

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 01-141**

Authorizing Amendments to the Sale Agreement for Purchase of the Wapato Jail Site from the Port of Portland, Amendments to the Intergovernmental Agreement for Reimbursement of Infrastructure Construction Costs to Serve the Site and Execution of Related Easements and Other Required Documents to Complete the Purchase of the Site

**The Multnomah County Board of Commissioners Finds:**

- a) On May 6, 1999, by Resolution 99-76 the Board authorized the Chair to execute agreements necessary to purchase of a site in the Rivergate Industrial District from the Port of Portland for construction of the Wapato Jail.
- b) On May 13, 1999 the Chair executed on behalf of the County a Sale Agreement for purchase of the site and an Intergovernmental Agreement for reimbursement of infrastructure construction costs to serve the site.
- c) As a result of the consent decree entered into by the Port of Portland in Jones v. Thorn, et al, in the District Court of Oregon, it became necessary to renegotiate the agreements previously reached with the Port for purchase of the site.
- d) It is necessary to approve the attached amendments to the agreements and the easements related to the purchase of the site in order for the purchase of site to be completed.

**The Multnomah County Board of Commissioners Resolves:**

1. The Chair is hereby authorized and directed to execute the ADDENDUM TO THE SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY, the AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR REIMBURSEMENT OF INFRASTRUCTURE CONSTRUCTION COSTS TO SERVE THE RIVERGATE CORRECTIONS FACILITY SITE, the STORMWATER OUTFALL EASEMENT and the ACCESS AND SLOPE CONSTRUCTION AND MAINTENANCE EASEMENT AGREEMENT in substantially the form attached hereto together with all other documents required to complete the purchase of the site.

ADOPTED this 25th day of October, 2001.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED: S

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
John S. Thomas, Assistant County Attorney

## ADDENDUM TO SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

This is an Addendum ("Addendum") to the Sale Agreement and Receipt for Earnest Money ("Sale Agreement") dated as of May 13, 1999, by and between THE PORT OF PORTLAND, a Port district of the State of Oregon ("Port"), and MULTNOMAH COUNTY, a municipal corporation organized under the laws of the State of Oregon ("Buyer").

### RECITALS

A. Since the parties entered into the Sale Agreement, a settlement has been reached in the matter of Jones v. Thorn (sic), et al, Case No. CV 97-1674 ST in the District Court of Oregon ("Jones Settlement").

B. The Jones Settlement requires revision of the original Sale Agreement in order to comply with the terms of the settlement.

C. By this Addendum the parties wish to modify the Sale Agreement so it will be consistent with the requirements of the Jones Settlement and further to make other changes appropriate to the modifications required by the Jones Settlement.

### AGREEMENT

1. All references in the Sale Agreement to the term "Sale Agreement" shall mean the Sale Agreement as modified by this Addendum.

2. Section 1.1 is amended to read as follows:

#### **"1.1 Description of Real Property**

Buyer agrees to purchase from the Port and the Port agrees to sell to Buyer a parcel of land located in the City of Portland, Multnomah County, Oregon, situated in an area commonly known as "Rivergate Industrial District" consisting of 18.24 acres of land, as described in **Exhibit A** ("Property")."

3. Exhibit A to the Sale Agreement is deleted and replaced with a new Exhibit A attached to this addendum.

4. Section 1.2 is amended to read as follows:

#### **"1.2 Purchase Price**

The purchase price for the Property is four million six hundred and forty-five thousand dollars (\$4,645,000)."

5. Buyer agrees that the Access and Slope Construction and Maintenance Easement Agreement described in paragraph 8 below, and any easements or other matters disclosed on the plat for the Property, shall be deemed a "Permitted Encumbrance" as defined in Section 4 of the Sale Agreement.

6. The contingencies set forth in Sections 5.1.2, 5.1.3.1 and 5.1.3.3 have been satisfied or waived. Buyer covenants that it will commence design and construction of the infrastructure to serve Buyer's proposed use of the Property immediately after Closing (as defined in the Sale Agreement) notwithstanding any appeal of the City's approval of the final plat dividing the Property from the Adjacent Site, defined below. This covenant shall survive Closing.

