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MULTNOMAH COUNTY BOARD OF COMMISSIONERS' MEETING
PUBLIC COMMENT SIGN-UP SHEET

Please complete this form and return to the Board Clerk
This form is a public record

MEETING DATE: 3/2/2017

AGENDA ITEM # OR NON-AGENDA SUBJECT: easment

FOR: AGAINST:

NAME: Alexander Sharfsov

CONTACT INFORMATION (optional):

ADDRESS: 10337 SE Liebe St

CITY/STATE/ZIP: Portland OR 97266

PHONE: 503 706 9131 E-MAIL:

IF YOU WISH TO ADDRESS THE BOARD IN PERSON:

1. Fill out this form and submit to the Board Clerk 15 minutes before meeting begins.
2. Comment for Non-Agenda items will be called immediately after the vote on the Consent Agenda.
3. Comment for Agenda items will be called during that item's presentation, before the vote is taken.
4. Commenters are called to testify in the order forms are received. The Presiding Officer may re-arrange the order of the agenda and the order in which testimony is given or ask Invited Guests or Elected Officials to speak first.
5. When your name is called, come forward and be seated at the presenter's table; state your name for the record and speak into the microphone.
6. Public comment is limited to **3 minutes or less** per person unless otherwise directed by the Chair, who is the Presiding Officer.
7. A buzzer will signify the end of your allotted time.
8. If submitting handouts to be given to the Board, seven (7) copies are required. If only one (1) copy is provided, it will be received for the file and electronically shared with the Board and County Attorney after the meeting.
9. All meetings are audio and video recorded and captioned and can be viewed at http://multnomah.granicus.com/ViewPublisher.php?view_id=3
10. The Chair has authority to keep order and may impose reasonable restrictions necessary for the efficient and orderly conduct of a meeting. Any person who fails to comply with the Rules of Conduct, or who creates a disturbance, may be asked or required to leave and upon failure to do so, becomes a trespasser and will be treated accordingly. The Rules of Conduct are posted and available in back of the room.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD IN LIEU OF GIVING ORAL COMMENTS:

1. Complete this form and submit it along with your written testimony to the Board Clerk at the meeting, or by e-mail at: board.clerk@multco.us
2. Written testimony will be entered into and remain a part of the official permanent record.

After recording Return Original to:

Tynan Gina
City of Portland Bureau of Development Services
1900 SW Fourth Avenue, Suite 5000
Portland, OR 97201

DECLARATION OF PRIVATE ACCESS MAINTENANCE
AGREEMENT AND COVENANT TO RECORD FUTURE EASEMENT

Declarant is the owner of the property described herein, and hereby declares as follows:

RECITALS

1. Declarant is Multnomah County, the owner of a parcel of real property located in the City of Portland, Multnomah County, Oregon. The legal description of Declarant Property is **(Exhibit A)**, in the City of Portland, County of Multnomah and State Oregon.
2. Aleksandr Shevtsov owns the real property described as lots 9800 D&O LITTLE HMS SUB 4, in the City of Portland, county of Multnomah and State Oregon together with Multnomah county real property described as (exhibit A) D&O LITTLE HMS SUB 4, in the City of Portland, county of Multnomah and State Oregon.

The 10335 SE LIEBE ST Property is presently unimproved. However, a easement is located along a portion of the common boulder of the 4755 SE 104 AVE described as tax lot 9900 and **(exhibit A)** described property in D&O LITTLE HMS SUB 4, in the City of Portland provides private access easement upon within is location is described on the Exhibit "A" within is attached hereto.

4. Multnomah County desires an easement for continued existence of the structure, and is willing to grant such an easement, on the terms set forth herein
5. Multnomah County and City of Portland (City) desire to clarify declarant's responsibilities with regard to the easement and maintenance agreement.

AGREEMENT

1. PURPOSE OF THE AGREEMENT.

The purpose of this agreement is to provide for the construction and perpetual maintenance of the private driveway by the owners of the lots described in Section 2 of this Agreement.

