

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON**

**RESOLUTION NO. 2019-090**

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 is a copy 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 24th day of October, 2019.**



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, Senior Assistant County Attorney

SUBMITTED BY: Jamie Waltz, Acting 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 Road  
County Road No. 730  
Item No. 2019-14

Multnomah County Official Records  
E Murray, Deputy Clerk

2019-030428



\$97.00

03/27/2019 11:25:26 AM

1R-EASEMT

Pgs=4 Stn=11 NORTONJ

\$20.00 \$11.00 \$60.00 \$6.00

## TEMPORARY CONSTRUCTION EASEMENTS

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 February 1, 2019 and expiring on January 31, 2020**) 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.

On January 31, 2020 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 \$1,000.00.

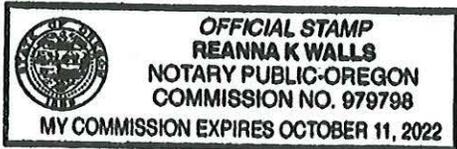
Dated this 5<sup>th</sup> day of March, 2019

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 March 5<sup>th</sup>, 2019, by John Charles Miner and Janice Louise Miner, as tenants by the entirety.



Reanna K Walls  
Notary Public for Oregon  
My Commission Expires: October 11<sup>th</sup>, 2022

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 21<sup>st</sup> day of MARCH, 2019

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 Road  
County Road No. 730  
Item No. 2019-14

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.

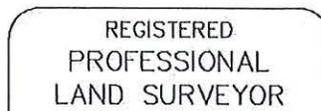
Containing 205 square feet more or less.

Parcel 2: Temporary Construction Easement

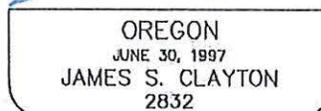
A portion Parcel 1, Partition Plat No. 2008-027, Multnomah County Plat Records, situated in the Southwest One-quarter of Section 27, Township 1 North, Range 3 East, W.M., City of Wood Village, Multnomah County, Oregon, more particularly described as follows:

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.



*James S. Clayton* 8-2-16



RENEWAL DATE: 1-1-18

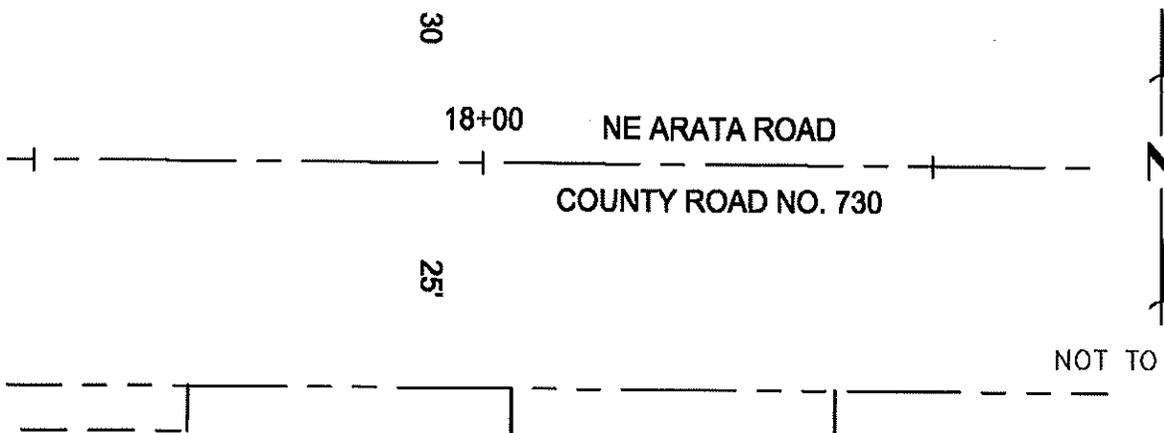
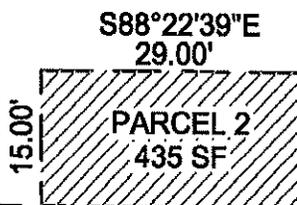
# EXHIBIT MAP

NE Arata Road  
County Road No. 730  
Item No. 2019-14

JOHN C. MINER &  
JANICE L. MINER  
22969 NE ARATA  
WOOD VILLAGE, OR 97060-2610  
R613938

PARTITION PLAT  
NO.2008-027  
PARCEL 1

PARTITION PLAT  
NO.2008-027  
PARCEL 2



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

*copy*  
**Grantor:**  
Poplar Mobile Manor LLC  
PO Box 820  
Sebastopol, CA 95473  
**After recording return to:**  
Grantee: Multnomah County; attn: Patrick Hinds  
Land Use & Transportation Division, Bldg. #425

NE Arata Road  
County Road No. 730  
Item No. 2019-07

Multnomah County Official Records  
E Murray, Deputy Clerk

2019-070756



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\$97.00

07/11/2019 11:28:37 AM

EASE-EASE

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\$20.00 \$11.00 \$60.00 \$6.00

### TEMPORARY CONSTRUCTION EASEMENT

Poplar Mobile Manor LLC, an Oregon limited liability company, "**Grantor**", grants to **MULTNOMAH COUNTY**, a Political Subdivision of the State of Oregon, "**Grantee**", a temporary easement (Beginning on September 1, 2018 and expiring on August 31, 2019) 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").

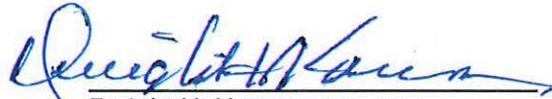
All Work performed or caused to be performed by Grantee in the easement area shall be constructed and installed in compliance with the Oregon Department of Transportation's "Oregon Standard Specifications for Construction", 2015 edition ("ODOT Specifications"); specifically the Work shall be performed 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, 2019 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 \$ 900.00

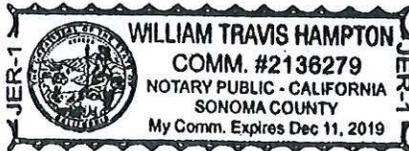
Dated this 19 day of June, 2019

For Poplar Mobile Manor LLC:

  
Dwight H. Kouns, manager

California  
STATE OF OREGON )  
WTH )  
Sonoma ) ss  
County of Multnomah )  
WTH )

This instrument was acknowledged before me on 19 June, 2019, by Dwight H. Kouns, manager of Poplar Mobile Manor LLC, an Oregon limited liability company.



  
Notary Public for Oregon California  
My Commission Expires: 12/11/2019

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 9th day of JULY, 2019

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

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

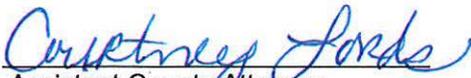
By:   
Assistant County Attorney

Exhibit A

Temporary Construction Easement

A portion of that tract of land described in Bargain and Sale Deed to Poplar Mobile Manor, LLC, an Oregon limited liability company, recorded as Document No. 97-185526, 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 258.37 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, being the Northeast corner of the West One-half of Lot 7, Wymore, Multnomah County Plat Records; thence S88°22'39"E, along said South right-of-way, a distance of 715 feet, more or less, to the Northeast corner of said "Poplar Mobile Manor" tract; thence southerly along the East line of said "Poplar Mobile Manor" tract, a distance of 0.5 feet, more or less, to the northerly face of a concrete wall; thence westerly, along the northerly face of said concrete wall, a distance of 596 feet, more or less, to a point which is adjacent to, when measured at right angles to, a point on said centerline of NE Arata Road which bears S88°22'39"E, a distance of 376.87 feet from said centerline intersection with NE 223<sup>rd</sup> Ave.; thence S01°37'21"W, a distance of 9.00 feet to a point 34.50 feet southerly of, when measured at right angles to, the centerline of said Arata Road; thence S22°24'50"W, a distance of 30.49 feet to a point that is 63.00 feet southerly of, when measured at right angles to, the centerline of said Arata Road; thence N88°22'39"W, parallel with said centerline, a distance of 18.00 feet; thence N19°47'39"W, a distance of 30.61 feet to a point that is 34.50 feet southerly of, when measured at right angles to, the centerline of said Arata Road; thence N01°37'21"E, a distance of 9.00 feet to the northerly face of a concrete wall; thence westerly, along the northerly face of said concrete wall, a distance of 78.5 feet, more or less, to the East line of the West One-half of said Lot 7; thence northerly along said West line, a distance of 0.5 feet, more or less, to the point of beginning.

Containing 1,544 square feet more or less.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*JSC* 5-4-15

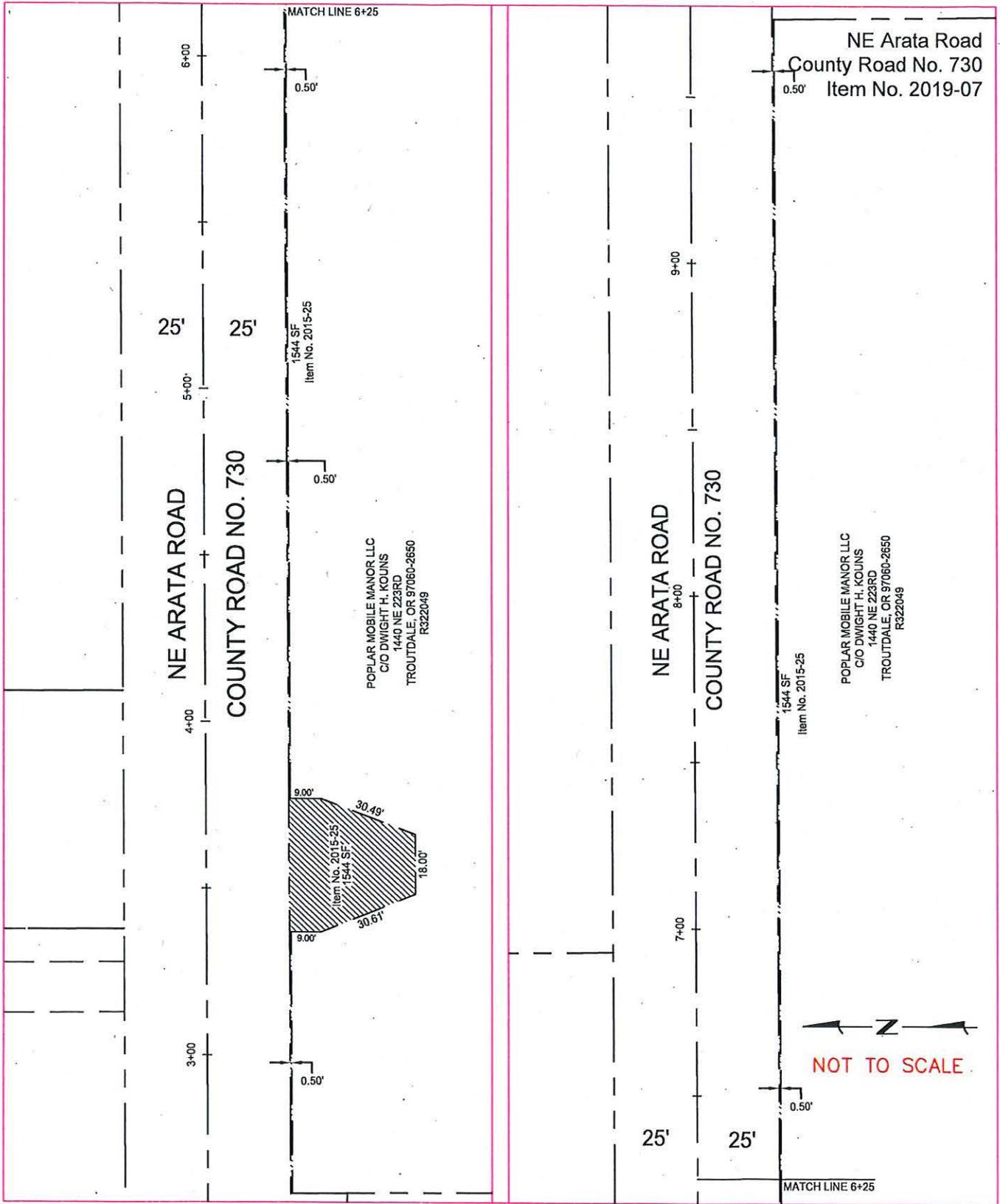
OREGON  
JUNE 30, 1997  
JAMES S. CLAYTON  
2832

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



 TEMPORARY CONSTRUCTION EASEMENT



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

Grantor:  
Wood Village Estates LLC  
%Steve W. Amick  
6875 SE Brigadoon St.  
Milwaukie, OR 97267-3267  
After recording return to:  
Grantee: Multnomah County; attn: Patrick Hinds  
Land Use & Transportation Division, Bldg. #425

NE Arata Road  
County Road No. 730  
Item No. 2019-22-02

Multnomah County Official Records  
E Murray, Deputy Clerk

2019-042710



\$97.00

04/30/2019 10:11:39 AM

EASE-EASE  
\$20.00 \$11.00 \$60.00 \$6.00

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### TEMPORARY CONSTRUCTION EASEMENTS

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 February 1, 2019 and expiring on January 31, 2020**) 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") except for damage caused directly by performance of 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 Road Project.

On January 31, 2020 at 12 AM, these temporary easements 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 \$500.00.

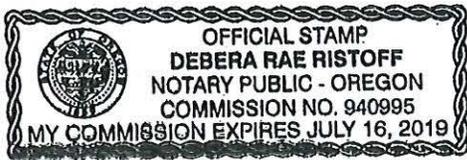
Dated this 22<sup>nd</sup> day of March, 2019

For Wood Village Estates, LLC:

Steve W. Amick, member

STATE OF OREGON            )  
  ) ss  
County of Multnomah        )

This instrument was acknowledged before me on March 22, 2019, by Steve W. Amick, member of Wood Village Estates, LLC, an Oregon limited liability company.



Notary Public for Oregon  
My Commission Expires: 7-16-19

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 18<sup>TH</sup> day of APRIL, 2019

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 Road  
County Road No. 730  
Item No. 2019-22-02

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.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*JSC* 5-4-15

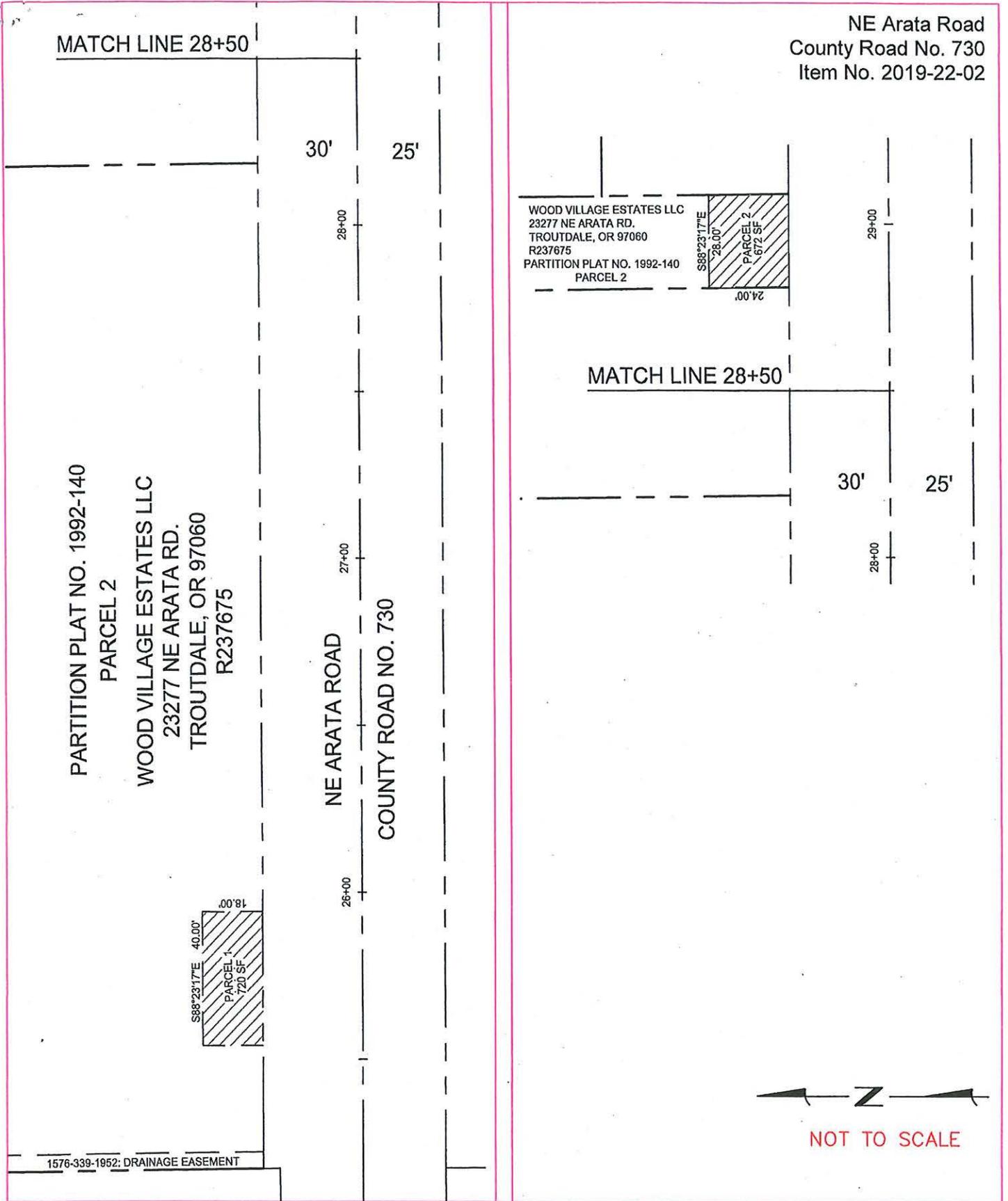
OREGON  
JUNE 30, 1997  
JAMES S. CLAYTON  
2832

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



TEMPORARY CONSTRUCTION EASEMENT



**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 Road  
County Road No. 730  
Item No. 2019-15

Multnomah County Official Records  
E Murray, Deputy Clerk

**2019-030430**



**\$97.00**

**03/27/2019 11:25:56 AM**

1R-EASEMT

Pgs=4 Stn=11 NORTONJ

\$20.00 \$11.00 \$60.00 \$6.00

**TEMPORARY CONSTRUCTION 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 February 1, 2019 and expiring on January 31, 2020**) 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.