7. A new section 5.1.4 is added as follows:

**“5.1.4 Additional Documents to be Provided by Seller**

Seller shall deposit into escrow at closing the Stormwater Outfall Easement attached hereto as **Exhibit E.**”

8. Section 5.2.1 is amended to read as follows:

**“5.2.1 Additional Documents to be Provided by Buyer**

Buyer shall deposit into escrow at closing the Access and Slope Construction and Maintenance Easement Agreement attached hereto as **Exhibit F.**”

9. Buyer acknowledges that the Consent Decree entered in the Jones Settlement requires the Port to perform certain restoration and other work on property within Rivergate Industrial Park including on property immediately adjacent to the Property and known as “Tract A – Open Space” on the proposed plat for the Bybee Lake Industrial Park subdivision (the “Adjacent Site”). Section 7 of the Sale Agreement is hereby amended to add at the end thereof, as additional language to be included in the Deed to be delivered at Closing:

“Grantee covenants that it shall not use the Property in a manner that will be inconsistent with the use of the adjacent property retained by Grantor and identified as “Tract A – Open Space” on the plat for the Bybee Lake Industrial Park subdivision recorded in the records of Multnomah County, Oregon (the “Adjacent Site”) as a wetland and for slope support or otherwise inconsistent with Grantor’s obligations under the Consent Decree entered on January 31, 2001 in Case No. CV97-1674-ST in the matter of Jones v. Thorn (sic), et al, in the District Court of Oregon, as such may be amended from time to time (the “Consent Decree”).”

10. The last two sentences of Section 12 are hereby deleted.

11. Section 15 is amended to delete therefrom the first clause (“Subject to any court order that might be issued prior to Closing pertaining to the lawsuit referenced to in Section 5.1.3.3”) of the paragraph.

12. The address for Buyer in Section 20 is amended as follows:

Multnomah County  
Property Management  
401 N. Dixon Street  
Portland, OR 97227-1865

with a copy to:

Multnomah County  
Multnomah County Inverness Jail  
11540 N.E. Inverness Drive  
Portland, OR 97220  
Attention: Bob Nilsen

13. The “Closing Date” referred to in Section 3 of the Sale Agreement shall occur by no later than ten (10) days after the approval by the City of Portland (subsequent to the City’s voluntary remand of September 2001) of the Bybee Lakes Subdivision plat (“Bybee Lakes Plat”).

## **14. Appeal of Subdivision Plat**

**14.1** In the event that, after Closing, the City's decision approving the Bybee Lakes Plat is appealed by a third party and the City's decision is overturned so that the land division creating the Property is invalidated, then, at Buyer's request, Buyer shall convey the Property to the Port for no monetary consideration and the Port will simultaneously ground lease the Property to the County on the following terms and conditions:

14.1.1 The term of the ground lease shall be 99 years.

14.1.2 The purchase price set forth above shall be credited as prepaid rent for the entire term of the ground lease.

14.1.3 The provisions of paragraphs 1.3, 8, 10 and 19 of the Sale Agreement and the restrictive covenants in the Deed attached as Exhibit D shall be included as ground lease terms.

14.1.4 The property shall be leased to Buyer "as is" and the ground lease shall provide that the Port makes no representations regarding the condition of the property. Buyer shall retain ownership of the improvements made on the Property. The lease shall be "triple net" to the Port.

14.1.5 The ground lease shall be subject to the provisions of the Access and Slope Construction and Maintenance Easement Agreement attached as Exhibit F.

14.1.6 The ground lease shall include the provisions of the Stormwater Outfall Easement attached as Exhibit E.

14.1.7 The ground lease shall be based on the Port's form of ground lease modified to address the above terms and to allow Buyer to provide self insurance in lieu of insurance policies for all risks for which Buyer self insures, with other changes to the form as may be reasonably negotiated by the parties; provided that the Port shall not be deemed to be unreasonable as long as it treats Buyer similarly to other ground lessees of the Port within the Rivergate Industrial Park.

14.1.8 The ground lease shall contain a provision requiring the Property to be reconveyed to the Buyer for no monetary consideration if and when the Bybee Lakes Plat or other land division is approved pursuant to Section 14.2 below.

**14.2** If the Bybee Lakes Plat approval is invalidated, the Port shall re-apply for and make reasonable efforts to obtain approval of the Bybee Lakes Plat or other land division to lawfully create the Property as a separate legal parcel. Each party shall cooperate reasonably in connection therewith and shall bear its legal and other expenses incurred in connection with such efforts. If the re-application results in approval of the Bybee Lakes Plat or other land division, the parties agree that the Port shall convey to Buyer, and Buyer shall accept from the Port, the Property by deed substantially in the form set forth in Exhibit D subject only to the Permitted Encumbrances and any others created or suffered by Buyer. Contemporaneously with such conveyance, the parties shall execute appropriate documents to terminate the ground lease.

