

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Conveyance of a)
Permanent Easement together with a)
Temporary Construction Easement on)
County land at the Parking Lot of the)
Boat Ramp at 4325 N.E. Marine Drive)

O R D E R
#89-62

It appearing that the American Telephone and Telegraph Company desires to bring a fiber optic cable from Vancouver, Washington, to Portland; and

It appearing that the best alignment of the cable connecting Vancouver and Portland is across the Westerly portion of the parking lot at the Boat Ramp; and

It appearing that A T & T has requested a permanent 10' easement, plus a temporary construction easement across said parking lot and has offered to pay \$4,200 for said easements; and

It being determined that the easements will have little or no effect on the use or value of the parking lot, and the Board being fully advised in the matter,

It is ORDERED that Multnomah County execute this Permanent Easement together with a Temporary Construction Easement before the Board this date; and that the County Chair be and she is hereby authorized and directed to execute the same on behalf of Multnomah County.

Dated this 20th day of April , 1989.

APPROVED AS TO FORM:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By 

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By 

Gladys McCoy, County Chair

HLH:CLS
032889



COMMUNICATION SYSTEM EASEMENT

Know all men by these presents, that Multnomah County, a political subdivision of the State of Oregon, in consideration of the sum of One dollar (\$1.00) and other good and valuable considerations, to it paid by American Telephone and Telegraph Company, a Corporation, does hereby grant unto said American Telephone and Telegraph Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents (herein collectively called "Grantees") a right-of-way and easement to construct, operate, maintain, replace and remove such communication systems as the Grantees may from time to time require, consisting of underground cables, wave guides, wires, conduits, manholes, drains, splicing boxes and other facilities for similar uses, under and along the following described parcel:

A right-of-way 10.0 feet wide over and across that portion of the following described real property lying in the Gideon Millard donation Land Claim situated in Section 1, Township 1 North, Range 1 East of the Willamette Meridian, in the County of Multnomah, State of Oregon. The boundaries of said right-of-way lie 5 feet on each side of, and parallel with, the following described centerline:

Beginning at the intersection of the centerline of N.E. Marine Drive Road No. 1167 with the East line of the Sarah Wilson D.L.C.; thence South $73^{\circ} 57'$ East 57.37 feet to a point; thence along a 1910.0 foot radius curve to the left 200.29 feet to a point; thence North $0^{\circ} 09'$ West 30.49 feet to a point on the North right-of-way line of said N.E. Marine Drive; thence continuing North $0^{\circ} 09'$ West parallel to said East line of the Sarah Wilson D.L.C. 253.0 feet more or less to the South bank of the Columbia River, also being the Northwest corner of that certain real property conveyed to Multnomah County, by Warranty Deed, recorded July 1, 1958, in Book 1905 Page 28 Multnomah County Deed Records in Multnomah County, Oregon; thence along the North line of said property, North $89^{\circ} 59' 41''$ East 7.08 feet, to the true point of beginning; thence South $19^{\circ} 53' 47''$ West 1.87 feet; thence South $00^{\circ} 12' 39''$ West 252.11 feet to the South boundary of said property, also being the North right-of-way line of N.E. Marine Drive No. 1167, and the end point this centerline description.

Together with a temporary construction easement for the construction of the said communication systems and related facilities described as follows:

A strip of land 20.0 feet in width lying adjacent to, parallel with, and easterly of the above described permanent easement.

It is understood and agreed that no building shall be erected on or fill placed upon the above described parcel without the prior written consent of the Grantee.

It is further understood that:

- a) Except in cases of emergency, no construction work will be done on weekends or holidays;
- b) Grantee will notify Grantor at least 5 days in advance of any work to be done at easement site;
- c) Grantee shall replace, and/or restore, as nearly as possible, to its original condition, any and all riprap disturbed during construction of easement.

The undersigned hereby covenant(s) not to do or permit anything to interfere with the rights herein granted to Grantees and without in any way limiting the generality of the foregoing, further covenant(s) not to erect or construct, or permit to be erected or constructed, any fence, building or any other structure of any kind within the limits of said easement; and not to grant other easements on, under, or over this easement without Grantees' prior written approval.

The Grantee shall have the rights of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted.

The Grantee agrees that the said cables shall be buried 42 inches or deeper and the manhole covers shall be flush with the existing asphalt in the parking lot, and to pay for and repair damage done, if any, to guard rails, fences and asphalt paving in the parking lot damaged in the course of the construction and maintenance activities associated with the aforesaid system. The undersigned shall have the right to use and enjoy the land occupied by the said right-of-way and easement excepting when such use shall interfere with the rights herein granted to the Grantees.

The covenants, terms, conditions, and provisions herein shall extend to and be binding upon the administrators, personal representative, successors, assigns, lessees, and agents of the parties hereto.

In witness whereof, Multnomah County, a political subdivision of the State of Oregon, pursuant to the lawful authority given to the undersigned by its Board of Commissioners has caused these presence to be signed by its County Chair, this 20th day of April , A.D., 1989.

APPROVED AS TO FORM:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By John L. DeBary

MULTNOMAH COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF OREGON

By Gladys McCoy

Gladys McCoy, County Chair

DEED APPROVED:

Paul Yarborough, Director
Dept. of Environmental Services

By Harold L. Holub

Property Officer

STATE OF OREGON

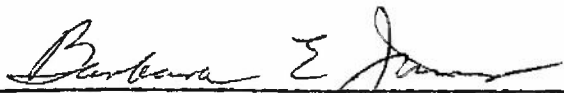
COUNTY OF MULTNOMAH

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ss.

On this 20th day of April, A.D. 1989, before me, a Notary Public in and for said County and State, personally appeared Gladys McCoy, to me personally known, who being duly sworn did say that she, Gladys McCoy, is County Chair of Multnomah County, Oregon, and that the seal affixed to said instrument is the corporate seal of said Multnomah County and that said instrument was signed and sealed on behalf of said County by authority of its Board of County Commissioners, by Gladys McCoy, and the said Gladys McCoy acknowledged said instrument to be the free act and deed of said County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.



Notary Public for Oregon

My Commission Expires: 1/06/90

(SEAL)

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