On January 31, 2020 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 \$500.00.

Dated this 5<sup>th</sup> day of March, 2019

[Signature]  
John Charles Miner, trustee

[Signature]  
Janice Louise Miner, trustee

STATE OF OREGON            )  
  ) ss  
County of Multnomah        )

This record was acknowledged before me on March 5<sup>th</sup>, 2019, by John Charles Miner and Janice Louise Miner, Trustees under the Miner Family Trust dated September 16, 2010.



[Signature]  
Notary Public for Oregon  
My Commission Expires: October 11<sup>th</sup>, 2022

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 21<sup>st</sup> day of MARCH, 2019

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 Road  
County Road No. 730  
Item No. 2019-15

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.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*JSC* 8-2-16

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 Road  
County Road No. 730  
Item No. 2019-15

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

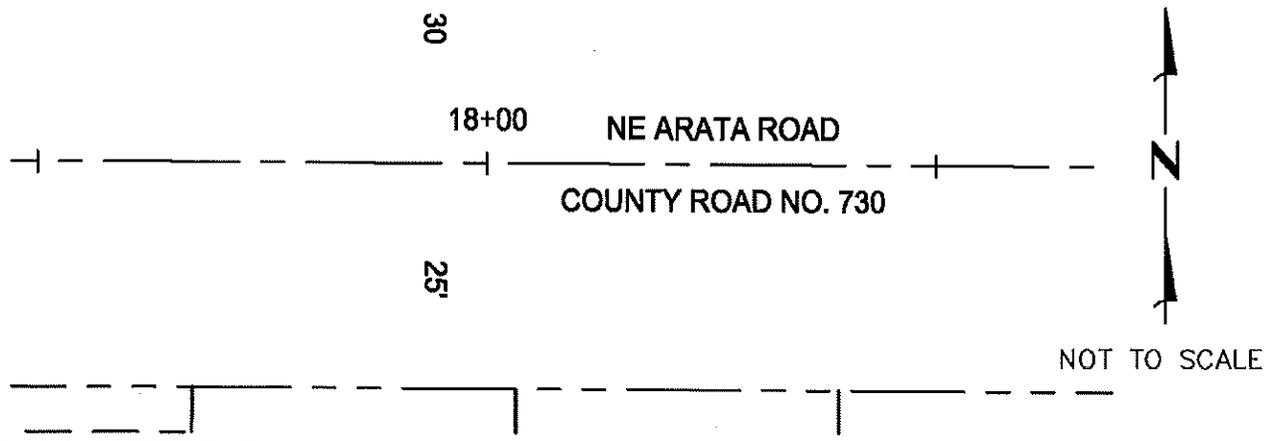
PARTITION PLAT  
NO.2008-027  
PARCEL 1

PARTITION PLAT  
NO.2008-027  
PARCEL 2

S88°22'39"E

15.00'

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:**  
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 Road  
County Road No. 730  
Item No. 2019-19

Multnomah County Official Records  
E Murray, Deputy Clerk

**2019-042713**



**\$97.00**

**04/30/2019 10:11:51 AM**

EASE-EASE

Pgs=4 Stn=11 MAYBERV

\$20.00 \$11.00 \$60.00 \$6.00

### TEMPORARY CONSTRUCTION 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 February 1, 2019 and expiring on January 31, 2020**) 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.



Exhibit A

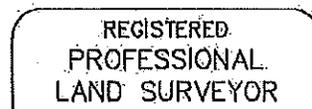
NE Arata Road  
County Road No. 730  
Item No. 2019-19

Temporary Construction Easement

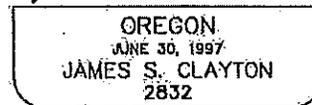
A portion of the general common area of East Village Condominium, Multnomah County Plat Records, situated in the Southwest One-quarter of Section 27, Township 1 North, Range 3 East, W.M., City of Wood Village, Multnomah County, Oregon, more particularly described as follows:

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.



*JSC 5-4-15*



RENEWAL DATE: *1-1-16*

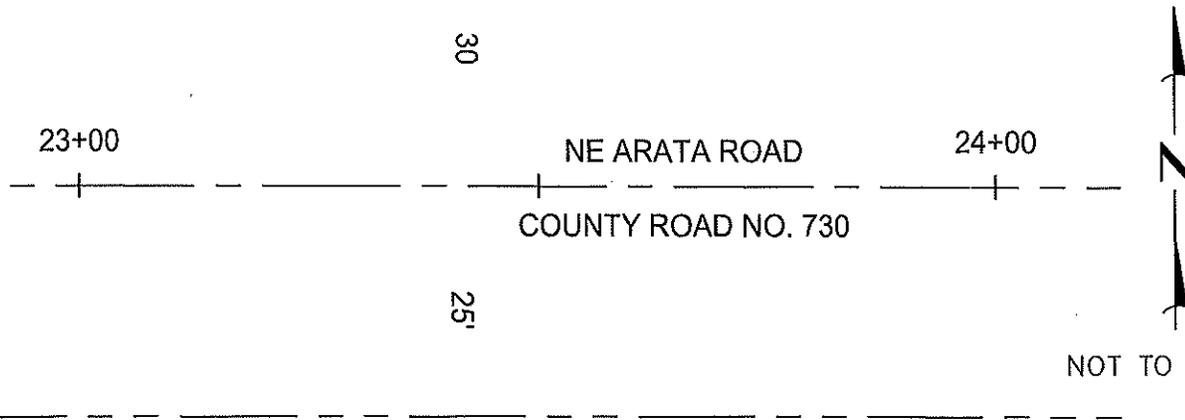
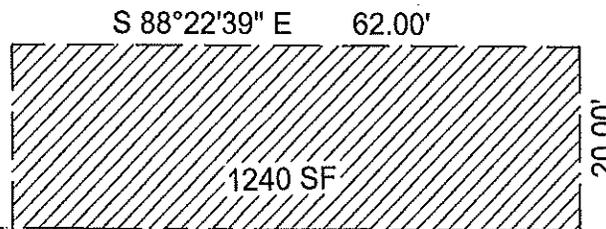
This legal description along with the basis of bearings thereof, was prepared based on that Survey recorded as Survey Number 64013, Multnomah County Survey Records.

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 Road  
County Road No. 730  
Item No. 2019-19

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



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

original

**Grantor:**  
Western Mobile Home Park Development Corp.  
c/o Jens C. Neilson  
19004 SE 15th St  
Vancouver, WA 98683  
**After recording return to:**  
Grantee: Multnomah County; Attn: Patrick Hinds  
Land Use & Transportation Division, Bldg. #425

NE Arata Road  
County Road No. 730  
Item No. 2019-12

Multnomah County Official Records  
E Murray, Deputy Clerk

2019-026915



\$102.00

03/18/2019 11:36:58 AM

1R-EASEMT  
\$25.00 \$11.00 \$60.00 \$6.00

Pgs=5 Stn=10 HENTGESB

**TEMPORARY CONSTRUCTION EASEMENTS**

**Western Mobile Home Park Development Corp.**, an Oregon corporation, "**Grantor**", grants to **MULTNOMAH COUNTY**, a Political Subdivision of the State of Oregon, "**Grantee**", Parcel 1 and Parcel 2, temporary easements (Beginning on February 1, 2019 and expiring on January 31, 2020) for the purpose of accessing, laying down, installing, constructing, reconstructing, operating, inspecting, monitoring, and maintaining a driveway, installations and appurtenances 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 ("Parcels 1-2" or collectively 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 related to or resulting from the above granted Parcels 1 & 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 Parcels 1 & 2.

5

On January 31, 2020 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 \$1,000.00.

Dated this 29 day of January, 2019

For Western Mobile Home Park Development Corp., an Oregon corporation:

Jens C. Nielsen  
Jens C. Nielsen, President

washington  
STATE OF OREGON )  
Clark ) ss  
County of ~~Multnomah~~ )

This instrument was acknowledged before me on January 29, 2019, by Jens C. Nielsen, President of Western Mobile Home Park Development Corp., an Oregon corporation.



Lauryn Hull  
Notary Public for Oregon washington  
My Commission Expires: 12/5/22

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 MARCH, 2019

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'

### Parcel 1: Temporary Construction Easement

A portion of Parcel I described in Quitclaim Deed to Western Mobile Home Park Development Corp., an Oregon corporation, recorded on May 12, 1977 in Book 1178, Page 6, 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 1218.97 feet; thence S01°36'43"W, a distance of 30.00 feet to the point of beginning of the herein described tract of land; thence S88°23'17"E, parallel with the centerline of said NE Arata Road, a distance of 113.00 feet; thence S01°36'43"W, a distance of 24.00 feet; thence N88°23'17"W, parallel with said centerline, a distance of 113.00 feet; thence N01°36'43"E, a distance of 24.00 feet to the point of beginning.

Containing 2,712 square feet more or less.

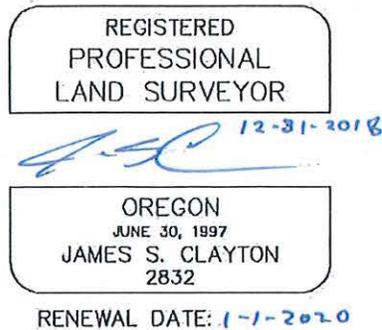
### Parcel 2: Temporary Construction Easement

A portion of Parcel I and Parcel IV described in Quitclaim Deed to Western Mobile Home Park Development Corp., an Oregon corporation, recorded on May 12, 1977 in Book 1178, Page 6, 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 893.71 feet; thence S01°36'43"W, a distance of 30.00 feet to the point of beginning of the herein described tract of land; thence S88°23'17"E, parallel with the centerline of said NE Arata Road, a distance

of 42.00 feet; thence S01°36'43"W, a distance of 12.00 feet; thence N88°23'17"W,  
parallel with said centerline, a distance of 42.00 feet; thence N01°36'43"E, a  
distance of 12.00 feet to the point of beginning.

Containing 504 square feet more or less.

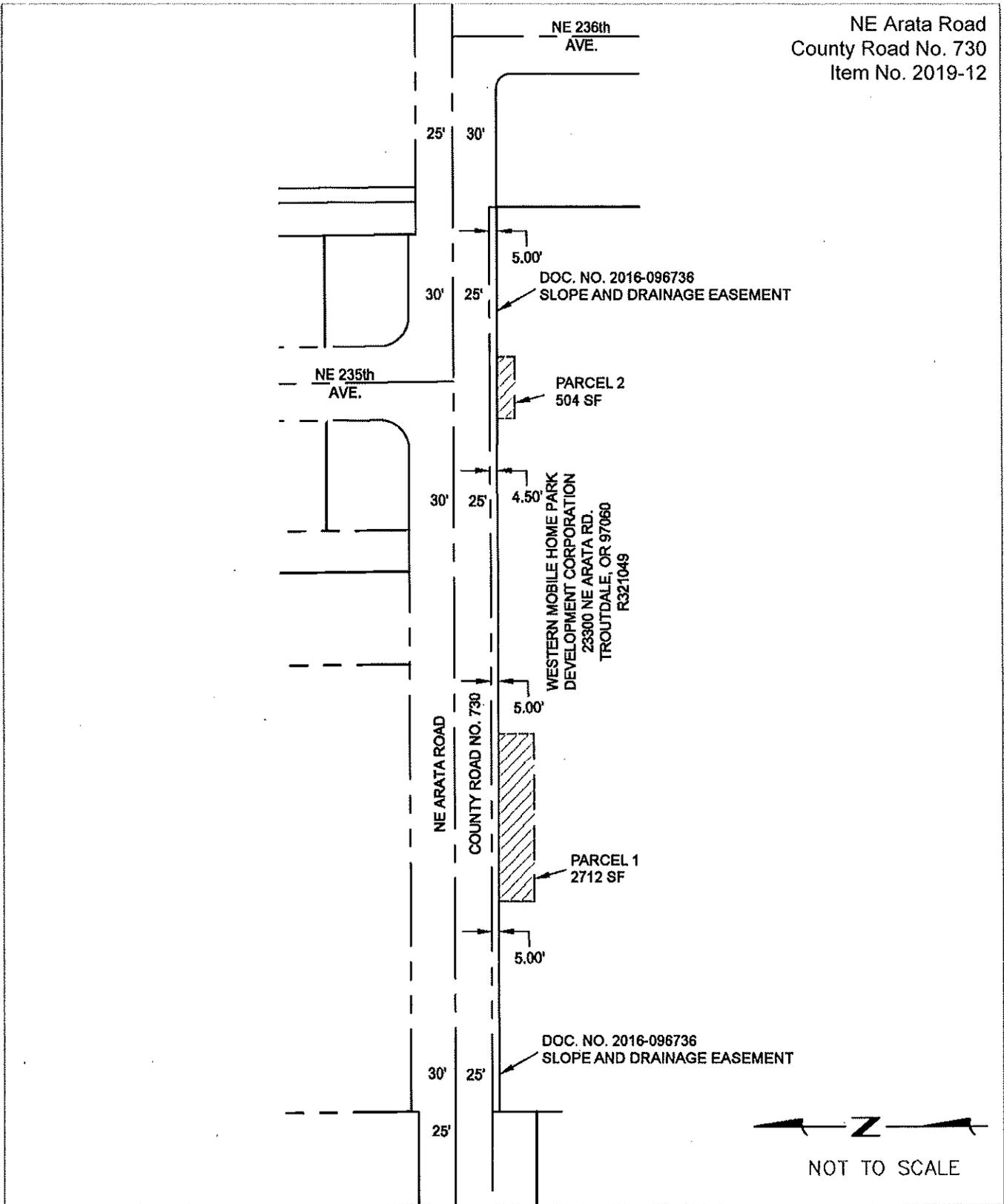


This legal description along with the basis of bearings thereof, was prepared based on that  
Survey recorded as Survey Number 64013, Multnomah County Survey Records.

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 Road  
County Road No. 730  
Item No. 2019-12



TEMPORARY CONSTRUCTION EASEMENT



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

**Grantor:**  
Aurel Matei Crisan  
23029 NE Arata Rd.  
Wood Village, OR 97060-2754

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

NE Arata Road  
County Road No. 730  
Item No. 2019-18

**Multnomah County Official Records**  
**E Murray, Deputy Clerk**

**2019-030434**



02277811201900304340040046

**\$97.00**

**03/27/2019 11:25:56 AM**

1R-EASEMT

Pgs=4 Stn=11 NORTONJ

\$20.00 \$11.00 \$60.00 \$6.00

### TEMPORARY CONSTRUCTION EASEMENT

Aurel Matei Crisan, "Grantor", grants to **MULTNOMAH COUNTY**, a Political Subdivision of the State of Oregon, "Grantee", a temporary easement (**Beginning on February 1, 2019 and expiring on January 31, 2020**) 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.

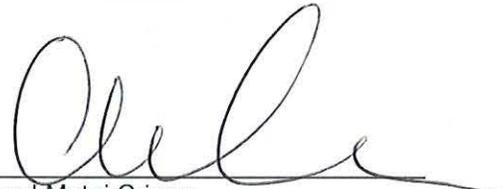
During the easement term, Grantee or Grantee's contractor shall not be responsible for the repair or replacement of any damage to the driveway, installations and appurtenances on the Property, (collectively referred to herein as "the Improvements").

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.

On January 31, 2020 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.

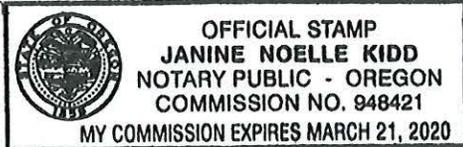
The true consideration paid for this grant stated in terms of dollars is \$500.00.

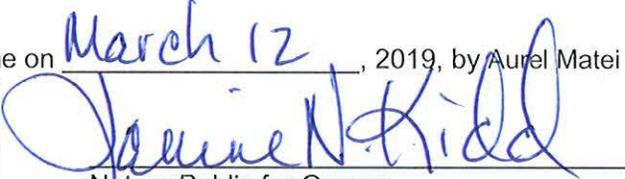
Dated this 12 day of March, 2019

  
Aurel Matei Crisan

STATE OF OREGON            )  
  ) ss  
County of Multnomah        )

This instrument was acknowledged before me on March 12, 2019, by Aurel Matei Crisan



  
Notary Public for Oregon  
My Commission Expires: 03-21-2020

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 21<sup>st</sup> day of MARCH, 2019

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

Temporary Construction Easement

A portion of that tract of land described in Special Warranty Deed to Eugene Raymond Geertz and Frances Rae Geertz, Trustees, or their successors in trust, under the Eugene Raymond Geertz and Frances Rae Geertz Trust, dated January 3, 2013, and any amendments thereto, recorded as Document No. 2013-015581, 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 1972.57 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 20.00 feet; thence S88°22'39"E, parallel with the centerline of said NE Arata Road, a distance of 48.00 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 48.00 feet to the point of beginning.

