

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

RESOLUTION NO. 2012-017

Approving the Purchase of an Easement for the New Sellwood Bridge Project from Thomas R. and Verna B. Hendrickson.

The Multnomah County Board of Commissioners Finds:

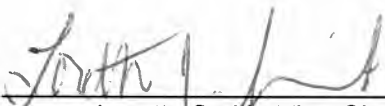
- a. Multnomah County has reached a proposed settlement with Thomas R. and Verna B. Hendrickson, the owners of certain real property interests determined to be necessary for the purpose of constructing, operating, maintaining, repairing and reconstructing the Sellwood Bridge, approaches and interchanges in the City of Portland (the "Project") as authorized by Resolution No. 2010-166.
- b. The real property proposed to be acquired for the price of \$17,600.00 is more particularly described in the Temporary Construction Easement, a copy of which is attached as Exhibit 1 (the "Property").
- c. The Property is necessary for the Project, and it is in the best interest of the public and Multnomah County to approve the purchase of the Property.

The Multnomah County Board of Commissioners Resolves:

1. The Board approves the purchase of the Property, and the County Chair is authorized and directed to execute any documents required for completion of the purchase.
2. The County Chair is further authorized to execute any additional documents that may be necessary or appropriate prior to the County taking possession of the Property, and to participate and settle as necessary any future negotiations with the Hendricksons as further provided for in Exhibit 1.
3. The County Engineer is authorized and directed to execute the acceptance statement on the original Temporary Construction Easement for the Property in conformance with the attached Exhibit 1.

ADOPTED this 16th day of February, 2012.

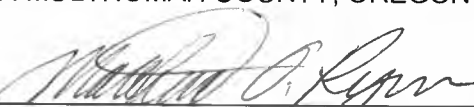
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Loretta Smith, Vice-Chair



REVIEWED:
JENNY M. MORF, ACTING COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY: Commissioner Deborah Kafoury, District 1.

Exhibit 1 to Resolution

After recording return to:

Patrick Hinds
Land Use & Transportation Division, Bldg. #425

Until a change is requested,

tax statements shall be sent to:

Multnomah County Transportation Division
1600 SE 190th Ave
Portland, Oregon 97233

TEMPORARY CONSTRUCTION EASEMENT

Thomas R. Hendrickson and Verna B. Hendrickson, as tenants by the entirety "Grantor", grants to **MULTNOMAH COUNTY**, a Political Subdivision of the State of Oregon, "**Grantee**", a temporary easement for construction, of and access to a new Sellwood Bridge over, under, upon and across the property described in Exhibit A ("Easement Area"), including the right to permanently remove the garage improvements located in the Easement Area for a period beginning on the date of this agreement and ending December 31, 2016 or the completion of construction, whichever is earlier, provided that, Grantee shall provide Grantor 10 days written notice of the date that Grantor must vacate the Easement Area, which date shall not be sooner than January 20, 2012.

After the construction of the new Sellwood Bridge is completed Grantee shall at Grantee's expense construct substantially similar covered garage and secure storage unit improvements on the Sellwood Harbor Condominium property for the use of Grantor. The obligation to construct such improvements is subject to the issuance of permits by the City of Portland (City) and assignment of the units to Grantor by the Sellwood Harbor Condominium Association of Unit Owners (Association). The parties anticipate that City and the Association will approve the construction of the improvements and the assignment of the parking and storage units to Grantor and the parties commit to making best efforts to secure such approvals. The parties recognize, however, that at the time of this agreement, such approvals cannot be obtained. The parties further acknowledge that the compensation to be paid as set forth below was established based on the parties' assumption that the garage and storage units will be constructed. Therefore the parties agree that if, for any reason, the garage and storage units are not constructed and assigned to Grantor, Grantor shall be entitled to additional compensation from Grantee. The parties agree that if they cannot reach agreement as to the amount of such additional compensation, the parties will mediate the claim. If mediation does not result in a settlement, the parties agree to arbitrate the claim under the provisions of ORS 36.600 to 36.740. Grantee agrees to pay the fees of the mediator and the arbitrator.

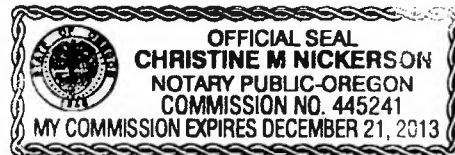
Grantor acknowledges that this grant is pursuant to the exercise of the eminent domain power and authority of Grantee and that the consideration paid by Grantee and accepted by Grantor is just compensation for the property rights granted, and includes all damage to Grantor's remaining property resulting from the acquisition or use of said property rights.

The true consideration paid for this grant stated in terms of dollars is \$ 17,600.00.

Dated this 6th day of January, 2012

[Signature]
Thomas R. Hendrickson

[Signature]
Verna B. Hendrickson



STATE OF OREGON)

) ss

County of Multnomah)

This instrument was acknowledged before me on 1/6

2012, by Thomas R. Hendrickson + Verna B. Hendrickson

[Signature]
Notary Public for Oregon

My Commission Expires: 12/21/13

REVIEWED:

By Jenny M. Morf, Acting County Attorney
For Multnomah County, Oregon

By: 

Assistant County Attorney

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

Dated this 11th day of JANUARY, 2011

By: 

Brian S. Vincent, P.E., County Engineer
for Multnomah County, Oregon

Exhibit A

D2

Limited Common Element storage space D2, SELLWOOD HARBOR CONDOMINIUM, in the City of Portland, Multnomah County, Oregon, as set forth in SELLWOOD HARBOR CONDOMINIUM, recorded February 1, 1980 in Book 1213, Pages 2-12, Multnomah County Plat Records, and in the Declaration of Unit Ownership, Sellwood Harbor Condominium, recorded February 1, 1980 in Book 1416, Page 1755, Multnomah County Deed Records.

D2-2

Limited Common Element parking space D2-2, SELLWOOD HARBOR CONDOMINIUM, in the City of Portland, Multnomah County, Oregon, as set forth in SELLWOOD HARBOR CONDOMINIUM, recorded February 1, 1980 in Book 1213, Pages 2-12, Multnomah County Plat Records, and in the Declaration of Unit Ownership, Sellwood Harbor Condominium, recorded February 1, 1980 in Book 1416, Page 1755, Multnomah County Deed Records.