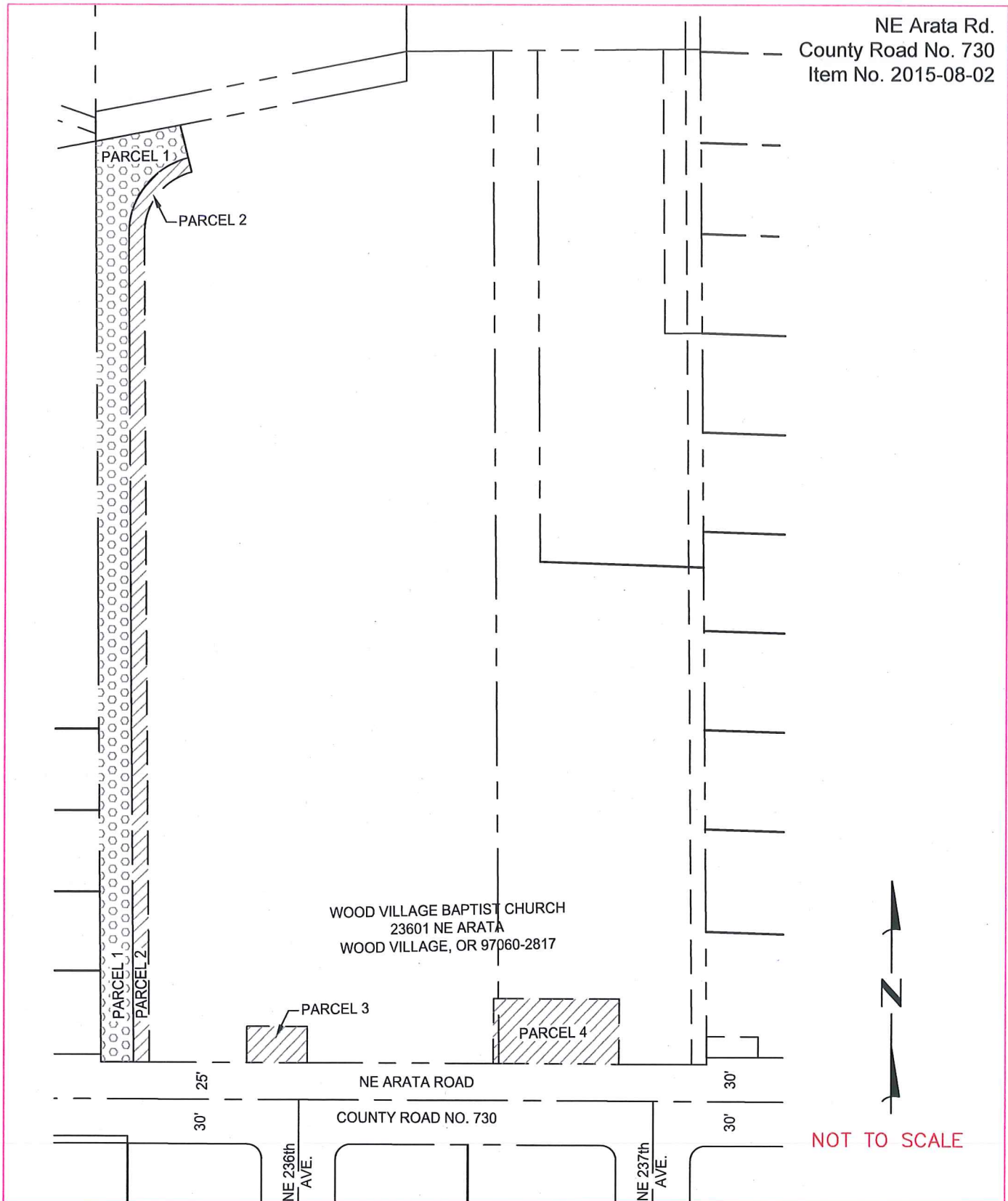


This legal description along with the basis of bearings thereof, was prepared based on that Survey recorded as Survey Number 64013, Multnomah County Survey Records.

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. 2015-08-02



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



TEMPORARY CONSTRUCTION EASEMENT



PERMANENT DRAINAGE FACILITY EASEMENT