Containing 960 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

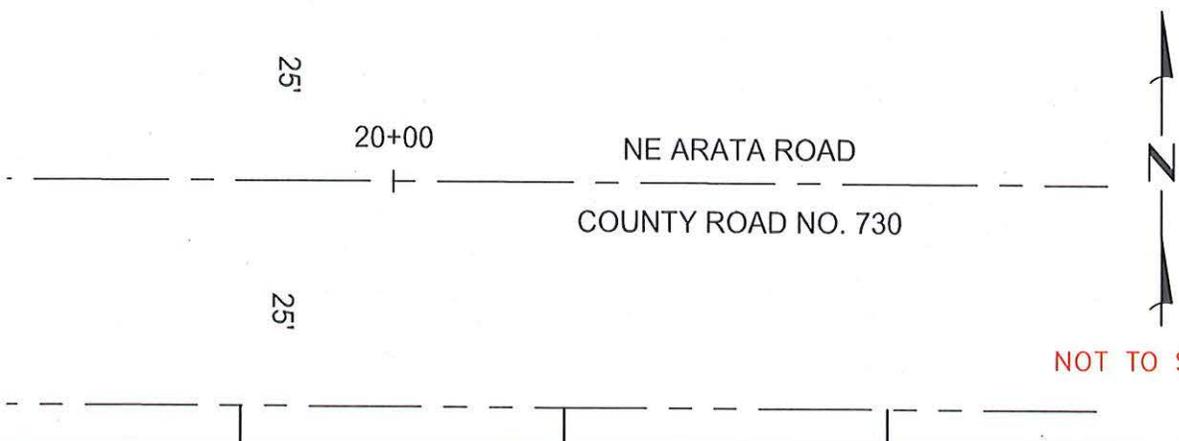
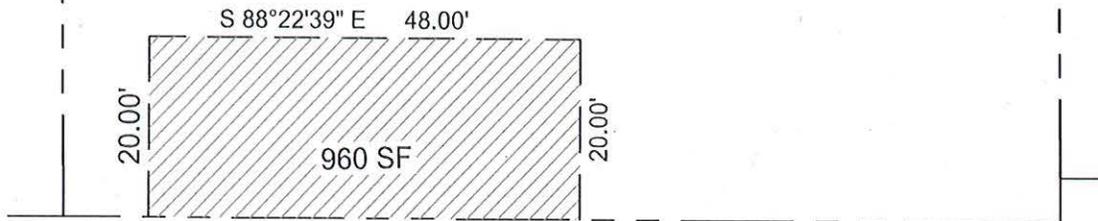
This legal description along with the basis of bearings thereof, was prepared based on that Survey recorded as Survey Number 64013, Multnomah County Survey Records.

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 Road  
County Road No. 730  
Item No. 2019-18

AUREL MATEI CRISAN  
23029 NE ARATA RD.  
TROUTDALE, OR 97060-2754  
R320885



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

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

NE Arata Road  
County Road No. 730  
Item No. 2019-25

Multnomah County Official Records  
E Murray, Deputy Clerk

2019-030433



02277810201900304330040049

\$97.00

03/27/2019 11:25:56 AM

1R-EASEMT

Pgs=4 Stn=11 NORTONJ

\$20.00 \$11.00 \$60.00 \$6.00

### TEMPORARY CONSTRUCTION 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 February 1, 2019 and expiring on January 31, 2020) 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").

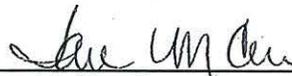
All Work performed or caused to be performed by Grantee in the easement area shall be constructed and installed in compliance with the Oregon Department of Transportation's "Oregon Standard Specifications for Construction", 2015 edition ("ODOT Specifications"); specifically the Work shall be performed 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.

On January 31, 2020 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 \$500.

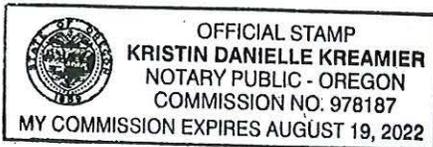
Dated this 21<sup>st</sup> day of February, 2019

  
Patrick W. Cousins

  
Jan M. Cousins

STATE OF OREGON            )  
  ) ss  
County of Multnomah        )

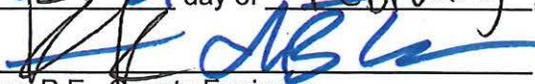
This record was acknowledged before me on 21<sup>st</sup>, February, 2019, by Patrick W. Cousins and Jan M. Cousins.



  
Notary Public for Oregon  
My Commission Expires: Aug 19, 2022

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 ~~21~~ 21<sup>st</sup> day of ~~February~~ March, 2019

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

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

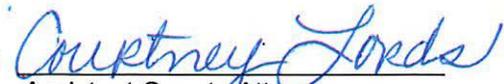
By:   
Assistant County Attorney

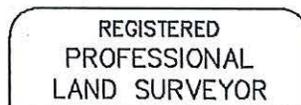
Exhibit A

Temporary Construction Easement

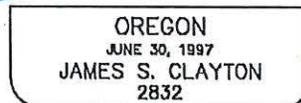
A portion of Lot 10, Block 2, Wood Village, Multnomah County Plat Records, situated in the Southeast One-quarter of Section 27, Township 1 North, Range 3 East, W.M., City of Wood Village, Multnomah County, Oregon, more particularly described as follows:

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.



*JSC* 9-18-15



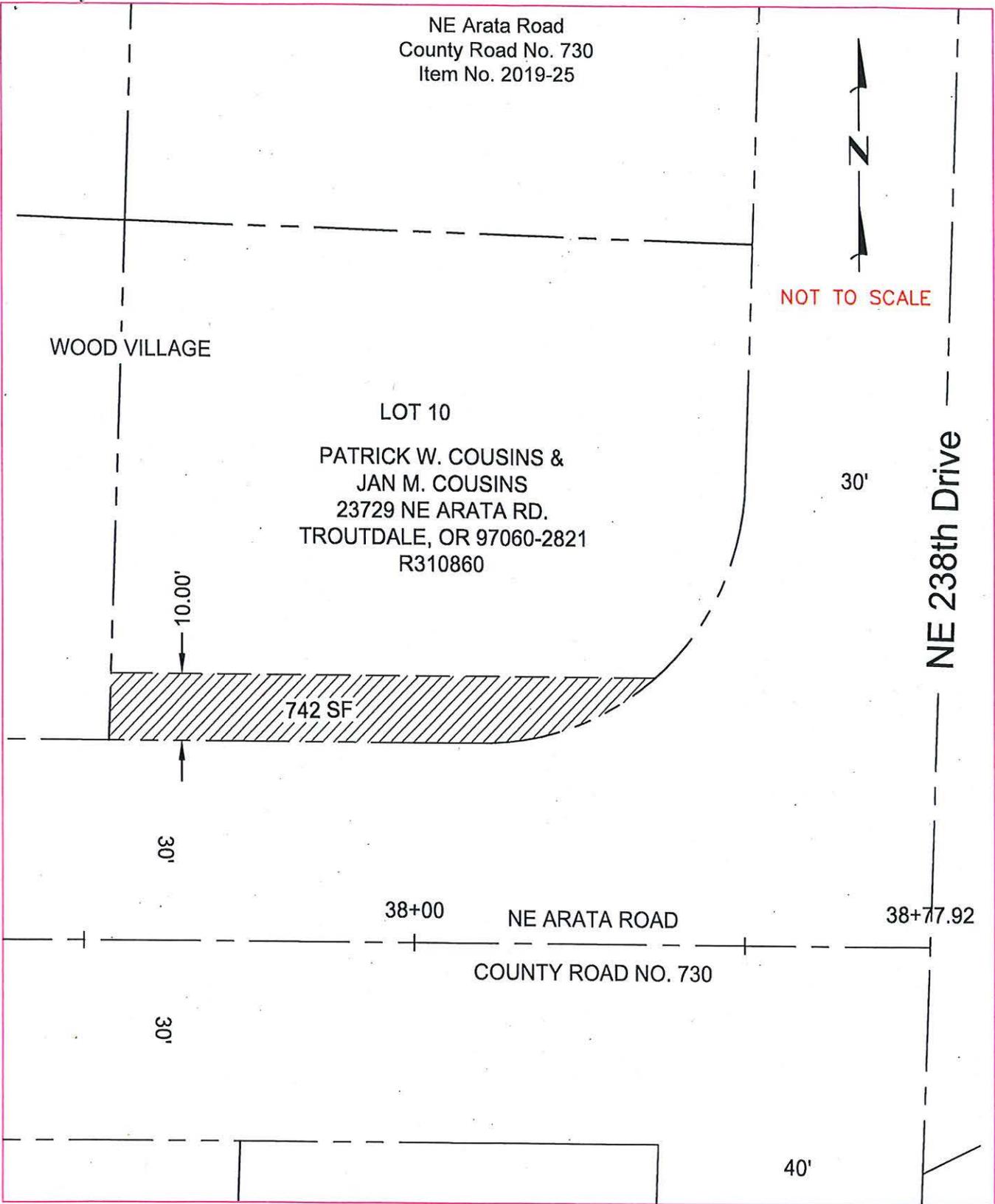
RENEWAL DATE: 1-1-16

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 Road  
County Road No. 730  
Item No. 2019-25



TEMPORARY CONSTRUCTION EASEMENT



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

**Grantor:**  
Trent Fisher  
23311 NE Arata Road  
Wood Village, OR 97060-2703

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

NE Arata Road  
County Road No. 730  
Item No. 2019-23

Multnomah County Official Records  
E Murray, Deputy Clerk

**2019-030432**



02277809201900304320040044

**\$97.00**

**03/27/2019 11:25:56 AM**

1R-EASEMT

Pgs=4 Stn=11 NORTONJ

\$20.00 \$11.00 \$60.00 \$6.00

### TEMPORARY CONSTRUCTION EASEMENT

Trent Fisher, "**Grantor**", grants to **MULTNOMAH COUNTY**, a Political Subdivision of the State of Oregon, "**Grantee**", a temporary easement (**Beginning on February 1, 2019 and expiring on January 31, 2020**) 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.

On January 31, 2020 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.

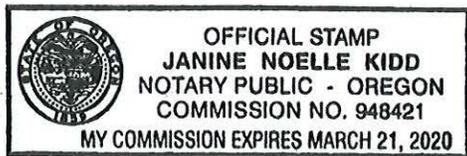
The true consideration paid for this grant stated in terms of dollars is \$500.00.

Dated this 14 day of MARCH, 2019

Trent Fisher  
Trent Fisher

STATE OF OREGON )  
 ) ss  
County of Multnomah )

This instrument was acknowledged before me on March 14, 2019, by Trent Fisher.



Janine Noelle Kidd  
Notary Public for Oregon  
My Commission Expires: 03-21-2020

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 21st day of MARCH, 2019

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 Leeds  
Assistant County Attorney

Exhibit A

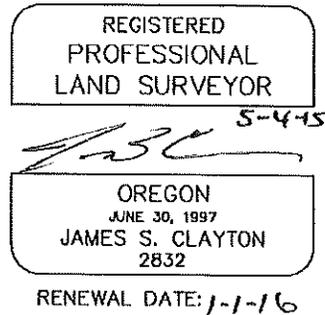
NE Arata Road  
County Road No. 730  
Item No. 2019-23

Temporary Construction Easement

A portion of Parcel 1, 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 1 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 westerly of a line that is 34.00 feet easterly of and parallel with the West line of said Parcel 1.

Containing 816 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.

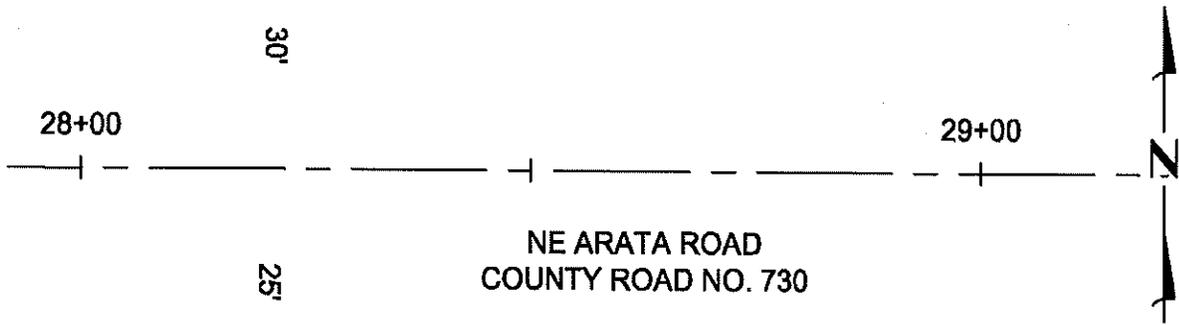
As shown on the attached EXHIBIT MAP, herein made a part of this document. In the event of a conflict or discrepancy between the map as shown on the EXHIBIT MAP and the written legal description, the written legal description shall prevail.

EXHIBIT MAP

NE Arata Road  
County Road No. 730  
Item No. 2019-23

TRENT FISHER  
23311 NE ARATA RD.  
WOOD VILLAGE, OR 97060-2703  
R237674

PARCEL 1  
PARTITION PLAT NO. 1992-140



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:**  
Jennifer O'Brien *Dahlenburg*  
Jacob Dahlenburg  
23621 NE Arata Rd  
Wood Village, OR 97060-2817  
**After recording return to:**  
Grantee: Multnomah County; attn: Patrick Hinds  
Land Use & Transportation Division, Bldg. #425

NE Arata Road  
County Road No. 730  
Item No. 2019-24

Multnomah County Official Records  
E Murray, Deputy Clerk

2019-026916



\$97.00

03/18/2019 11:37:25 AM

1R-EASEMT

Pgs=4 Stn=10 HENTGESB

\$20.00 \$11.00 \$60.00 \$6.00

### TEMPORARY EASEMENT

*Dahlenburg*  
Jennifer O'Brien and Jacob Dahlenburg, "Grantor", grants to **MULTNOMAH COUNTY**, a Political Subdivision of the State of Oregon, "Grantee", a temporary easement (**Beginning on February 1, 2019 and expiring on January 31, 2020**) 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.

On January 31, 2020 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 \$500.00.

Dated this 19th day of February, 2019

  
Jennifer O'Brien Dahlenburg

  
Jacob Dahlenburg

STATE OF OREGON            )  
  ) ss  
County of Multnomah        )

This instrument was acknowledged before me on February 19th, 2019, by Jennifer O'Brien and Jacob Dahlenburg.  
Dahlenburg



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 12th day of MARCH, 2019

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

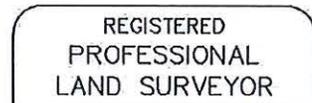
Exhibit A

Temporary Construction Easement

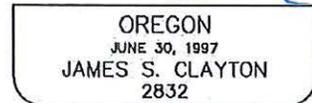
A portion of Lot 17, Block 1, Wood Village, Multnomah County Plat Records, situated in the Southeast One-quarter of Section 27, Township 1 North, Range 3 East, W.M., City of Wood Village, Multnomah County, Oregon, more particularly described as follows:

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 325.77 feet; thence N01°36'43"E, a distance of 30.00 feet to the North right-of-way line of said NE Arata Road; thence N01°36'43"E, a distance of 14.00 feet; thence N88°23'17"W, parallel with the centerline of said NE Arata Road, a distance of 35.00 feet more or less to the West line of said Lot 17; thence southerly, along the West line of said Lot 17, a distance of 14.00 feet to the Southwest corner of said Lot 17 and 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 35.00 feet more or less to the point of beginning.

Containing 490 square feet more or less.