**14.3** If the parties cannot agree on a ground lease term, or in the event of any dispute under this Sale Agreement as modified by this Addendum, the parties agree that the dispute shall initially be submitted to mediation. The mediator will be selected by mutual agreement and will

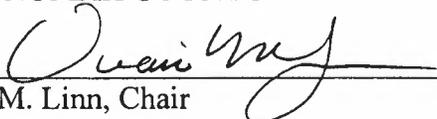
be compensated equally by both parties. If the parties fail to agree on a mediator within ten days of notice by either party of a request for mediation, a mediator shall be appointed by the presiding judge of the Multnomah County Circuit Court upon the request of either party.

15. Unless specifically amended in this Addendum, all other terms and conditions of the Sale Agreement shall remain the same. The parties shall provide a photocopy of this Addendum to the Escrow Agent, as defined in the Sale Agreement, promptly upon the full execution hereof.

IN WITNESS WHEREOF, the parties hereto have subscribed their names.

BUYER  
MULTNOMAH COUNTY

SELLER  
THE PORT OF PORTLAND

By:   
Diane M. Linn, Chair

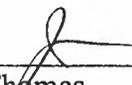
By: \_\_\_\_\_  
\_\_\_\_\_, Executive Director

REVIEWED:

APPROVED AS TO LEGAL SUFFICIENCY  
FOR THE PORT

Thomas Sponsler, Attorney for Multnomah  
County

By: \_\_\_\_\_  
Counsel for Port of Portland

By:   
John S. Thomas  
Assistant County Attorney

APPROVED BY COMMISSION ON:  
\_\_\_\_\_

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-4 DATE 1025.01  
DEB BOGSTAD, BOARD CLERK

## **EXHIBIT A**

All of Lot 8 according to the proposed plat of the Bybee Lake Industrial Park, in the Rivergate Industrial District, in the City of Portland, Multnomah County, Oregon.

After recording return to:

Multnomah County  
Property Management  
401 N. Dixon Street  
Portland, OR 97227-1865

No change in tax statements.

## STORM WATER OUTFALL EASEMENT

**GRANTOR:** THE PORT OF PORTLAND, a port district of the State of Oregon

**GRANTEE:** MULTNOMAH COUNTY, a municipal corporation organized under the laws of the state of Oregon

For good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby grants to Grantee, for the uses and on the conditions set forth below, a perpetual non-exclusive easement upon, over, under and through a portion of Grantor's property more precisely described on **Exhibit A** (the "Easement Area").

### 1. GRANTEE'S USE

#### 1.1 General

Grantee shall have the right to use the Easement Area only for the placement and use of a storm water outfall pipe and slope protection, for discharge of ordinary storm water from the outfall pipe across Grantor's land, and for the ingress and egress necessary thereto, and for no other purpose without Grantor's prior written consent. Grantee shall under no circumstances allow any substances other than ordinary storm water to be discharged from the storm water pipe. Grantee shall manage and, as appropriate, secure the Easement Area and its occupation or use so as to prevent any unauthorized access or waste disposal by any party on or relating to the Easement Area.

#### 1.2 Requirements of Consent Decree

##### 1.2.1 Consent Decree

Grantee covenants that it shall not use the Easement Area in a manner that will be inconsistent with the use of Grantor's property as a wetland and for slope purposes or otherwise inconsistent with Grantor's obligations under the Consent Decree entered on January 31, 2001 in Case No. CV97-1674-ST in the matter of Jones v. Thorn (sic), et al, in the District Court of Oregon, as such may be amended from time to time (the "Consent Decree").

### **1.2.2 Design and Construction**

The location, design and construction of the storm water pipe and outfall shall be subject to Grantor's prior written approval, which shall not be unreasonably withheld, delayed or conditioned, provided that Grantor shall have the right to withhold or condition such approval if the proposed location, design or construction of such pipe or outfall shall interfere with Grantor's ability to comply with the Consent Decree as determined by Grantor in its sole discretion. The end of the storm water pipe shall have a diffuser to minimize erosion of the bank and wetland and trail areas. Grantee shall be responsible for all damages and losses incurred by Grantor arising from erosion or other destruction of the bank and wetland and trail areas resulting from the use, operation and maintenance of the storm water outfall, provided that Grantee shall not be responsible for damages arising from force majeure events, such as flood or earthquake, or for third party actions or omissions that cause any such damages or losses. The storm water pipe and outfall, and Grantee's rights to use the Easement Area for such purposes, shall be subject to the provisions of the Consent Decree, and Grantee covenants that it shall not use the pipe, outfall and rights under this Easement in a manner that is inconsistent with the use of Grantor's property as a wetland and for slope purposes or is otherwise inconsistent with Grantor's obligations under the Consent Decree. In addition, Grantee shall be responsible for paying any costs associated with such storm water pipe (such as relocating the pipe or providing a culvert for the pipe) if necessary, as determined by a court to allow Grantor to comply with the Consent Decree, as such may be further amended from time to time. Grantor makes no representations and warranties about defending any claim involving or affecting the location of the storm water pipe. If there is a claim that Grantee's use of the Easement Area violates the Consent Decree, Grantee shall have the right but not the obligation to join in with the Port in defending the claim or, if the Port is not defending the claim, to defend the claim on Grantee's behalf. If Grantee becomes involved in any such defense it shall do so at its sole expense.

