

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 00-106

Approving the grant to the State of Oregon, by and through its Department of Transportation, of a temporary easement for a work area for construction purposes

The Multnomah County Board of County Commissioners Finds:

- a) That this would be a temporary easement to the State of Oregon, Department of Transportation, for a work area for construction purposes over and across the below described property, and
- b) That the temporary easement herein granted does not convey any right or interest in the below described property, except as stated herein, nor prevent Grantor from the use of said property; provided however that such use does not interfere with the rights herein granted
- c) The grant of this temporary easement serves a public purpose and furthers the public's interest.
- d) The consideration of \$200 offered by the State of Oregon, Department of Transportation is sufficient.
- e) The attached "Temporary Easement" prepared by the State is acceptable and the Board being fully advised in the matter.

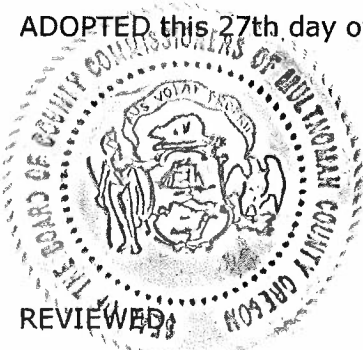
The Multnomah County Board of Commissioners Resolves:

- 1. That the Chair of Multnomah County Board of County Commissioners is authorized to execute the attached temporary easement to the State of Oregon, by and through its Department of Transportation, for the following described property:

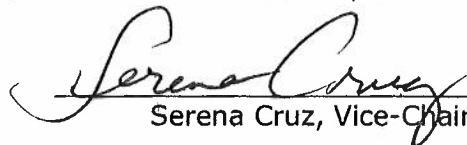
Lot 4, Block 21, M. PATTONS' ADDITION TO ALBINA, Multnomah County, Oregon. EXCEPT therefrom that property described in that warranty deed to the State of Oregon, by and through its State Highway Commission, recorded June 9, 1961 in Book 2066, Page 26 of Multnomah County Deed Records

This parcel of land contains 128 square meters, more or less.

ADOPTED this 27th day of July, 2000.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Serena Cruz, Vice-Chair

Thomas Sponsler, County Attorney
Multnomah County, Oregon

By


Matthew O. Ryan, Assistant County Attorney

TEMPORARY EASEMENT

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, for the true and actual consideration of \$ 200.00 does grant to the **STATE OF OREGON**, by and through its **DEPARTMENT OF TRANSPORTATION**, Grantee, its successors and assigns, a temporary easement for a work area for construction purposes, over and across the following described property:

Lot 4, Block 21, M. PATTON'S ADDITION TO ALBINA, Multnomah County, Oregon.

EXCEPT therefrom that property described in that warranty deed to the State of Oregon, by and through its State Highway Commission, recorded June 9, 1961 in Book 2066, Page 26 of Multnomah County Deed Records.

This parcel of land contains 128 square meters, more or less.

The parties to this Temporary Easement agree as follows:

1. IT IS UNDERSTOOD that the temporary easement rights herein granted shall terminate three (3) years from the date hereof or upon completion of the above-mentioned construction project, whichever is sooner.

2. IT IS ALSO UNDERSTOOD that the temporary easement herein granted does not convey any right or interest in the above-described property, except as stated herein, nor prevent Grantor from the use of said property; provided, however that such use does not interfere with the rights herein granted.

3. Grantor covenants to and with Grantee, its successors and assigns, that Grantor is the owner of said property, and will warrant the easement rights herein granted from all lawful claims whatsoever.

4. Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed.