*James S. Clayton* 5-4-15



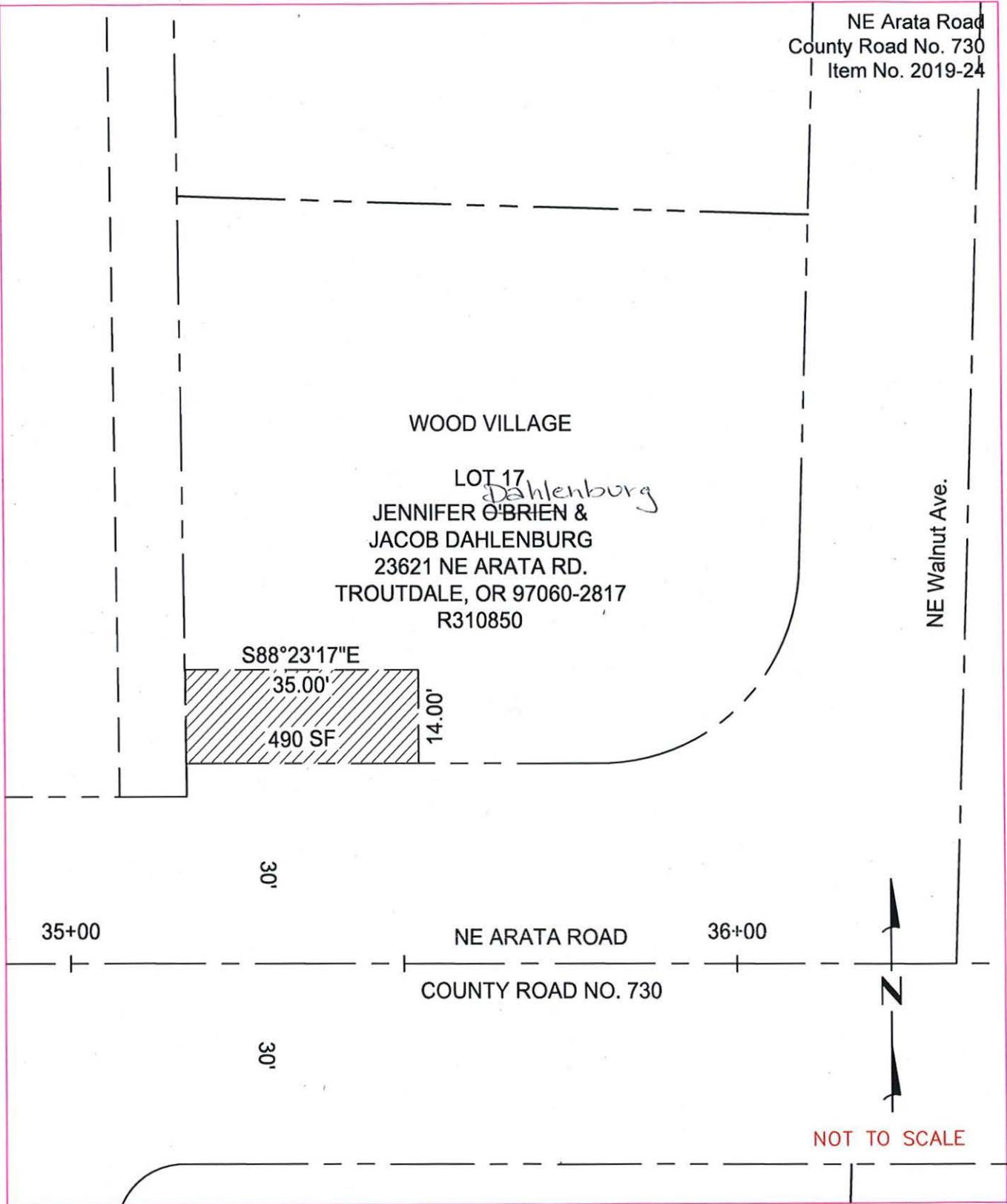
RENEWAL DATE: 1-1-16

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 Road  
County Road No. 730  
Item No. 2019-24



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:**  
Tyler Watson  
Megan Watson  
23009 NE Arata Road  
Wood Village, OR 97060-2701

**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. 2019-17

Multnomah County Official Records  
E Murray, Deputy Clerk

2019-026919



02273045201900269190040049

\$97.00

03/18/2019 11:38:30 AM

1R-EASEMT  
\$20.00 \$11.00 \$60.00 \$6.00

Pgs=4 Stn=10 HENTGESB

### TEMPORARY CONSTRUCTION EASEMENTS

Tyler Watson and Megan Watson, who acquired title as Megan Althaus, "**Grantor**", grants to **MULTNOMAH COUNTY**, a Political Subdivision of the State of Oregon, "**Grantee**", Parcel 1 and Parcel 2, temporary easements (**Beginning on February 1, 2019 and expiring on January 31, 2020**) for the purpose of accessing, laying down, installing, constructing, reconstructing, operating, inspecting, monitoring, and maintaining a driveway, installations and appurtenances 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").

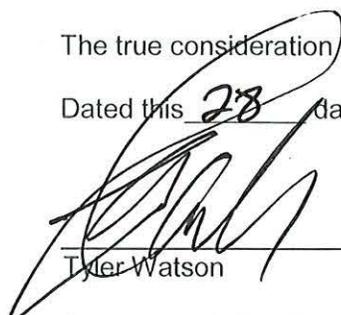
All Work performed or caused to be performed by Grantee in the easement area shall be constructed and installed in compliance with the Oregon Department of Transportation's "Oregon Standard Specifications for Construction", 2015 edition ("ODOT Specifications"); specifically the Work shall be performed 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.

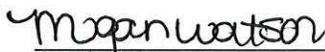
4

On January 31, 2020 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 \$500.00.

Dated this 28 day of FEBRUARY, 2019

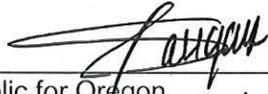
  
Tyler Watson

  
Megan Watson

STATE OF OREGON            )  
  ) ss  
County of Multnomah        )

This instrument was acknowledged before me on 02/28, 2019, by Tyler Watson and Megan Watson.



  
Notary Public for Oregon  
My Commission Expires: 08/06/2019

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 12<sup>TH</sup> day of MARCH, 2019

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

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

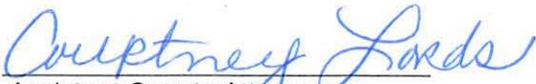
By:   
Assistant County Attorney

Exhibit A

Parcel 1: Temporary Construction Easement

A portion of Parcel 1, Partition Plat No. 1996-187, 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 53.50 feet northerly of and parallel with the centerline of NE Arata Road, County Road No. 730 and westerly of a line that is 15.00 feet easterly of and parallel with the West line of said Parcel 1.

Containing 428 square feet more or less.

Parcel 2: Temporary Construction Easement

A portion Parcel 1, Partition Plat No. 1996-187, 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 1933.00 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 N15°06'27"E, a distance of 20.57 feet to a point 45.00 feet northerly of, when measured at right angles to, the centerline of said NE Arata Road; thence S88°22'39"E, parallel with the centerline of said NE Arata Road, a distance of 25.00 feet, more or less, to the East line of said Parcel 1; thence southerly, along said East line, 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 30.00 feet, more or less, to the point of beginning.

Containing 550 square feet more or less.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*James S. Clayton* 10-14-15

OREGON  
JUNE 30, 1997  
JAMES S. CLAYTON  
2832

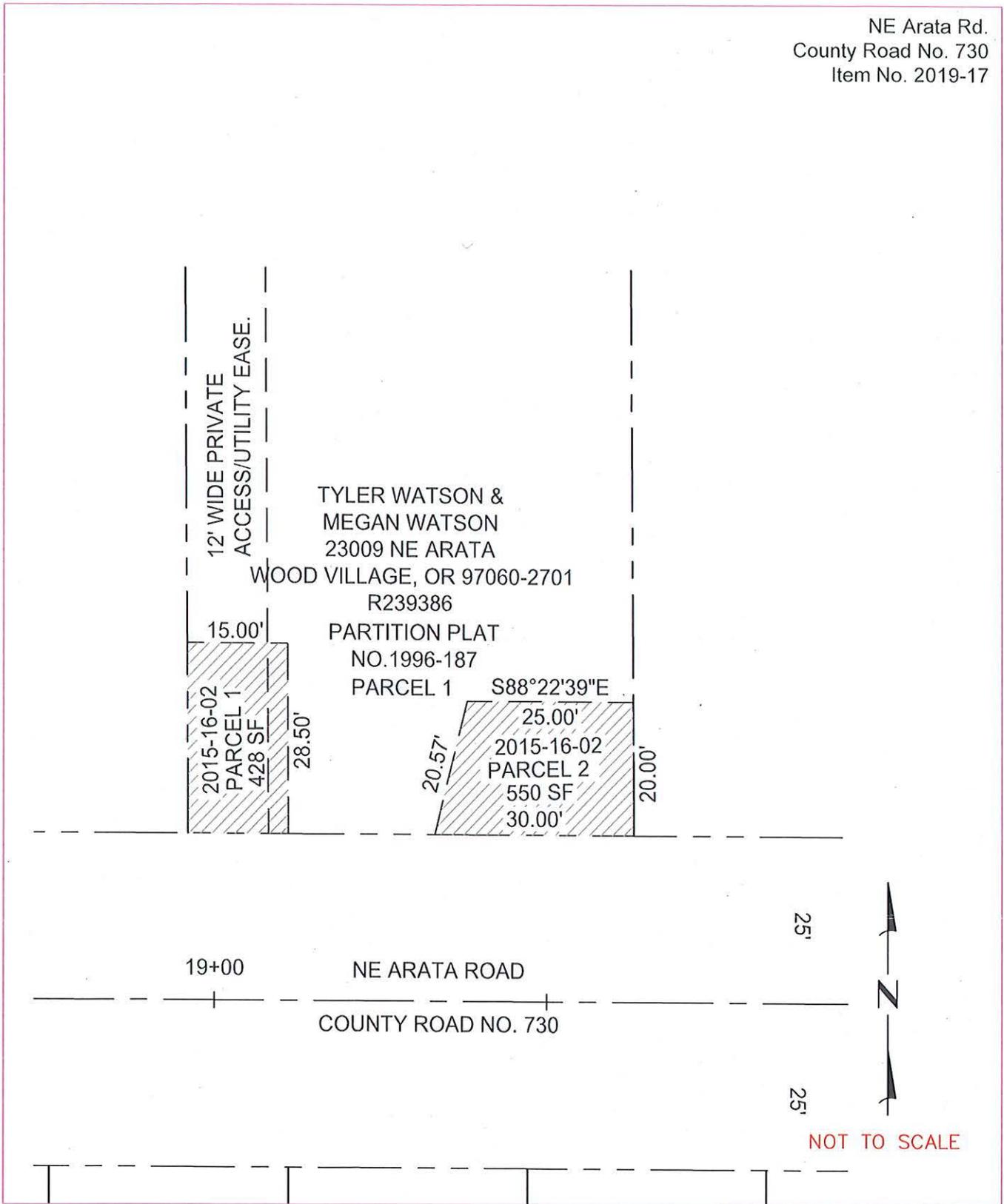
RENEWAL DATE: 1-1-16

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. 2019-17



 TEMPORARY CONSTRUCTION EASEMENT



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

**Grantor:**  
Latha Pogula  
23143 NE Arata Rd., #D  
Wood Village, OR 97060-2769

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

NE Arata Road  
County Road No. 730  
Item No. 2019-20

Multnomah County Official Records  
E Murray, Deputy Clerk

2019-026917



02273042201900269170040046

\$97.00

03/18/2019 11:37:58 AM

1R-EASEMT

Pgs=4 Stn=10 HENTGESB

\$20.00 \$11.00 \$60.00 \$6.00

### TEMPORARY CONSTRUCTION EASEMENT

Latha Pogula, "**Grantor**", grants to **MULTNOMAH COUNTY**, a Political Subdivision of the State of Oregon, "**Grantee**", a temporary easement (**Beginning on February 1, 2019 and expiring on January 31, 2020**) 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.

H

On January 31, 2020 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 \$500.00.

Dated this 22<sup>nd</sup> day of February, 2019

*Pvshye*  
Latha Pogula

STATE OF OREGON            )  
  ) ss  
County of Multnomah        )

Clackamas

This record was acknowledged before me on February 22, 2019, by Latha Pogula.



*[Signature]*  
Notary Public for Oregon  
My Commission Expires: 06/14/2019

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 12<sup>TH</sup> day of MARCH, 2019

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

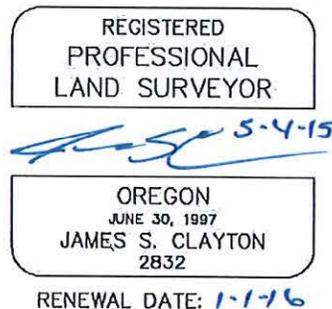
Exhibit A

Temporary Construction Easement

A portion of that tract of land described in Statutory Warranty Deed to Joan M. Harper ("Harper"), as Trustee of the Joan M. Harper Revocable Living Trust, dated July 8, 2004, recorded as Document No. 2013-096792, 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:

That portion of said Harper tract that lies southerly of a line that is 40.00 feet northerly of and parallel with the centerline of said NE Arata Road, County Road No. 730.

Containing 376 square feet more or less.

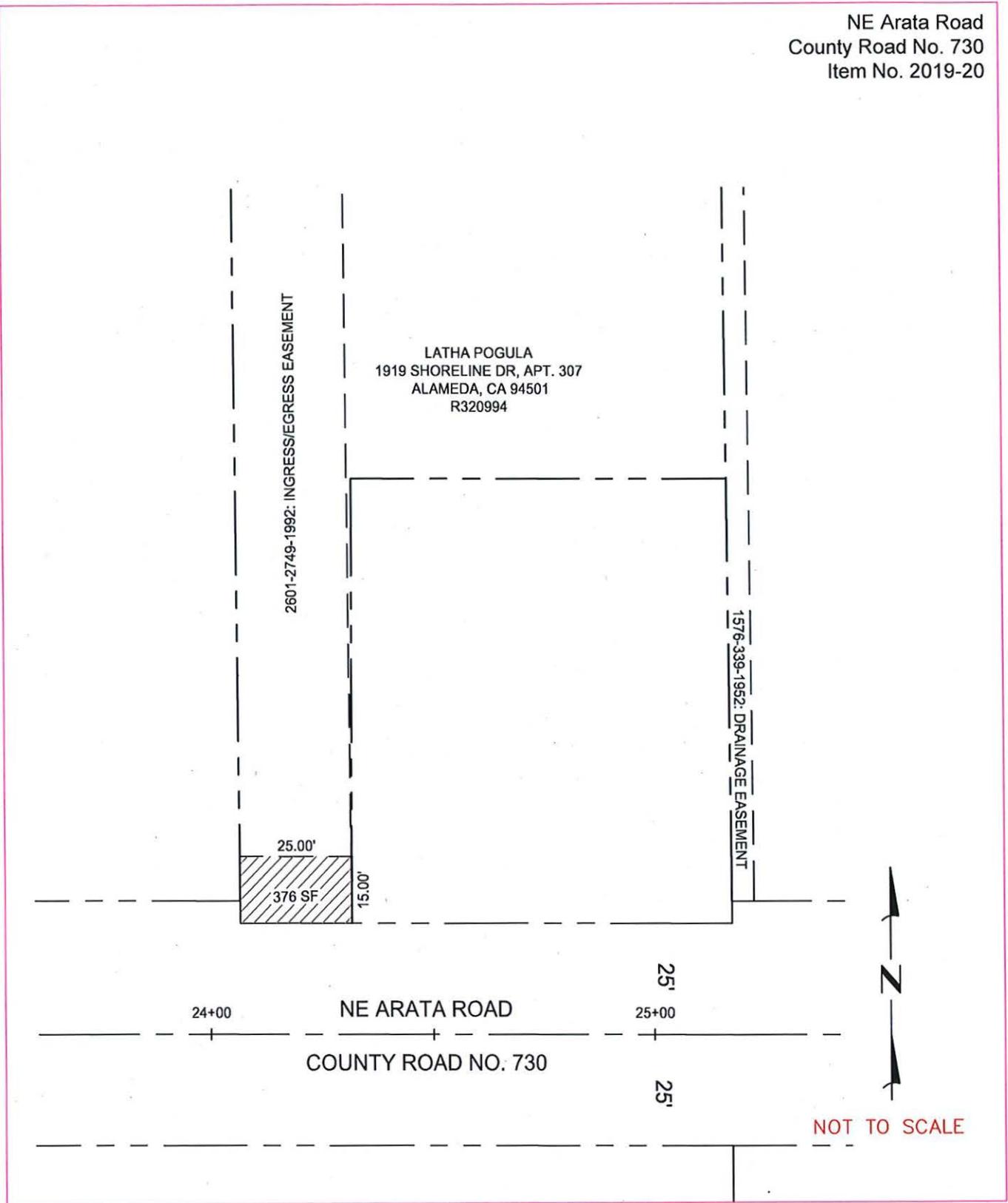


This legal description along with the basis of bearings thereof, was prepared based on that Survey recorded as Survey Number 64013, Multnomah County Survey Records.

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 Road  
County Road No. 730  
Item No. 2019-20



 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

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

NE Arata Road  
County Road No. 730  
Item No. 2019-10

Multnomah County Official Records  
E Murray, Deputy Clerk

2019-026921



02273046201900269210040044

\$97.00

03/18/2019 11:38:58 AM

1R-EASEMT  
\$20.00 \$11.00 \$60.00 \$6.00

Pgs=4 Stn=10 HENTGESB

### TEMPORARY CONSTRUCTION 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 September 1, 2018 and expiring on August 31, 2019**) 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.