2. LEGAL DESCRIPTIONS.

A parcel of land in Lot 23 of DE LASHMUTT & OATMAN'S LITTLE HOMES NO. 4, Section 15, Township 1 South, Range 2 East in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at a 2 inch pipe marking the Northwest corner of Lot 22, said DE LASHMUTT & OATMAN'S LITTLE HOMES NO. 4; said pipe being located on the line between Sections 15 and 16, Township 1 South, Range 2 East, 661.2 feet South of the Northwest corner of said Section 15; thence South along said section line 502.05 feet to the center line of 49th Avenue S.E. (now known as S.E. Liebe Street); thence South 89°24'00" East along the centerline of 49th Avenue S.E., extended Easterly, 430 feet; thence North 97 feet to the true point of beginning; thence North 82.04 feet; thence North 89°53'00" East 210 feet ; thence South along said West line of S.E. 104th Street 86.04 feet; thence North 89°24'00" West 210 feet to the point of beginning.

EXCEPTING THEREFROM

The East 100 feet of the following described portion of Lot 23, DELASHMUTT AND OATMAN S LITTLE HOMES NO. 4, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at a 2 inch iron pipe marking the Northwest corner of Lot 22 in DELASHMUTT AND OATMAN S LITTLE HOMES NO. 4, said pipe being located on the line between Sections 15 and 16, Township 1 South, Range 2 East, of the Willamette Meridian, 661.2 feet South of the Northwest corner of said Section 15; thence South along said section line 482.05 feet to the North line of S.E. Liebe Street; thence South 89°24 East along the North line of S.E. Liebe Street, 430 feet to the true point of beginning; thence North 151.35 feet; thence North 89°53 East 210 feet to the West line of S.E. 104th Avenue; thence South along the West line of S.E. 104th Avenue 154 feet; thence North 89°24 West 210 feet to the true point of beginning.
EXCEPTING THEREFROM the South 77 feet thereof.

The access easement is as follows:

(See attached Exhibit A)

3. DURATION AND NATURE OF AGREEMENT.

This agreement shall continue in perpetuity. This agreement is intended to and does attach to and run with the land affected herein. This agreement is binding on the undersigned landowner **Multhomah County** and all persons claiming under the county . It is the intent of Declarant to create a continuing obligation and right on the part of Multnomah county and subsequent owners of the subject land.

4. OWNERSHIP AND COVENANT TO RECORD FUTURE EASEMENT.

Multhomah County is the owner of the driveway improvements. If declarant transfers (Exhibit A), so that the owners or users of (10335 se Liebe st) are different, then

the subsequent owner or user of **10335 SE LIEBE ST** shall have an easement for private access purposes over **property (exhibit A)**. Declarant, his successors and assigns, covenant that **(exhibit A)** shall be encumbered with an easement for the benefit of **10335 SE LIEBE ST** for private driveway access purposes if and when **10335 SE LIEBE ST** is sold or transferred.

5. MAINTENANCE.

The owners of **10335 SE LIEBE ST** shall be solely responsible for the maintenance of the driveway. If, however, the act of an owner, or the act of a guest, invitee, licensee, contractor, or agent of an owner, causes damage, the owner shall be responsible for the entire cost of the repair.

6. INDEMNIFICATION.

Aleksandr Shevtsov or any future owners of the private access easement shall hold harmless, defend and indemnify the City of Portland and the City's officers, agents, and employees against all claims, demands, actions and suits, including attorney's fees and costs brought against any of them arising out of the failure to properly design, locate, construct or maintain the private driveway which is subject to this agreement.

7. NOTICE.

Any notice, demand, or report required under this agreement shall be sent to each owner in care of the street address of his lot, or in the event the owner does not reside on the said property, in care of the current property tax notification address of the property; provided, however, that an owner can change their notification address by written notice to each other owner. Any required notice or demand shall be made by hand delivery or certified mail, and shall be deemed received on actual receipt or 48 hours after being mailed, whichever first occurs.

8. TERMINATION.

The **Aleksandr Shevtsov** and subsequent owners or assigns may not modify, withdraw from, or dissolve this agreement without the written approval of the City of Portland. If this agreement is a condition of the approval of a division of property, the City of Portland may require such condition to be modified before permitting this agreement to be dissolved or before permitting a party to withdraw from this agreement.

