

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Conveyance of a)
Permanent Easement for an Underground)
Communication Facility on County Land)
at the Glendoveer Golf Course in)
Section 35, TIN, R2E, WM, Multnomah)
County, Oregon)

O R D E R
93-409

It appearing that U.S. West Communications, Inc. desires to place and underground communication facility in the vicinity of the Regency Park in Portland, Oregon in order to serve present and future communications service growth in that area; and

It appearing that the best location for the underground communication facility is on the northerly five feet of a parcel of land upon which is located on the Glendoveer Golf Course; and

It appearing that U.S. West has requested a permanent easement of four thousand, three hundred ninety two (4,392) square feet upon said parcel and has offered to pay the sum of eight hundred eighty dollars (\$880.00) for said easement; and

It being determined that the requested easement will have little or no effect upon the use or value of said parcel, and the Board being fully advised in the matter:

It is ORDERED that Multnomah County execute this Permanent 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 30th day of December, 1993.

REVIEWED

LAURENCE KRESSEL, County
Counsel for Multnomah
County, Oregon

By John L. DuBay
John L. DuBay, Chief Deputy

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, County Chair

EASEMENT

RW Reference

The Undersigned Grantor(s) for and in consideration of Eight Hundred Eighty and 00/100

-----Dollars(\$ 880.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey to U S WEST Communications, Inc., a Colorado Corporation, (Grantee) whose address is 1600 7th Ave., Seattle, Washington 98191 its successors, assigns, lessees, licensees and agents a perpetual easement to construct, reconstruct, operate, maintain and remove such telecommunications facilities as Grantee may require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to wit:

PARCEL II:

A tract of land in the Northeast $\frac{1}{4}$ of Section 35, Township 1 North, Range 2 East of the Willamette Meridian, Multnomah County, Oregon, described as follows: Beginning at the Northeast corner of said Section; thence South $88^{\circ}20'$ West along the North line of said Section, a distance of 1137.72 feet to the Northeast corner of a tract of land conveyed to Mary Welbes by deed recorded May 6, 1919 in Book 777, Page 321, Deed Records; thence South $0^{\circ}25'30''$ West along the East line of said last mentioned tract 1303.67 feet to an iron pipe at the Southeast corner thereof; thence North $88^{\circ}20'$ East along the North line of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 35, a distance of 1137.72 feet to the East line of said Section 35; thence North $0^{\circ}25'30''$ East along the East line of said Section 35 to the place of beginning.

ALSO: The Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 35 and the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 35. (Over)

situated in County of Multnomah, State of Oregon

Grantee shall have the right of ingress and egress over and across the Land of the Grantor to and from the above-described property and the right to clear and keep cleared all trees and other obstructions. Grantee shall be responsible for all damage caused to Grantor arising from Grantee's exercise of the rights and privileges herein granted.

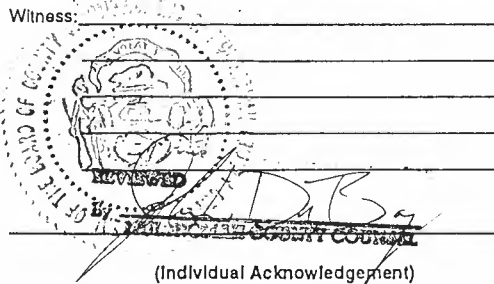
The Grantor reserves the right to occupy, use and cultivate said Easement for all purposes not inconsistent with, nor interfering with the rights herein granted.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the property is located.

In witness whereof the undersigned has executed this instrument this 30th day of December, 1993.

Witness:

By: MULTNOMAH COUNTYBy: Beverly Stein, Chair

(Individual Acknowledgement)

State of _____

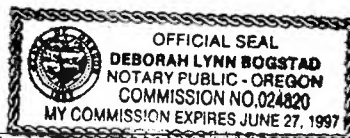
County of _____

ss

On this day personally appeared before me

known to me to be the individual _____ who executed the foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes herein mentioned.

Given under my hand and official seal this _____ day of _____, 19____.



Notary Public in and for the State of _____ residing at _____

My commission expires: _____

(Corporate Acknowledgement)

State of OREGONCounty of Multnomah

ss

On this day personally appeared before me

Beverly Stein

who did say X/she is the Chair,

Multnomah County Board of Commissioners of the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and an oath stated that she _____ was/were authorized to execute said instrument on behalf of the corporation. Given under my hand and official seal this 30th day of December, 1993.