4



Exhibit A

NE Arata Road  
County Road No. 730  
Item No. 2019-10

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.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*James S. Clayton* 5.4.15

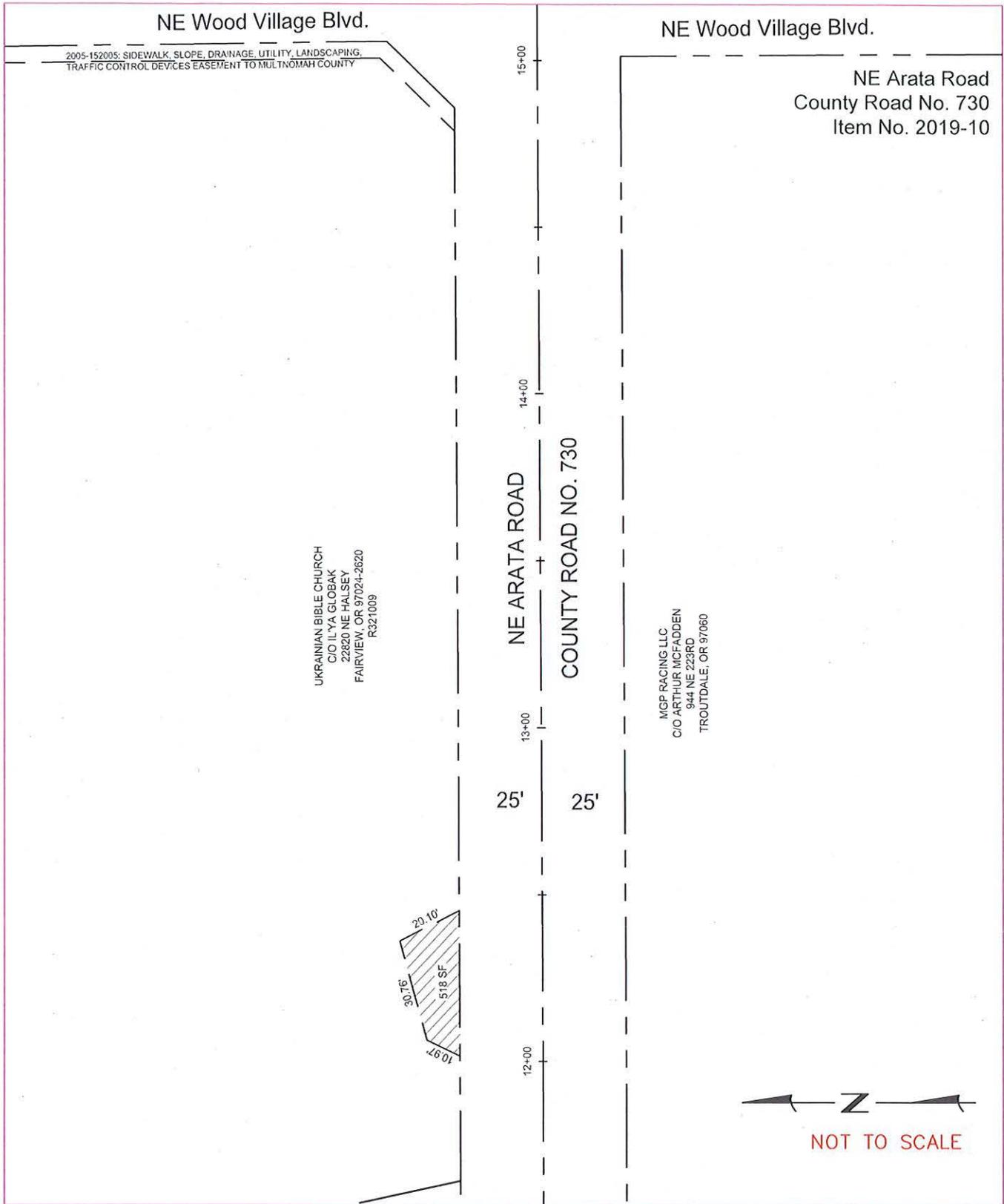
OREGON  
JUNE 30, 1997  
JAMES S. CLAYTON  
2832

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



TEMPORARY CONSTRUCTION EASEMENT



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

**Grantors:**

John A. (Sr) & Roberta P. Thede  
John D. Stewart III  
2914 SE 136<sup>th</sup> Ave.  
Portland, OR 97236-2810

**After recording return to:**

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

NE Arata Road  
County Road No. 730  
Item No. 2019-16-02

Multnomah County Official Records  
E Murray, Deputy Clerk

**2019-030429**



02277806201900304290050059

**\$102.00**

**03/27/2019 11:25:32 AM**

1R-EASEMT

Pgs=5 Stn=11 NORTONJ

\$25.00 \$11.00 \$60.00 \$6.00

**TEMPORARY CONSTRUCTION EASEMENT**

John A. Thede, SR. and Roberta P. Thede; and John D. Stewart III, "Grantors", grant to **MULTNOMAH COUNTY**, a Political Subdivision of the State of Oregon, "Grantee", a temporary easement (**Beginning on February 1, 2019 and expiring on January 31, 2020**) for the purpose of accessing, laying down, installing, constructing, reconstructing, operating, inspecting, monitoring, and maintaining a driveway, installations and appurtenances through, under, across, over and along the following described real property:

**See the attached Exhibit A.**

Grantors represent and warrant that Grantors have the authority to grant this temporary easement of the property described in Exhibit A (the "Property"). During the easement term, Grantors 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.

Grantors represent that to the best of Grantors' knowledge, after appropriate inquiry under the circumstances:

1. The Property is in compliance with all local, State and Federal environmental laws and regulations.
2. Grantors have 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 Grantors are 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.

On January 31, 2020 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 \$500.00.

Dated this 8<sup>th</sup> day of March, 2019

**GRANTORS:**

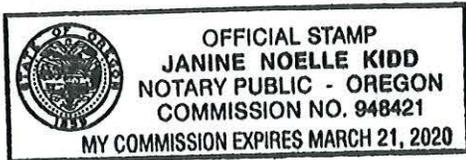
[Signature]  
John A. Thede, SR.

[Signature]  
Roberta P. Thede

STATE OF OREGON            )  
  ) ss  
County of Multnomah        )

This record was acknowledged before me on March 8<sup>th</sup>, 2019, by John A. Thede, SR. and Roberta P. Thede.

[Signature]  
Notary Public for Oregon  
My Commission Expires: 03-21-2020



STATE OF OREGON            )  
  ) ss  
County of Multnomah        )

**GRANTOR:**

[Signature]  
John D. Stewart III

This record was acknowledged before me on 3/1/19, 2019, by John D. Stewart III.

[Signature]  
Notary Public for Oregon  
My Commission Expires: 10/22/19



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 21<sup>st</sup> day of MARCH, 2019

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

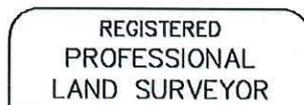
Exhibit A

Temporary Construction Easement

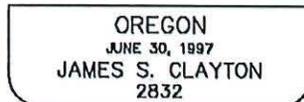
A portion of Parcel 2, Partition Plat No. 1996-187, Multnomah County Plat Records, situated in the Southwest One-quarter of Section 27, Township 1 North, Range 3 East, W.M., City of Wood Village, Multnomah County, Oregon, more particularly described as follows:

That portion of said Parcel 2 that lies southerly of a line that is 53.50 feet northerly of and parallel with the centerline of NE Arata Road, County Road No. 730 and easterly of a line that is 11.00 feet westerly of and parallel with the East line of said Parcel 2.

Containing 314 square feet more or less.



*JSC* 10-14-15



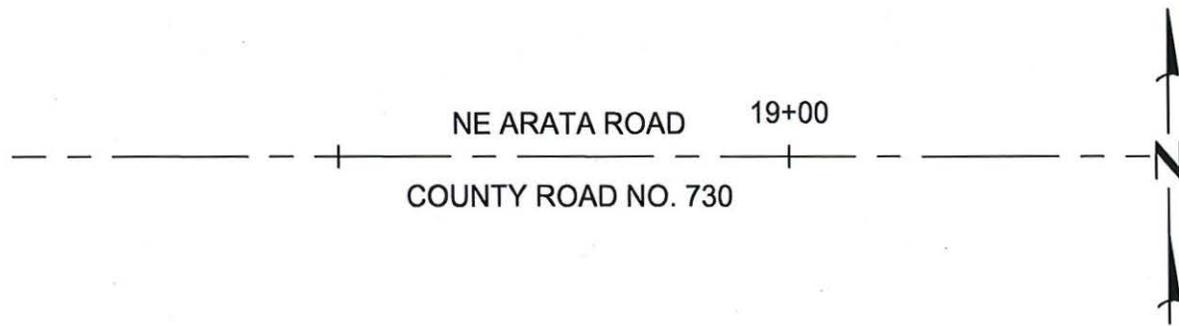
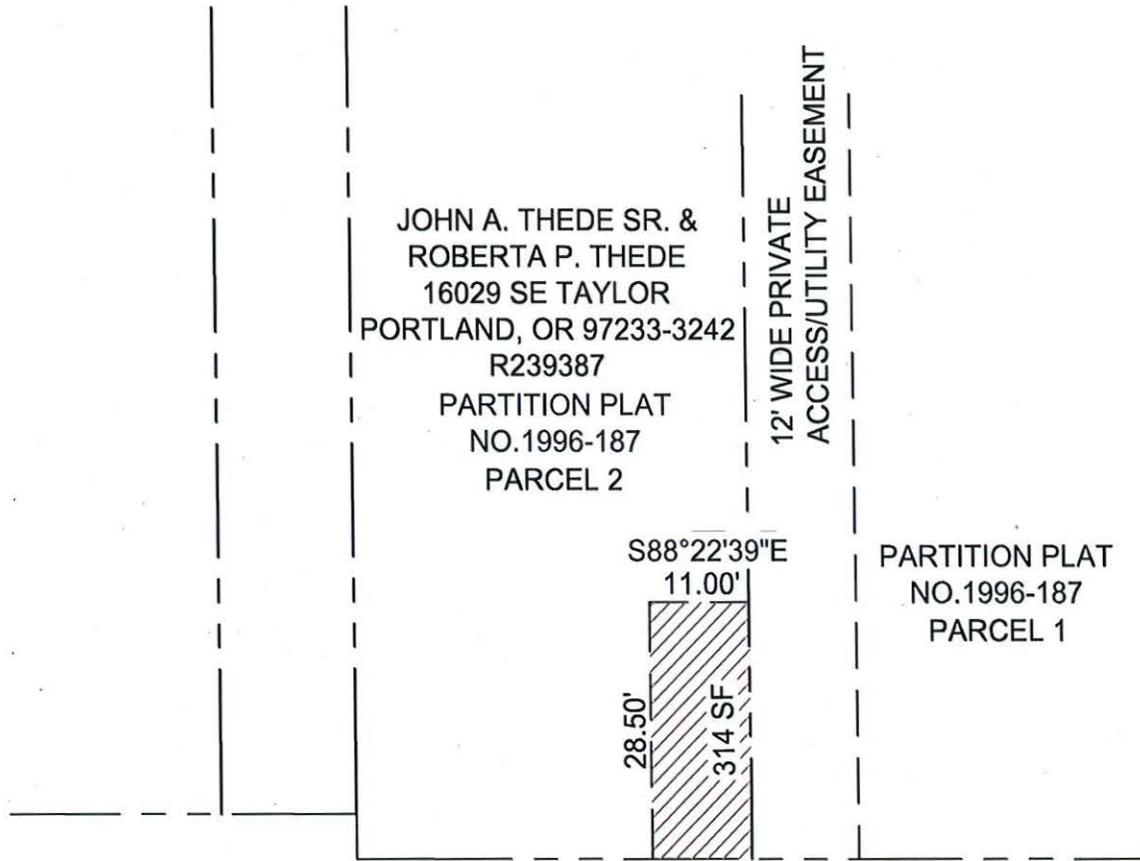
RENEWAL DATE: 1-1-16

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 Road  
County Road No. 730  
Item No. 2019-16-02



NOT TO SCALE



TEMPORARY CONSTRUCTION EASEMENT



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 Road  
County Road No. 730  
Item No. 2019-06

Multnomah County Official Records  
E Murray, Deputy Clerk

2019-026918



02273044201900269180050058

\$102.00

03/18/2019 11:38:05 AM

1R-EASEMT

Pgs=5 Stn=10 HENTGESB

\$25.00 \$11.00 \$60.00 \$6.00

### TEMPORARY CONSTRUCTION EASEMENT

Denise Arndt and Da'Nethia Bottaro, Trustee of the Andrew Bottaro Credit Shelter Trust, u/v/a/d the 16th day of May, 2001, "Grantor", grants to **MULTNOMAH COUNTY**, a Political Subdivision of the State of Oregon, "Grantee", a temporary easement (Beginning on September 1, 2018 and expiring on August 31, 2019) 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.

5

On August 31, 2019 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.

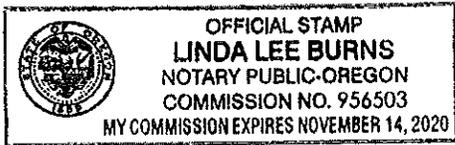
The true consideration paid for this grant stated in terms of dollars is \$500.00.

Dated this 19 day of Feb, 2019

Denise Arndt  
Denise Arndt

STATE OF OREGON            )  
  ) ss  
County of Multnomah        )

This record was acknowledged before me on 2/19/19, 2019, by Denise Arndt.

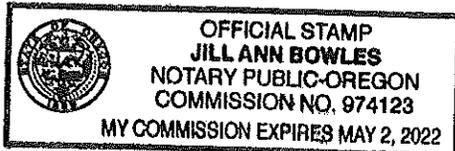


Linda Lee Burns  
Notary Public for Oregon  
My Commission Expires: 11/14/2020

Da'Nethia Bottaro  
Da'Nethia Bottaro, trustee

STATE OF OREGON            )  
  ) ss  
County of Multnomah        )

This record was acknowledged before me on Feb. 25<sup>th</sup>, 2019, by Da'Nethia Bottaro, Trustee of the Andrew Bottaro Credit Shelter Trust, u/v/a/d the 16th day of May, 2001.



Jill Ann Bowles  
Notary Public for Oregon  
My Commission Expires: 5/2/2022

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 12<sup>TH</sup> day of MARCH, 2019

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

### 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.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*J.S.C.* 1-7-19

OREGON  
JUNE 30, 1997  
JAMES S. CLAYTON  
2832

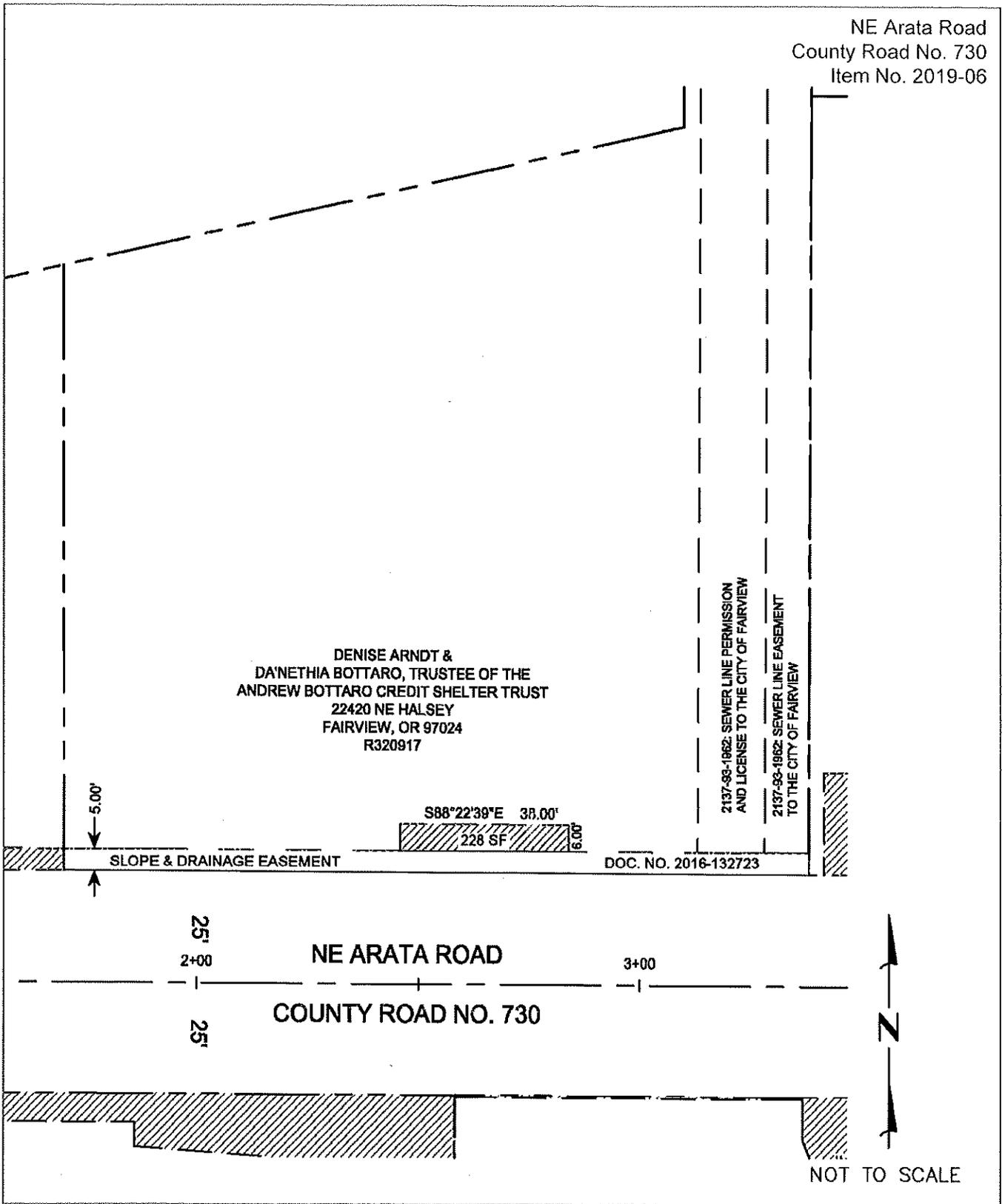
RENEWAL DATE: 1-1-20

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 Road  
 County Road No. 730  
 Item No. 2019-06



DOC. NO. 2016-132723

2137-93-1962: SEWER LINE PERMISSION  
 AND LICENSE TO THE CITY OF FAIRVIEW  
 2137-93-1962: SEWER LINE EASEMENT  
 TO THE CITY OF FAIRVIEW

DENISE ARNDT &  
 DA'NETHIA BOTTARO, TRUSTEE OF THE  
 ANDREW BOTTARO CREDIT SHELTER TRUST  
 22420 NE HALSEY  
 FAIRVIEW, OR 97024  
 R320917

SLOPE & DRAINAGE EASEMENT

S88°22'39"E 38.00'  
 228 SF

NE ARATA ROAD

COUNTY ROAD NO. 730

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:**  
Christina I. Olvera  
23155 NE Arata Rd  
Wood Village, OR 97060-2707  
**After recording return to:**  
Grantee: Multnomah County; attn: Patrick Hinds  
Land Use & Transportation Division, Bldg. #425

NE Arata Road  
County Road No. 730  
Item No. 2019-21

Multnomah County Official Records  
E Murray, Deputy Clerk

2019-030431



\$97.00

03/27/2019 11:25:56 AM

1R-EASEMT

Pgs=4 Stn=11 NORTONJ

\$20.00 \$11.00 \$60.00 \$6.00

### TEMPORARY EASEMENT

Christina I. Olvera, who acquired title as Christina I. Crow Flag, "Grantor", grants to **MULTNOMAH COUNTY**, a Political Subdivision of the State of Oregon, "Grantee", a temporary easement (**Beginning on February 1, 2019 and expiring on January 31, 2020**) 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.