9. DEFINITIONS.

Maintenance means any work required to keep the improvement in compliance with all applicable governmental regulations and the terms of this agreement including cleaning, repairs, reconstruction and replacement.

10. CONSIDERATION.

In exchange for his promises under this Declaration, Declarant acknowledges that this Declaration is executed in part to comply with the City of Portland Zoning Code,

section 33.266.120.D Parking Spaces Sizes. In addition the provision of this Easement Agreement, CV acknowledges receipt of additional consideration from AS for the execution and delivery of this Easement Agreement in the amount of \$1.

12. OREGON LAW AND FORUM.

The Declaration shall be construed according to the laws of the State of Oregon even if Oregon's choice of law rules otherwise would require application of the law of a different jurisdiction. Any litigation arising under or regarding this Declaration shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon, Portland Division. Any arbitration or other form of alternative dispute resolution arising out of this Declaration shall take place in an appropriate forum within Portland, Oregon.

13. Attorney's Fees.

In the event of litigation between the parties with respect to this Easement Agreement, the prevailing party shall be entitled to recover, in addition to all of the other sum and relief, its reasonable costs and attorney's fees incurred at and in preparation for discovery (including depositions),

In Witness whereof, the parties hereto have executed this Maintenance Agreement on the _____ day of _____, _____.

By: Multnomah County

STATE OF OREGON)

) ss.

County of Multnomah)

SUBSCRIBED AND SWORN to before me this _____ day of _____,
_____, by _____.

Notary Public for Oregon
My Commission expires: _____

In Witness whereof, the parties hereto have executed this Maintenance Agreement on the _____ day of _____, _____.

By: Aleksandr Shevtsov

STATE OF OREGON)

) ss.

County of Multnomah)

SUBSCRIBED AND SWORN to before me this _____ day of _____,
_____, by _____.

Notary Public for Oregon

My Commission expires: _____



EXHIBIT "A"

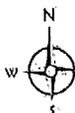
A PARCEL OF LAND SITUATED IN LOT 23, "DELASHMUTT AND OATMANS LITTLE HOMES NO. 4", A PLAT OF RECORD IN MULTNOMAH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