5 To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, the Grantee hereby agrees to defend, indemnify and hold Grantor, its officers, agents and employees (the "Indemnitees") harmless from:

6-21-00

RETURN TO AND TAX STATEMENT TO
OREGON DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY SECTION
355 CAPITOL STREET NE, ROOM 420
SALEM OR 97301-3871

Account No.: R210516 TL2600

Property Address: Bare Land

- (A) All claims, demands, suits, liabilities, damages, losses, costs or expenses, including but not limited to attorney's fees, that the Indemnitees may sustain or incur on account of any damage to or destruction of any property that the County may own or in which it may have an interest which arise out of the activities conducted by the Grantee, its officers, employees or agents;
- (B) All claims, demands, suits, liabilities, damages, losses, costs or expenses, including but not limited to attorney's fees, on account of any damage to or destruction of any property belonging to any person, firm or corporation which arise out of the activities conducted by the Grantee, its officers, employees or agents, and
- (C) All claims, demands, suits, liabilities, damages, losses, costs or expenses, including but not limited to attorney's fees, on account of any damage resulting from injury to or death of any person or persons which arise out of the activities conducted by the Grantee, its officers, employees or agents.
- (D) All claims, demands, suits, liabilities, damages, losses, costs or expenses which arise out of or are in any way connected with the use, generation, manufacture, storage, discharge, disposal, transportation or possession of Hazardous Materials by the Grantee, its officers, employees or agents at any time during the performance of any of the activities it conducts. "Hazardous Materials" means: (a) any petroleum, including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel, or any mixture thereof, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes, wastes or substances or any other materials or pollutants which: (1) pose a hazard to the Site or to persons on or about the Site or (ii) cause the Site to be in violation of any federal, state or local law, ordinance, regulation, code, or rule relating to Hazardous Materials; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of fifty (50) parts per million; (c) any chemical, material or substance defined as or included in the definition of "hazardous substances," "hazardous wastes," hazardous materials," "extremely hazardous waste," "restricted hazardous waste," "waste" or "toxic substances" or words of similar import under any applicable local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq. the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq.; and (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulate by any governmental authority or may or could pose a hazard to the health and safety of the owners and/or occupants of property adjacent to or surrounding the Site.
- (E) The Grantee indemnity obligations under Section 5, Subsections (A), (B), (C) and (D) shall survive the termination of this Easement Grant.

(F) Grantee shall not be required to indemnify the Grantor for any liability arising out of the wrongful acts of the employees or agents of the grantor.

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

Dated this 27th day of July, 2000.



MULTNOMAH COUNTY

By Serena Cruz
Serena Cruz, Vice Chair

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-3 DATE 7/27/00
DEB BOGSTAD
BOARD CLERK

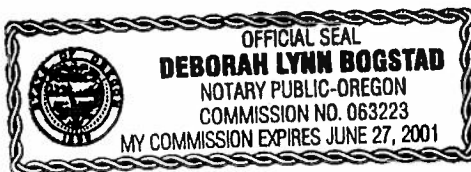
STATE OF OREGON, County of Multnomah

Dated July 27, 2000. Personally appeared Serena Cruz,

who, being

sworn, stated that she is the Vice-Chair of the Board of Commissioners of Multnomah County, Oregon, and that this instrument was voluntarily signed in behalf of the County by authority of an order of the Board of Commissioners.

Before me:



Deborah Lynn Bogstad
Notary Public for Oregon

My Commission expires June 27, 2001

Accepted on behalf of the Oregon Department of Transportation

REVIEWED:
THOMAS SPONSER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

BY Matthew J. Ryan
ASSISTANT COUNTY ATTORNEY

DATE July 18, 2000

STATE'S OBLIGATION(S) AGREEMENT

File No.: 6817001

Date: July 10, 2000

State is to:

- (1) Protect the five large fir trees from damage. It is understood and agreed that the contractor is permitted to limb and/or prune these trees as necessary.
- (2) Upon completion of the soundwall, contractor will leave the easement area in a neat and orderly condition.

It is understood and agreed that State's performance of this agreement shall be a portion of the consideration for the concurrent real property transaction evidenced by deed between Grantors and State. This agreement shall not be effective or binding until Grantors receive notice from the State accepting the conveyance of the real property interests.

MULTNOMAH COUNTY

By *Serena Cruz*
Serena Cruz, Vice-Chair Date 7/27/00

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-3 DATE 7/27/00
DEB BOGSTAD
BOARD CLERK

REVIEWED:
THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

BY *Thomas Sponsler*
ASSISTANT COUNTY ATTORNEY
DATE July 18, 2000