On January 31, 2020 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.

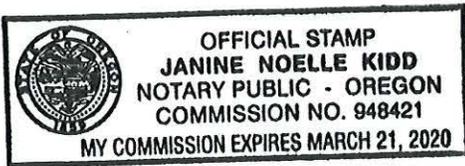
The true consideration paid for this grant stated in terms of dollars is \$500.00.

Dated this 19<sup>th</sup> day of Feb, 2019

*Christina I. Olvera*  
Christina I. Olvera

STATE OF OREGON            )  
  ) ss  
County of Multnomah        )

This instrument was acknowledged before me on 02/19/2019, 2019, by Christina I. Olvera, who acquired title as Christina I. Crow Flag.



*Janine Noelle Kidd*  
Notary Public for Oregon  
My Commission Expires: 03-21-2020

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 21<sup>st</sup> day of March, 2019

By *IBC*  
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

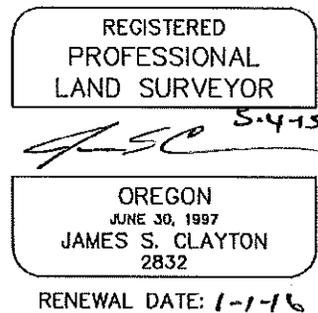
NE Arata Road  
County Road No. 730  
Item No. 2019-21

Temporary Construction Easement

A portion of that tract of land described in Statutory Warranty Deed to Christina I. Crow Flag ("Flag"), recorded on September 5, 1986 in Book 1934, Page 2814, 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:

That portion of said Flag tract that lies southerly of a line that is 35.00 feet northerly of and parallel with the centerline of NE Arata Road, County Road No. 730 and easterly of a line that is 33.00 feet westerly of and parallel with the East line of said Flag tract.

Containing 330 square feet more or less.

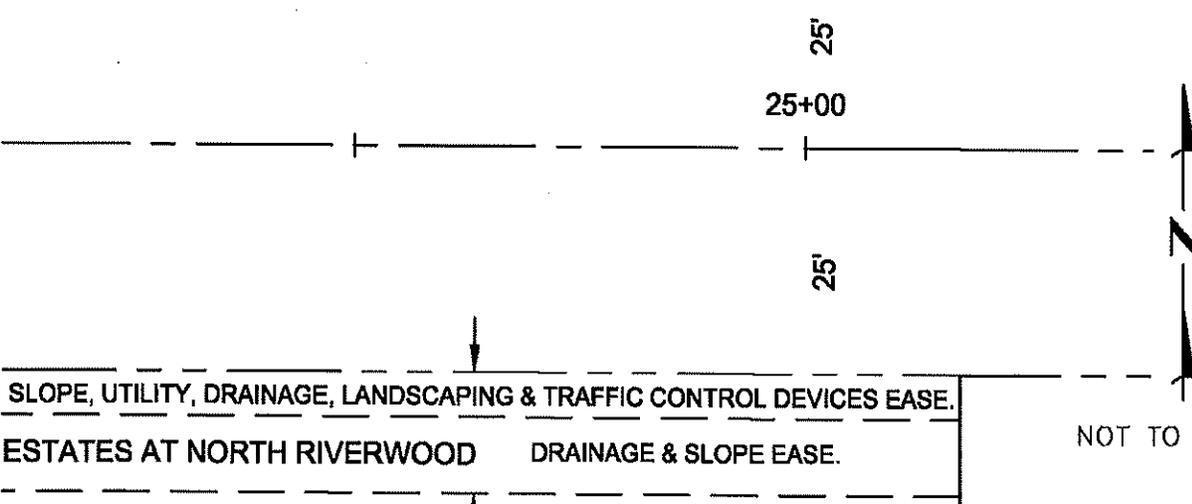
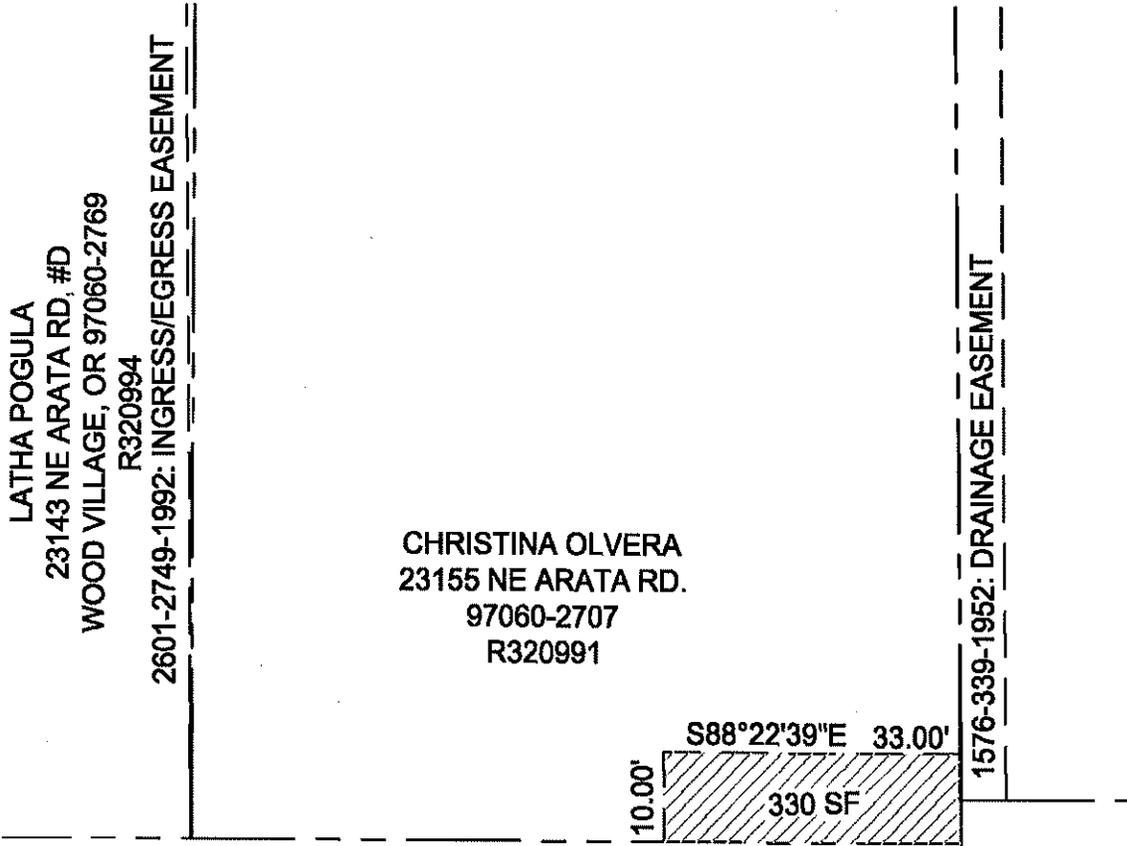


This legal description along with the basis of bearings thereof, was prepared based on that Survey recorded as Survey Number 64013, Multnomah County Survey Records.

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 Road  
County Road No. 730  
Item No. 2019-21



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

Signatures  
Copy

NE Arata Road  
County Road No. 730  
Item No. 2019-11

**Grantor:**  
Evelina Maftey  
22919 NE Arata Rd.  
Wood Village, OR 97060  
**After recording return to:**  
Grantee: Multnomah County; Attn: Patrick Hinds  
Land Use & Transportation Division, Bldg. #425

Multnomah County Official Records  
E Murray, Deputy Clerk

2019-070754



02331998201900707540040048

\$97.00

07/11/2019 11:28:13 AM

EASE-EASE

Pgs=4 Stn=11 NORTONJ

\$20.00 \$11.00 \$60.00 \$6.00

### TEMPORARY CONSTRUCTION EASEMENT

Evelina Maftey, "Grantor", grants to MULTNOMAH COUNTY, a Political Subdivision of the State of Oregon, "Grantee", a temporary easement (Beginning on February 1, 2019 and expiring on January 31, 2020) 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.



# Exhibit 'A'

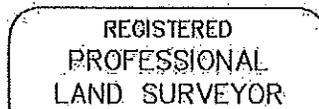
NE Arata Road  
County Road No. 730  
Item No. 2019-11

## Temporary Construction Easement

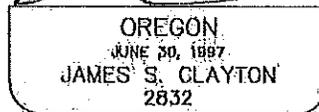
A portion of that tract of land described in Statutory Warranty Deed to Natalya Globak ("Globak"), recorded as Document No. 2010-115667, Multnomah County Deed Records, situated in the Southwest One-quarter of Section 27, Township 1 North, Range 3 East, W.M., City of Wood Village, Multnomah County, Oregon,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



*[Handwritten Signature]* 12-21-2018



RENEWAL DATE: 1-1-2020

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

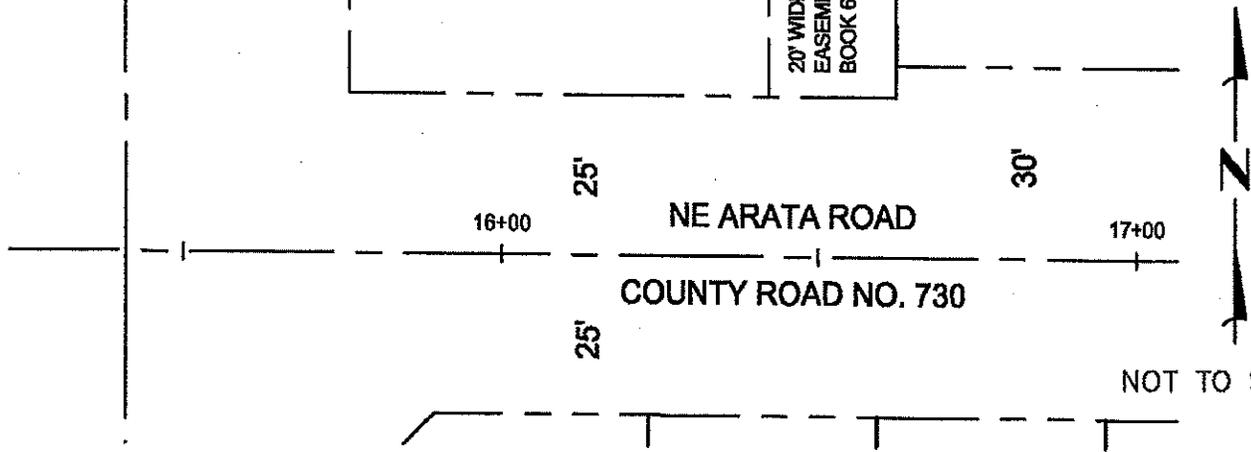
NE Arata Rd.  
County Road No. 730  
Item No. 2019-11

NE Wood Village Blvd.



EVELINA MAFTEY  
22919 NE ARATA  
WOOD VILLAGE, OR 97060-2610  
R320978

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



TEMPORARY CONSTRUCTION EASEMENT



Jefferson  
copy

NE. 11/19 10/1  
ITEM NO. 2019-03

Multnomah County Official Records  
E Murray, Deputy Clerk

2019-070755

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



\$107.00

07/11/2019 11:28:25 AM

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

EASE-EASE  
\$30.00 \$11.00 \$60.00 \$6.00

Pgs=6 Stn=11 NORTONJ

### TEMPORARY CONSTRUCTION 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:

Temporary easements (**Beginning on September 1, 2018 and expiring on August 31, 2019**):

1. Parcel 1 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.
2. Parcels 2 and 3 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 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, 2 and 3", collectively the "Property"). During the temporary easement term, Grantor shall not grant or allow any uses or activities in Parcels 1, 2 and 3, 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 Parcels 1, 2 and 3 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.

On August 31, 2019 at 12 AM, the temporary easements identified above in Parcels 1, 2 and 3 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 \$ 6,500.00

Dated this 13th day of June, 2019

For Wood Village Baptist Church:

Craig Crandall  
Craig Crandall, President

STATE OF OREGON            )  
  ) ss  
County of Multnomah        )

This instrument was acknowledged before me on JUNE 13, 2019, by Craig Crandall, President of the Corporate Officers of Wood Village Baptist Church.



Debra S. Oliver  
Notary Public for Oregon  
My Commission Expires: 10/11/2022

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 <sup>APC</sup> 13th day of JULY, 2019

By IBC  
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. 2019-03

### Parcel 1: 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.

Parcel 2: 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.

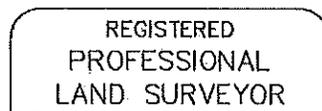
Containing 1,005 square feet more or less.

Parcel 3: Temporary Construction Easement

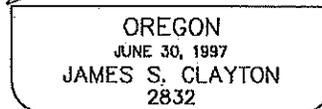
A portion of those tracts of land described in Warranty Deed (Corporation) to The First Baptist Church of Wood Village ("Baptist Church"), Oregon, a corporation, recorded on October 25, 1976 in Book 1135, Page 137; Warranty Deed recorded on July 29, 1966 in Book 518, Page 1602; and Bargain and Sale Deed 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.



*[Handwritten signature]* 3-17-16

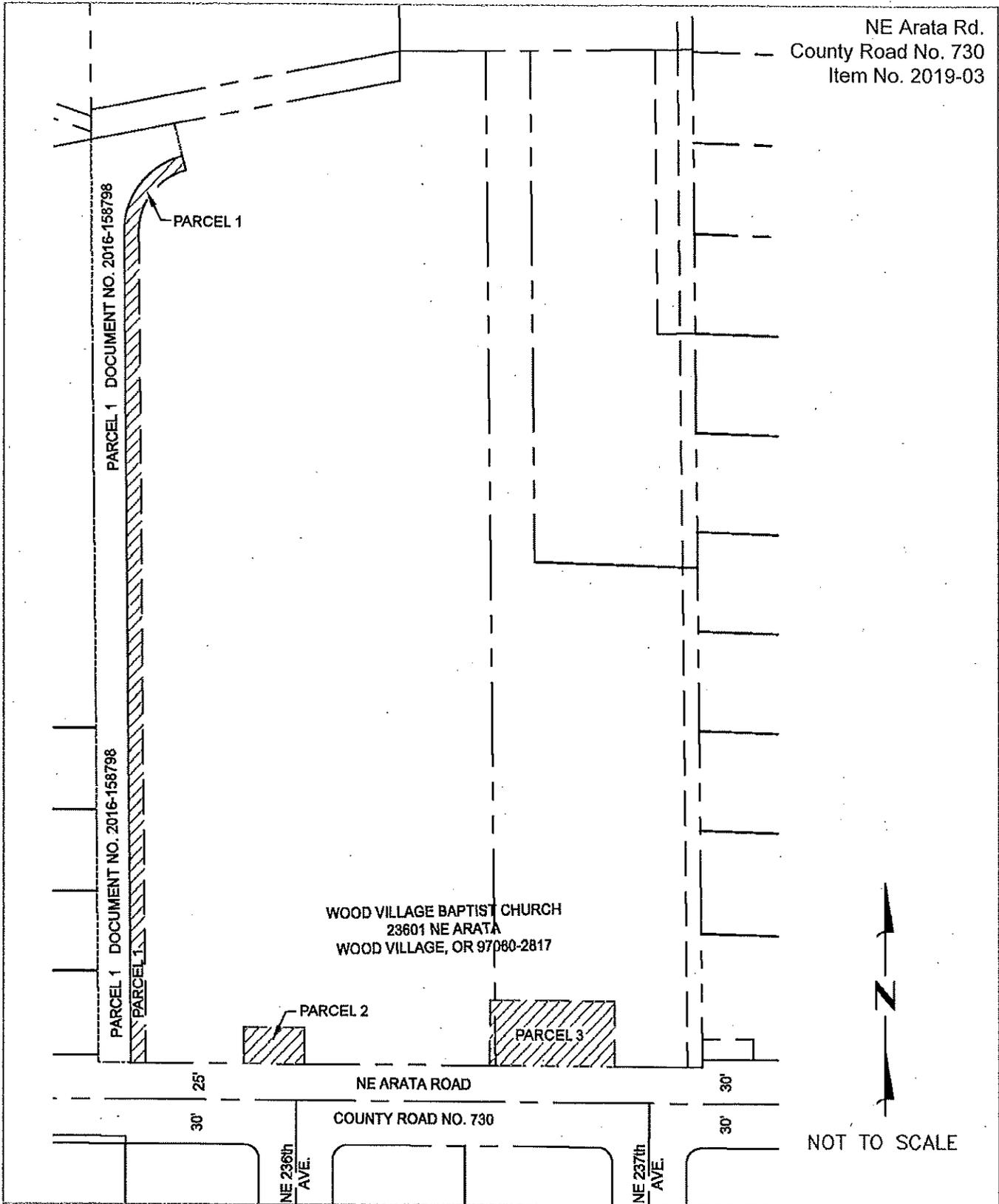


RENEWAL DATE: 1-1-18

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



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 Arata Road  
County Road No. 730  
Item No. 2019-02

Multnomah County Official Records  
E Murray, Deputy Clerk

2019-083286



02349086201900832860040041

\$97.00

08/12/2019 10:21:51 AM

EASE-EASE

Pgs=4 Stn=11 NORTONJ

\$20.00 \$11.00 \$60.00 \$6.00

## TEMPORARY CONSTRUCTION EASEMENT

Afshar & Associates, L.L.C., an Oregon limited liability company, "Grantor", grants to MULTNOMAH COUNTY, a Political Subdivision of the State of Oregon, "Grantee", a temporary easement (Beginning on September 1, 2018 and expiring on August 31, 2019) for the purpose of accessing, laying down, installing, constructing, reconstructing, operating, inspecting, monitoring, and maintaining drainage facilities, 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").