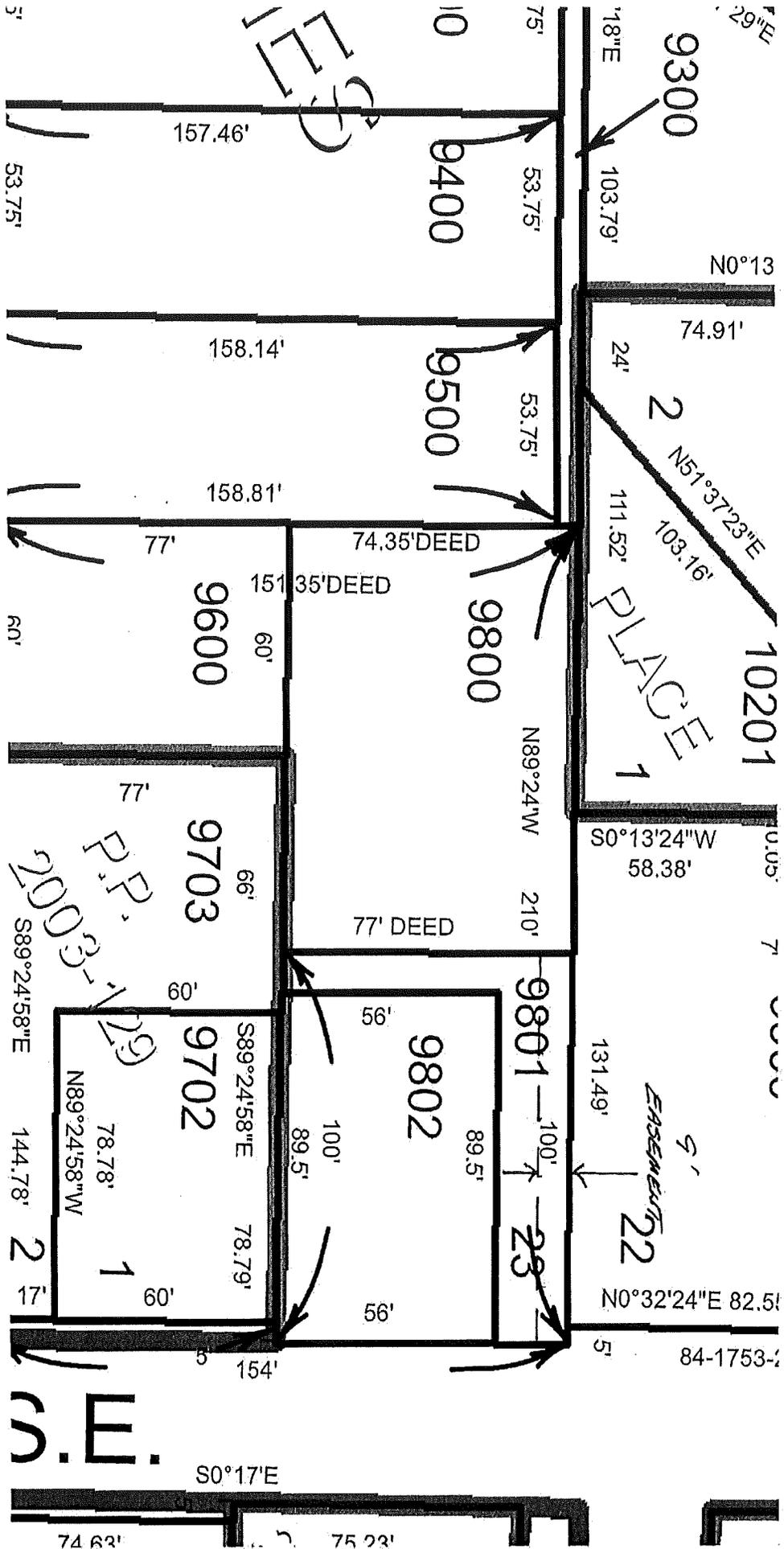
BEGINNING AT A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "W.B. WELLS & ASSOC., INC." (ESTABLISHED BY SURVEY NUMBER 47220, MULTNOMAH COUNTY SURVEY RECORDS) AT THE SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN WARRANTY DEED TO JUSTIN J. JOHNSON AND CASEY L. JOHNSON RECORDED AS DOCUMENT NUMBER 2013-159874, MULTNOMAH COUNTY DEED RECORDS; THENCE ALONG THE SOUTH LINE OF SAID JOHNSON TRACT SOUTH 89°45'18" WEST 95 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THAT TRACT OF LAND CONVEYED TO ALEXANDER SHEVTSOV BY DEED RECORDED AS DOCUMENT NUMBER 2010-091792, MULTNOMAH COUNTY DEED RECORDS; THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID SHEVTSOV TRACT, 9 FEET; THENCE ALONG A LINE PARALLEL WITH AND 9.00 FEET SOUTHERLY OF (WHEN MEASURED IN A DIRECTION PERPENDICULAR THERETO) THE NORTH LINE OF THE AFOREMENTIONED JOHNSON TRACT, NORTH 89°45'18" EAST 100 FEET, MORE OR LESS TO THE WEST RIGHT OF WAY LINE OF S.E. 104TH AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE 9.00 FEET TO THE NORTH LINE OF THE AFOREMENTIONED LOT 23, "DELASHMUTT AND OATMANS LITTLE HOMES NO. 4", AS DEPICTED ON SAID SURVEY NUMBER 47220; THENCE ALONG SAID NORTH LINE, SOUTH 89°45'18" WEST 5.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

REGISTERED
PROFESSIONAL
LAND SURVEYOR


OREGON
JULY 14, 1978
DON DEVLAEINCK
1634

DATE OF SIGNATURE: 12/27/16
EXPIRES 12/31/2017





LES

P.P. 1003-129

PLACE 1

ENSEMBLE 22

LES

74.63'

75.23'