## **2. ENVIRONMENTAL MANAGEMENT AND COMPLIANCE**

### **2.1 Definitions**

For the purposes of this Easement, the following definitions shall apply:

#### **2.1.1 "Environmental Law"**

"Environmental Law" shall mean applicable federal, state and local laws, now or hereafter in effect, as the same may be amended from time to time, and applicable decisional law, which in any way govern materials, substances, regulated wastes, emissions, pollutants, animals or plants, noise, or products and relate to the protection of health, natural resources, safety or the environment.

#### **2.1.2 "Hazardous Substance"**

"Hazardous Substance" shall mean any and all substances, pollutants, materials, or products defined or designated as hazardous, toxic, radioactive, dangerous or regulated wastes or materials or any other similar term in or under any Environmental Law and shall also mean fuels, petroleum and petroleum-derived products.

### **2.1.3 "Hazardous Substance Release"**

"Hazardous Substance Release" shall mean the spilling, discharge, deposit, injection, dumping, emitting, releasing, leaking or placing of any Hazardous Substance into the air or into or on any land or waters, except as authorized by a then-current and valid permit issued under applicable Environmental Law.

### **2.2 Hazardous Substances**

Grantee may not use, handle or store on the Easement Area, or use the storm water outfall pipe to transport, any Hazardous Substances.

### **2.3 Hazardous Substance Releases**

In the event of a violation of Environmental Law, a violation of an environmental provision of this Easement, a Hazardous Substance Release, or the threat of or reasonable suspicion of the same for which the Grantee is responsible, on the Easement Area, on other properties, in the air or in adjacent or nearby waterways (including groundwater), which results from or occurs in connection with Grantee's occupancy or use of the Easement Area, Grantee shall be responsible for such Hazardous Substance Release, shall promptly notify Grantor, and shall clean up and restore the Easement Area and other affected properties to the extent required by law and compatible with Grantor's current and intended future uses of the Easement Area and other affected properties and any Consent Decree requirements.

## **3. TERM**

This Easement shall commence upon the date written below and shall continue in perpetuity unless terminated by mutual agreement of the parties. In the event of an abandonment of this Easement by Grantee or upon termination, Grantee shall promptly execute and deliver to Grantor recordable documents sufficient to remove this Easement as an encumbrance against the property.

## **4. COMPLIANCE WITH LAWS**

Grantee shall conduct its activities under this Easement in compliance with the Consent Decree and all applicable state, federal, and local laws, regulations, agency guidance documents, Port rules and regulations, terms of any permits applicable to the Easement Area or Grantor's property.

## **5. RESTORATION OF EASEMENT AREA**

### **5.1 Disturbance**

In the event that the Easement Area or any landscaping or other improvement located within or adjacent to the Easement Area is disturbed by the exercise of any rights granted herein or any associated construction, Grantee shall promptly remove any debris and restore the disturbed area including any disturbed landscaping, wetland or trail areas or other improvement to a condition not less than the condition prior to the exercise of such rights.

## **5.2 Condition on Termination**

Upon termination, Grantee shall, at Grantor's option, restore the Easement Area to a condition not less than the condition of the Easement Area prior to the date of this Easement, or to a condition not less than that of Grantor's surrounding property. Restoration shall include the removal of all improvements constructed or used in the Easement Area by Grantee or, subject to Grantor's prior written consent, abandonment in place.

## **6. CONSTRUCTION OF IMPROVEMENTS**

Prior to the commencement of any new construction or material reconstruction activities in the Easement Area, Grantee shall, except in the case of emergency, obtain from Grantor a Construction Permit and Right of Entry.

## **7. INDEMNIFICATION**

To the extent allowed under Oregon law, Grantee agrees to indemnify, hold harmless and defend Grantor, its commissioners, directors, officers, and employees from and against and to reimburse Grantor for all claims, actions, damages, injuries, costs, loss, or expenses incidental to the investigation and defense thereof, arising out of the acts or omissions of, or use or occupancy of the Easement Area, or any violation of this Easement, by Grantee, its agents, contractors, or employees.