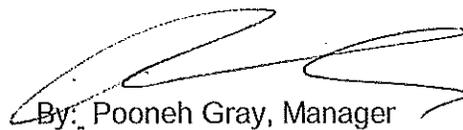
All Work performed or caused to be performed by Grantee in the easement area shall be constructed and installed in compliance with the Oregon Department of Transportation's "Oregon Standard Specifications for Construction", 2015 edition ("ODOT Specifications"); specifically the Work shall be performed 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.

On August 31, 2019 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 \$1,500.00.

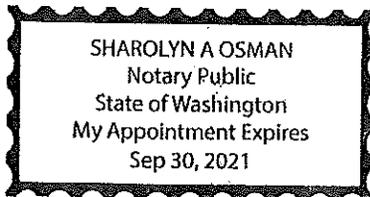
Dated this 18th day of July, 2019

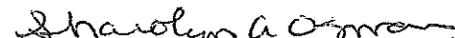
For Afshar & Associates, L.L.C.:

  
By: Pooneh Gray, Manager

STATE OF Washington,  
County of Clark ) ss

This record was acknowledged before me on July 18, 2019, by Pooneh Gray, manager of Afshar & Associates, L.L.C., an Oregon limited liability company.



  
Notary Public for Oregon Washington  
My Commission Expires: 9-30-2021

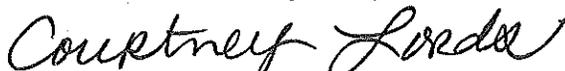
The described property is accepted for use in conjunction with NE Halsey St., County Road No. 1180, on behalf of the Board of County Commissioners of Multnomah County, Oregon, pursuant to Ordinance No. 619 and Executive Order No. 199.

Dated this 26th day of July, 2019

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

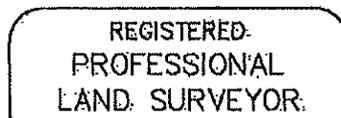
## Exhibit A

### Temporary Construction Easement

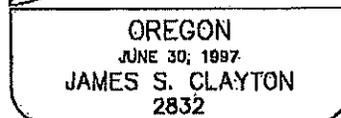
A portion of those tracts of land described in Bargain and Sale Deed to Afshar & Associates, LLC, an Oregon limited liability company recorded on February 8, 2008 as Document No. 2008-019434; and Warranty Deed to The First Baptist Church of Wood Village, Oregon, a corporation, recorded on October 25, 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.



*[Handwritten signature]* 1-8-19



RENEWAL DATE: 1-1-20

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

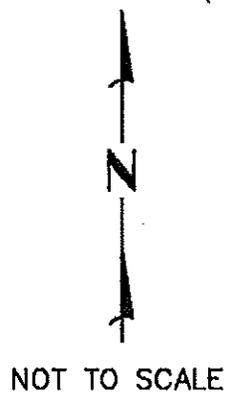
NE Arata Road  
County Road No. 730  
Item No. 2019-02

NE HALSEY STREET  
COUNTY ROAD NO. 1180

PARCEL 1, DOCUMENT NO. 2008-014278:  
S.D.U, SW.L, TC EASEMENT TO MULTNOMAH COUNTY.

NICHOLAS G. EROR  
23424 NE HALSEY ST.  
WOOD VILLAGE, OR 97060  
R320944

AFSHAR & ASSOC.  
23500 NE HALSEY ST.  
WOOD VILLAGE, OR 97060  
R320881



PARCEL 2, DOCUMENT NO. 2008-014278: SLOPE &  
DRAINAGE EASEMENT TO MULTNOMAH COUNTY.

AFSHAR & ASSOC.  
23500 NE HALSEY ST.  
WOOD VILLAGE, OR 97060  
R320935

PARCEL 1  
DOCUMENT NO. 2016-158797

881 SF



0287

**Grantor:**  
Joung Cheul Kim  
Kipok Lee Kim  
1610 NE 223rd Ave.  
Fairview, OR 97024-2662  
**After recording return to:**  
Grantee: Multnomah County; attn: Patrick Hinds  
Land Use & Transportation Division, Bldg. #425

NE Arata Road  
County Road No. 730  
Item No. 2019-04-02

Multnomah County Official Records  
E Murray, Deputy Clerk  
**2019-083287**



\$97.00

08/12/2019 10:22:29 AM

EASE-EASE Pgs=4 Stn=11 NORTONJ  
\$20.00 \$11.00 \$60.00 \$6.00

**TEMPORARY CONSTRUCTION EASEMENT**

Joung Cheul Kim and Kipok Lee Kim, husband and wife, "**Grantor**", grants to **MULTNOMAH COUNTY**, a Political Subdivision of the State of Oregon, "**Grantee**", a temporary easement (Beginning on September 1, 2018 and expiring on June 15, 2019) 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.

On June 15, 2019 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 \$500.00.

Dated this 17<sup>th</sup> day of April, 2019

[Signature]  
Joung Cheul Kim

[Signature]  
Kipok Lee Kim

STATE OF OREGON            )  
  ) ss  
County of Multnomah        )

This record was acknowledged before me on April 17<sup>th</sup>, 2019, by Joung Cheul Kim and Kipok Lee Kim.



[Signature]  
Notary Public for Oregon  
My Commission Expires: March, 19<sup>th</sup> 2023

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 MAY, 2019

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 Warranty Deed - Statutory Form to Joung Cheul Kim and Kipok Lee Kim, husband and wife ("Kim"), recorded as Document No. 2007-160289, 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 77.17 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 12.00 feet; thence S88°22'39"E, parallel with said NE Arata Road centerline, a distance of 55.00 feet; thence S01°37'21"W, a distance of 7.00 feet; thence S88°22'39"E parallel with said NE Arata Road centerline, a distance of 37.7 feet, more or less, to the East line of said Kim tract; thence southerly, along said East line, a distance of 5.00 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 92.7 feet, more or less, to the point of beginning.

Containing 849 square feet more or less.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



OREGON  
JUNE 30, 1997  
JAMES S. CLAYTON  
2832

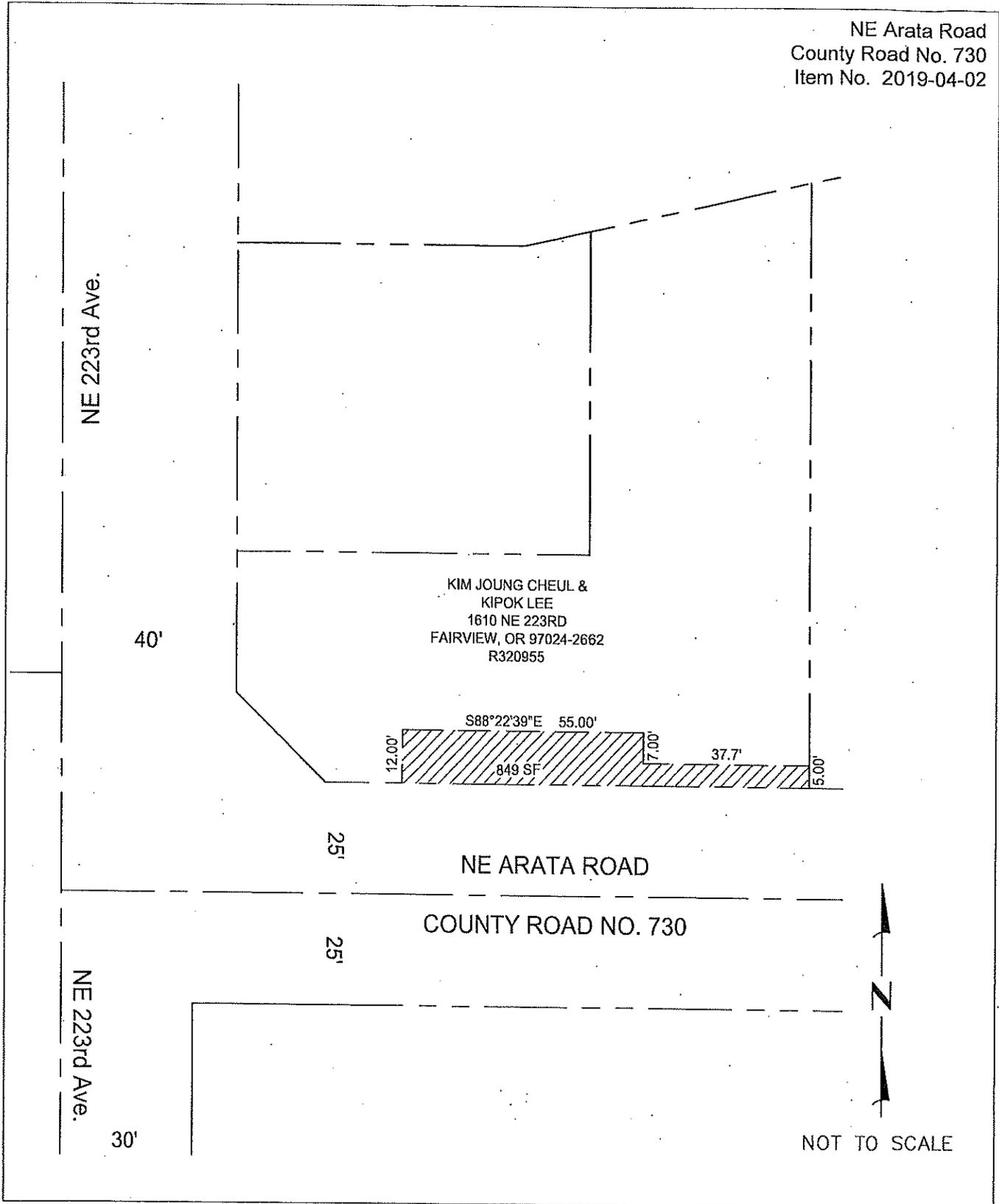
RENEWAL DATE: 1-1-16

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 Road  
County Road No. 730  
Item No. 2019-04-02



TEMPORARY CONSTRUCTION EASEMENT



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

*copy*

**Grantor:**  
Wood Village Estates LLC  
%Steve W. Amick  
6875 SE Brigadoon St.  
Milwaukie, OR 97267-3267  
**After recording return to:**  
Grantee; Multnomah County; attn: Patrick Hinds  
Land Use & Transportation Division, Bldg. #425

NE Arata Road  
County Road No. 730  
Item No. 2019-22-03

### TEMPORARY CONSTRUCTION EASEMENTS

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 February 1, 2019 and expiring on January 31, 2020**) 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") except for damage caused directly by performance of 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 Road Project.

Exhibit A

NE Arata Road  
County Road No. 730  
Item No. 2019-22-03

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.

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.

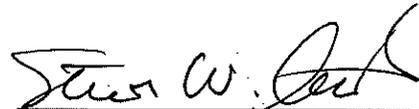
As shown on the attached EXHIBIT MAP, herein made a part of this document. In the event of a conflict or discrepancy between the map as shown on the EXHIBIT MAP and the written legal description, the written legal description shall prevail.

On January 31, 2020 at 12 AM, these temporary easements 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 \$500.00.

Dated this 16 day of Sept, 2019

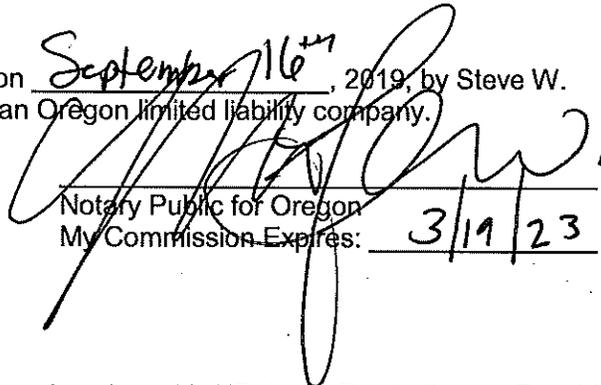
For Wood Village Estates, LLC:

  
Steve W. Amick, member

STATE OF OREGON        )  
  ) ss  
County of Multnomah    )

This instrument was acknowledged before me on September 16<sup>th</sup>, 2019, by Steve W. Amick, member of Wood Village Estates, LLC, an Oregon limited liability company.



  
Notary Public for Oregon  
My Commission Expires: 3/19/23

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.

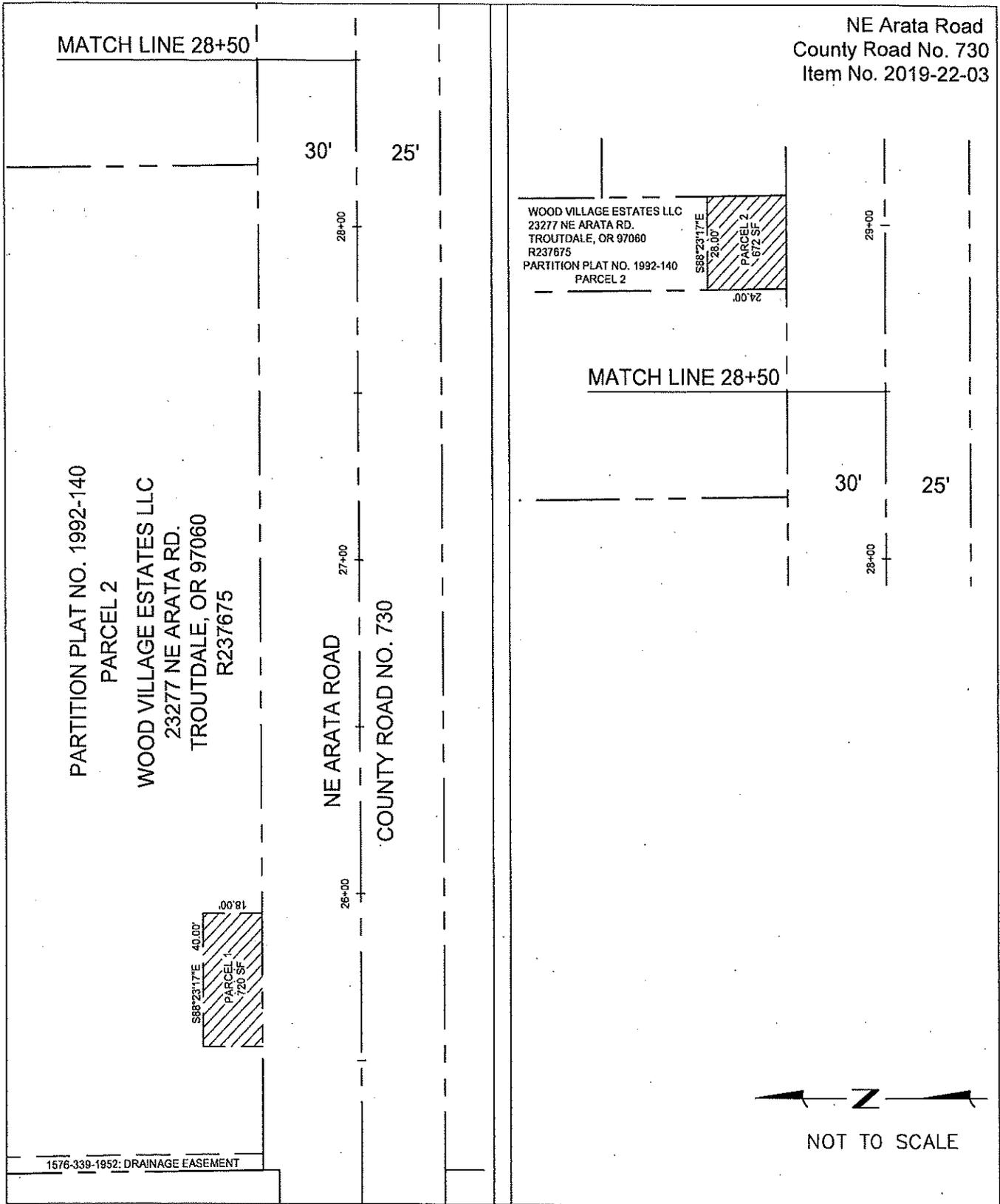
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019

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 MAP



TEMPORARY CONSTRUCTION EASEMENT



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

COPY

**Grantor:**  
Tyler Watson  
Megan Watson  
23009 NE Arata Road  
Wood Village, OR 97060-2701  
**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. 2019-17-02

### TEMPORARY CONSTRUCTION EASEMENTS

Tyler Watson and Megan Watson, who acquired title as Megan Althaus, "**Grantor**", grants to **MULTNOMAH COUNTY**, a Political Subdivision of the State of Oregon, "**Grantee**", Parcel 1 and Parcel 2, temporary easements (**Beginning on February 1, 2019 and expiring on January 31, 2020**) for the purpose of accessing, laying down, installing, constructing, reconstructing, operating, inspecting, monitoring, and maintaining a driveway, installations and appurtenances 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").