Deborah Lynn Bogstad
Notary Public in and for the State of OREGON
residing at Portland, Oregon

My commission expires: 6/27/97

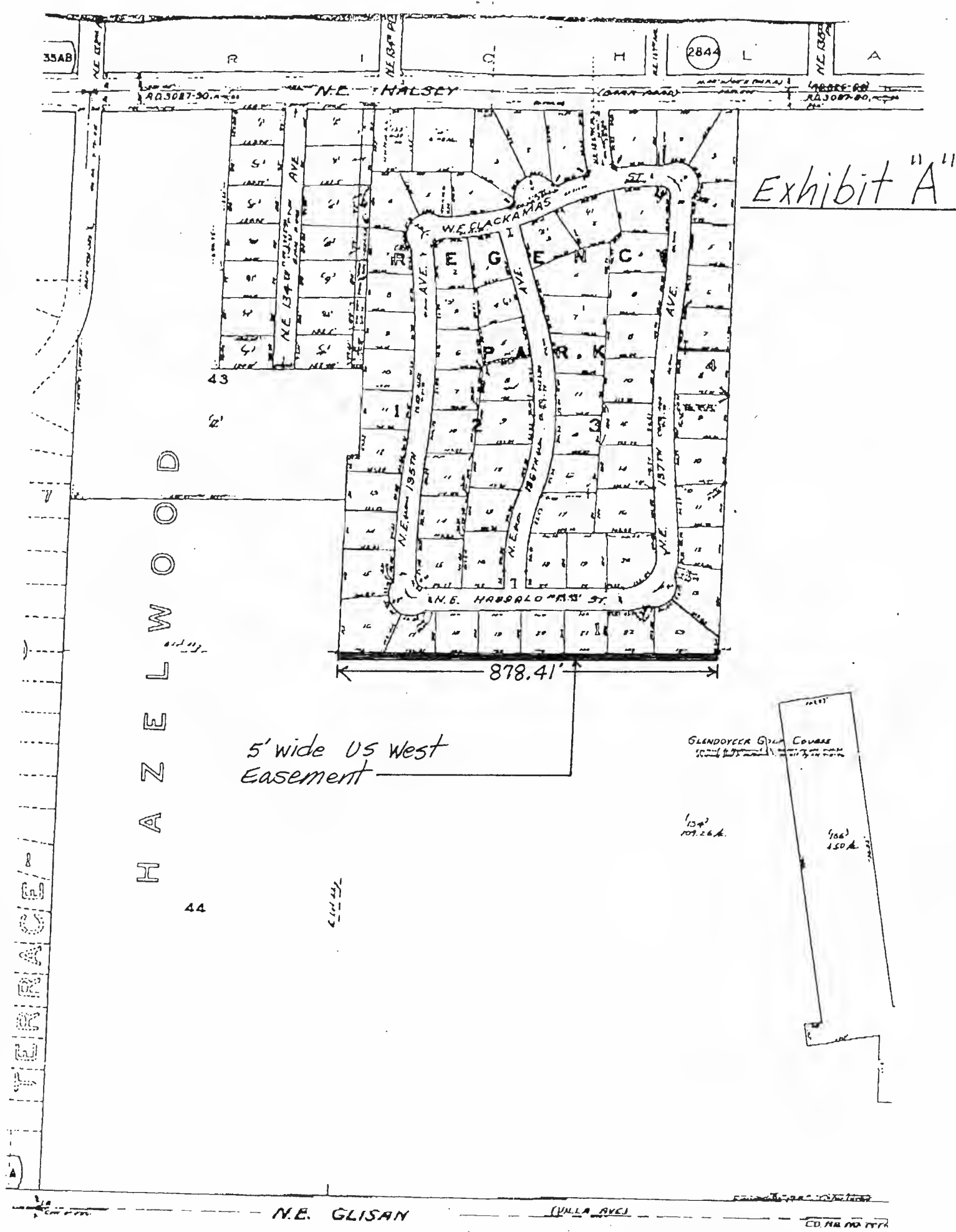


Exhibit "A"

5' wide US West
Easement

GLENDYCKER GOLF COURSE

109.26'

150'

44

NE GLISAN

(VALLEY AVE)

CD 11111111

By law, U S WEST Communications is required to report all transactions totalling over \$600.00 to the Internal Revenue Service. To expedite payment please furnish your Tax Identification Number or Social Security Number. Please return this paper with your number indicated in the space provided below.

Thank you.

Number 93-6002309