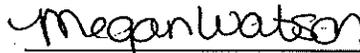
All Work performed or caused to be performed by Grantee in the easement area shall be constructed and installed in compliance with the Oregon Department of Transportation's "Oregon Standard Specifications for Construction", 2015 edition ("ODOT Specifications"); specifically the Work shall be performed 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.

On January 31, 2020 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 \$500.00.

Dated this 16 day of September, 2019

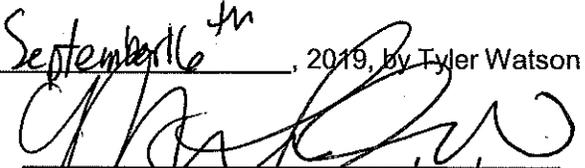
  
\_\_\_\_\_  
Tyler Watson

  
\_\_\_\_\_  
Megan Watson

STATE OF OREGON            )  
  ) ss  
County of Multnomah        )

This instrument was acknowledged before me on September 16<sup>th</sup>, 2019, by Tyler Watson and Megan Watson.



  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: 3/19/23

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 \_\_\_\_\_ day of \_\_\_\_\_, 2019

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: Temporary Construction Easement

A portion of Parcel 1, Partition Plat No. 1996-187, 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 53.50 feet northerly of and parallel with the centerline of NE Arata Road, County Road No. 730 and westerly of a line that is 15.00 feet easterly of and parallel with the West line of said Parcel 1.

Containing 428 square feet more or less.

Parcel 2: Temporary Construction Easement

A portion Parcel 1, Partition Plat No. 1996-187, 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 1933.00 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 N15°06'27"E, a distance of 20.57 feet to a point 45.00 feet northerly of, when measured at right angles to, the centerline of said NE Arata Road; thence S88°22'39"E, parallel with the centerline of said NE Arata Road, a distance of 25.00 feet, more or less, to the East line of said Parcel 1; thence southerly, along said East line, 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 30.00 feet, more or less, to the point of beginning.

Containing 550 square feet more or less.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*[Handwritten Signature]* 10-14-15

OREGON  
JUNE 30, 1997  
JAMES S. CLAYTON  
2832

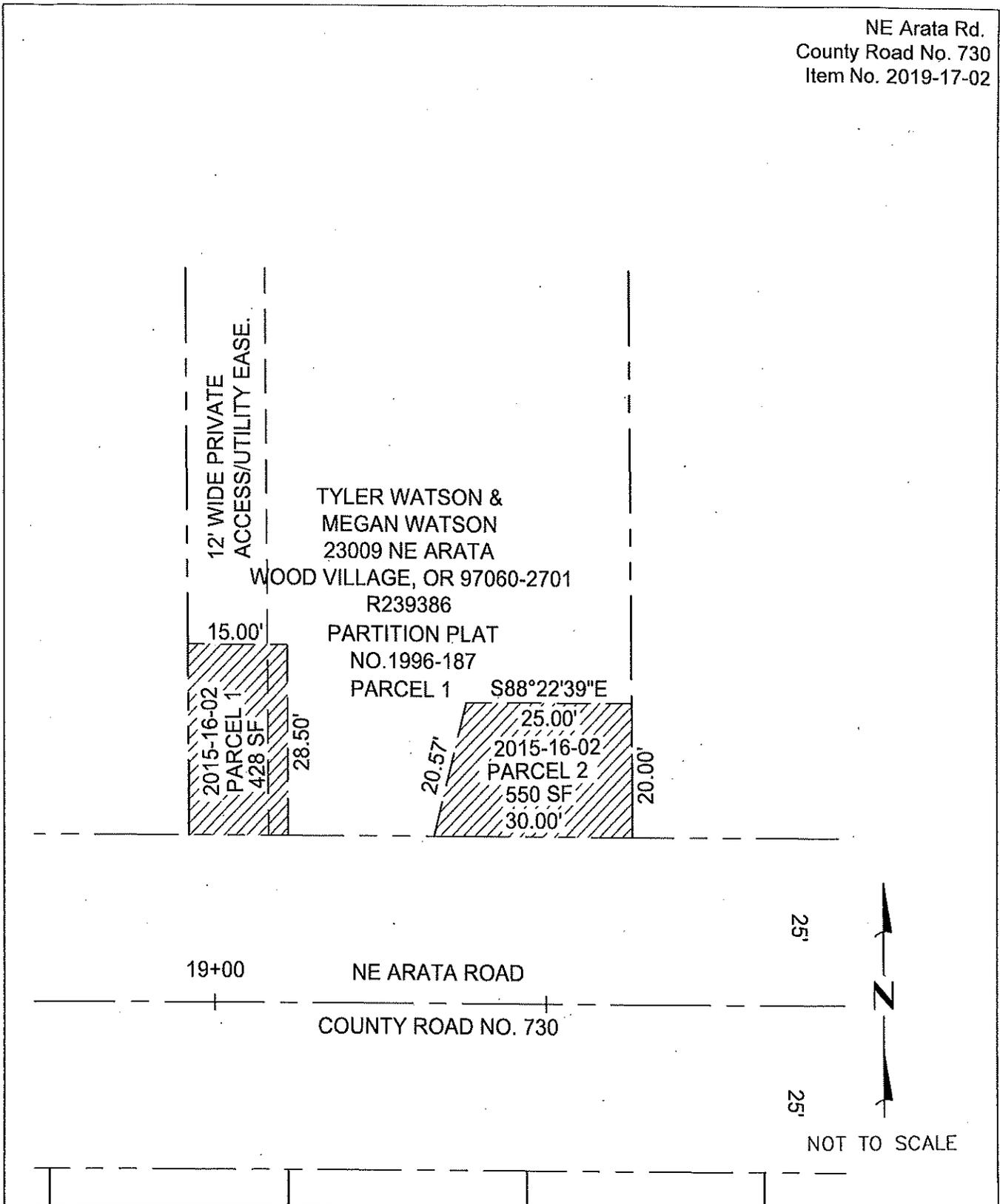
RENEWAL DATE: 1-1-16

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. 2019-17-02



 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  
22959 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 Road  
County Road No. 730  
Item No. 2019-13

**TEMPORARY CONSTRUCTION EASEMENT**

Ryan E. Wolfe, "Grantor", grants to **MULTNOMAH COUNTY**, a Political Subdivision of the State of Oregon, "Grantee", a temporary easement (**Beginning on February 1, 2019 and expiring on January 31, 2020**) 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.

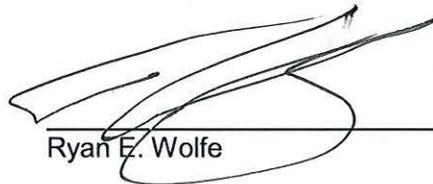
During the easement term, Grantee or Grantee's contractor shall not be responsible for the repair or replacement of any damage to the driveway, installations and appurtenances on the Property, (collectively referred to herein as "the Improvements").

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.

On January 31, 2020 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.

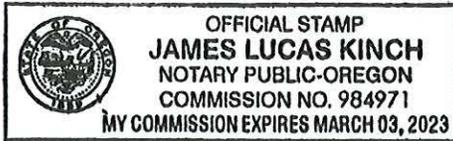
The true consideration paid for this grant stated in terms of dollars is \$ \$2,193.00.

Dated this 21<sup>st</sup> day of AUGUST, 2019

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

STATE OF OREGON            )  
  ) ss  
County of Multnomah        )

This instrument was acknowledged before me on August 21, 2019, by Ryan E. Wolfe.



James L. Kinch  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: March 3, 2023

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 12<sup>TH</sup> day of SEPTEMBER, 2019

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 Road  
County Road No. 730  
Item No. 2019-13

## 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 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 that tract of land described as Parcel 1 in that deed to Multnomah County recorded on October 21, 2016 as Document No. 2016-132721, Multnomah County Deed Records.

Containing 1,469 square feet more or less.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*JSC 1-7-19*

OREGON  
JUNE 30, 1997  
JAMES S. CLAYTON  
2832

RENEWAL DATE: *1-1-20*

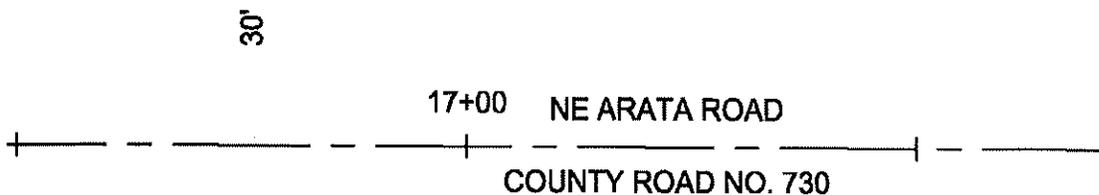
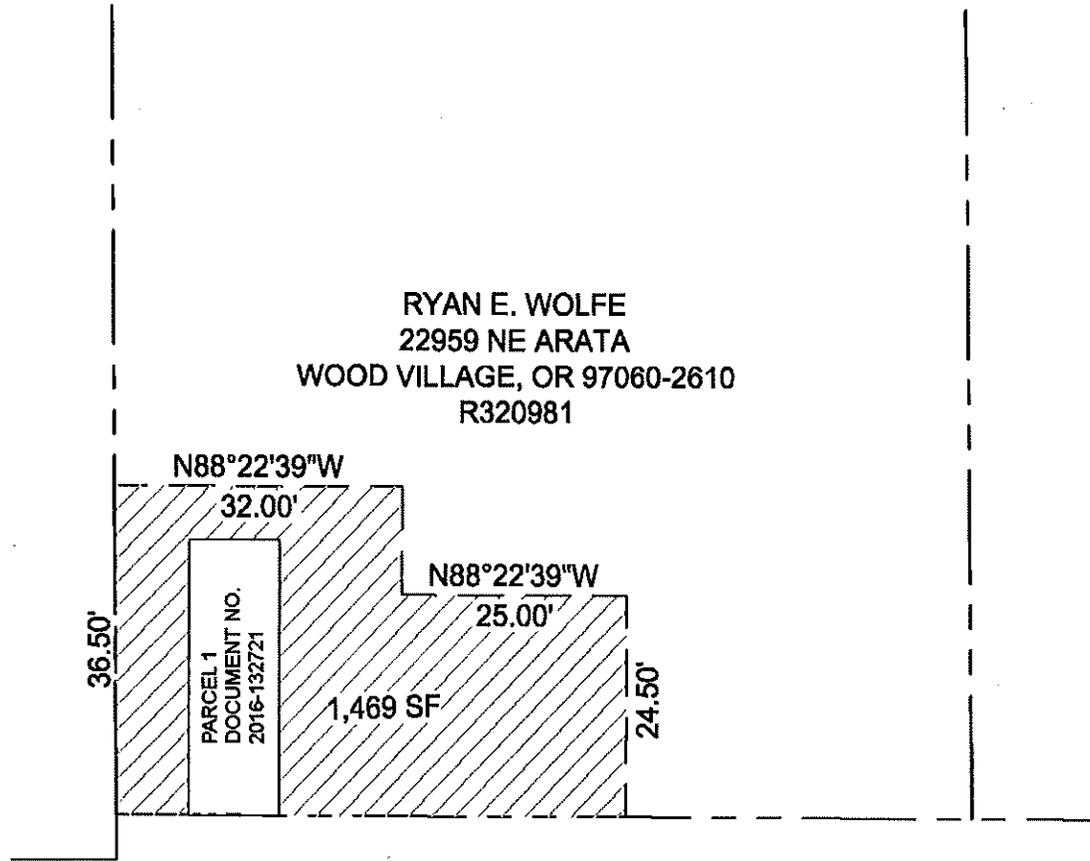
This legal description along with the basis of bearings thereof, was prepared based on that Survey recorded as Survey Number 64013, Multnomah County Survey Records.

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 Road  
County Road No. 730  
Item No. 2019-13

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



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

original

NE Arata Road  
County Road No. 730  
Item No. 2019-08

**Grantor:**

James Edward Birdsell  
Ze ~~Jain~~ Huang *Jian & Ze Jian*  
9315 SE Bell Ave.  
Milwaukie, OR 97222-2523

**After recording return to:**

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

**TEMPORARY CONSTRUCTION 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 February 1, 2019 and expiring on January 31, 2020) 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.

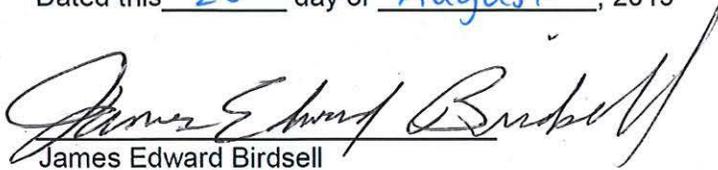
During the easement term, Grantee or Grantee's contractor shall not be responsible for the repair or replacement of any damage to the driveway, installations and appurtenances on the Property, (collectively referred to herein as "the Improvements").

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.

On January 31, 2020 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 \$35,000.00.

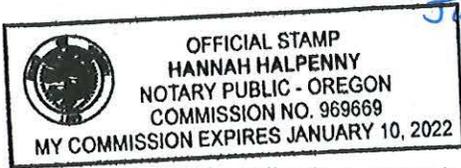
Dated this 23 day of August, 2019

  
James Edward Birdsell

Ze Jian Huang  
Ze Jian Huang  
JIAN  
*Ze*

STATE OF OREGON            )  
  ) ss  
County of Multnomah        )

This record was acknowledged before me on August 23, 2019, by James Edward Birdsell and Ze Jian Huang.



  
Notary Public for Oregon  
My Commission Expires: 1/10/22

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 12<sup>th</sup> day of SEPTEMBER, 2019

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

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

*J.S.C.* 5-4-15

OREGON  
JUNE 30, 1997  
JAMES S. CLAYTON  
2832

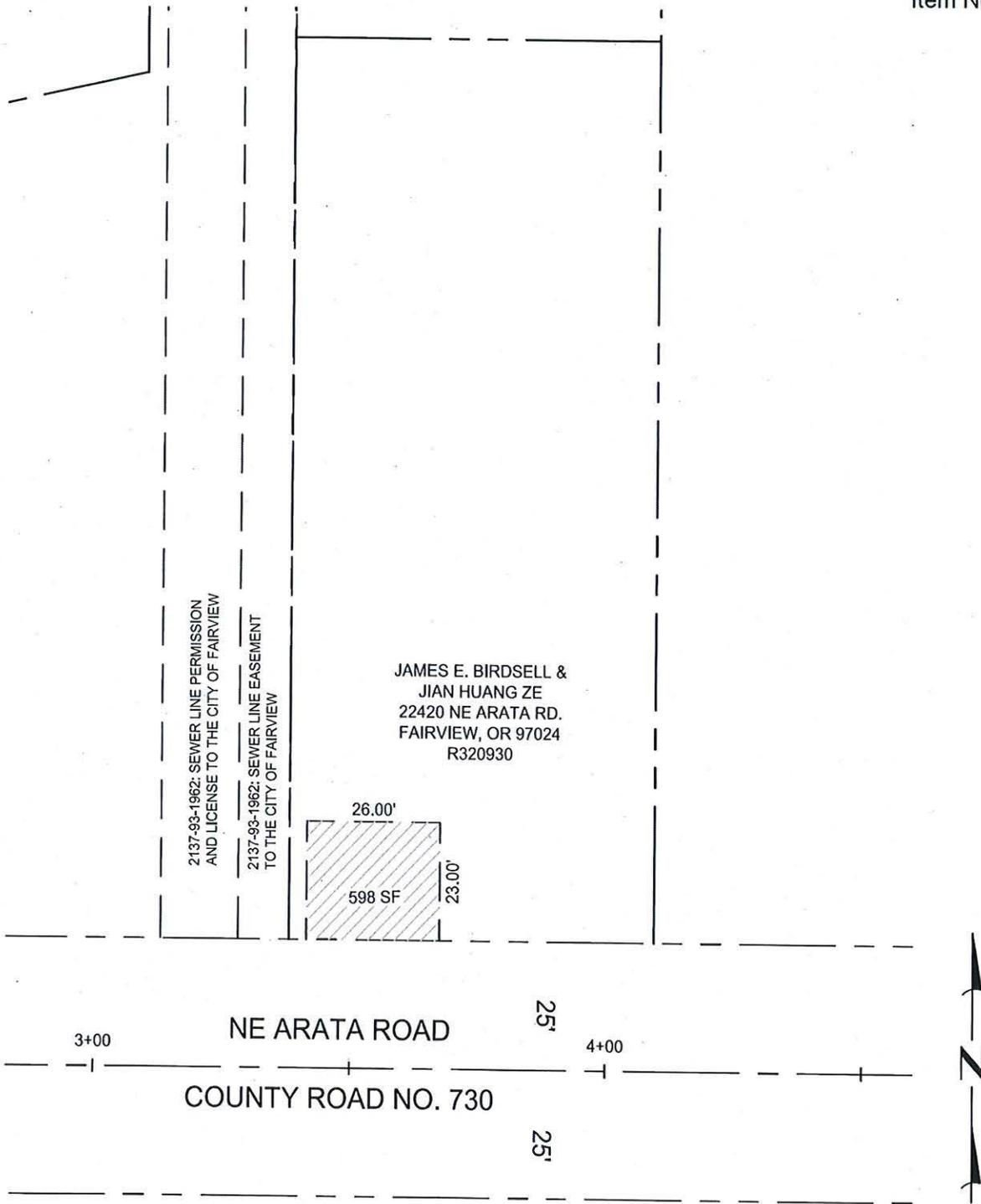
RENEWAL DATE: 1-1-16

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 Road  
County Road No. 730  
Item No. 2019-08



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