## **8. GRANTOR'S USE**

Grantor reserves the right to use the Easement Area for any lawful purpose not inconsistent with Grantee's permitted use, including without limitation the installation, maintenance, repair, removal, replacement or relocation of underground utilities and services, paths, shallow-rooted landscaping, and continued operation and development of Grantor's property. In the event that Grantor needs all or a portion of the Easement Area for other purposes, Grantor reserves the right to relocate, after consultation with Grantee and at Grantor's expense, the Easement Area and any utilities or facilities located in the Easement Area.

## **9. CONDITION; REPAIRS AND MAINTENANCE**

Grantor makes no warranty, guarantee, or representation concerning the physical condition of the Easement Area nor its suitability for any of Grantee's intended purposes. Grantee will maintain, repair and replace the improvements owned or used by Grantee in the Easement Area to keep them in good condition and repair at all times.

## **10. MEDIATION**

If any dispute should arise between Grantor and Grantee concerning this Easement or the parties' obligations or activities under this Easement, the dispute shall be submitted to mediation before a mediator agreed to and compensated equally by both parties, prior to commencement of arbitration or litigation. If the parties fail to agree on a mediator, a mediator shall be appointed by the presiding judge of the Multnomah County Circuit Court.

## 11. BINDING

This Easement shall be and hereby is made a part of each conveyance of all or any part of the Easement Area and shall run with the land as to all property burdened by this Easement. As used in this Easement, the terms "Grantee" and "Grantor" shall include the above named Grantee and Grantor, and such parties' successors and assigns.

## 12. NOTICES

All notices required under this Easement shall be sent certified mail, return receipt requested, to the addresses set forth below unless changed by the parties by notice in writing:

to the County:

Multnomah County  
Property Management  
401 N. Dixon Street  
Portland, OR 97227-1865

with a copy to:

Multnomah County  
Multnomah County Inverness Jail  
11540 N.E. Inverness Drive  
Portland, OR 97220  
Attention: Bob Nilsen

to the Port:

The Port of Portland  
P.O. Box 3529  
Portland, OR 97208  
Attention: Manager, Property and Development Services

**13. AMENDMENT**

This Easement may not be amended except by written agreement of all parties. No amendment shall be effective until duly recorded in the records of Multnomah County, Oregon.

This grant is made and accepted effective this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

GRANTEE  
MULTNOMAH COUNTY

GRANTOR  
THE PORT OF PORTLAND

By: \_\_\_\_\_  
Diane M. Linn, Chair

By: \_\_\_\_\_  
E.B. Galligan, Executive Director

REVIEWED:  
  
Thomas Sponsler, Attorney for Multnomah  
County

APPROVED AS TO LEGAL SUFFICIENCY  
FOR THE PORT

By: \_\_\_\_\_  
Counsel for the Port of Portland

By: \_\_\_\_\_  
John S. Thomas  
Assistant County Attorney

**ACKNOWLEDGMENTS FOR  
EASEMENT BETWEEN THE PORT OF PORTLAND AND  
MULTNOMAH COUNTY**

STATE OF OREGON                    )  
  )  
COUNTY OF MULTNOMAH         )

This easement was acknowledged before me on \_\_\_\_\_, 2001, by  
\_\_\_\_\_ as \_\_\_\_\_ of the Port  
of Portland.

\_\_\_\_\_  
Notary Public for Oregon

My Commission Expires: \_\_\_\_\_

STATE OF OREGON                    )  
  )  
COUNTY OF MULTNOMAH         )

This easement was acknowledged before me on \_\_\_\_\_, 2001, by  
\_\_\_\_\_ as \_\_\_\_\_ of Multnomah  
County.

\_\_\_\_\_  
Notary Public for Oregon

My Commission Expires: \_\_\_\_\_

## EXHIBIT A

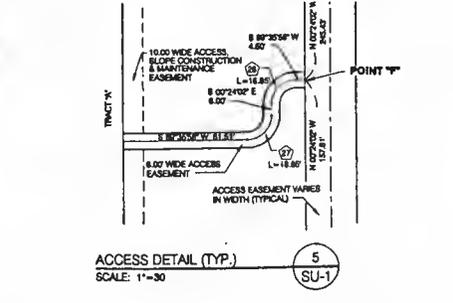
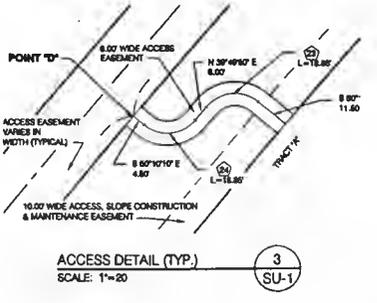
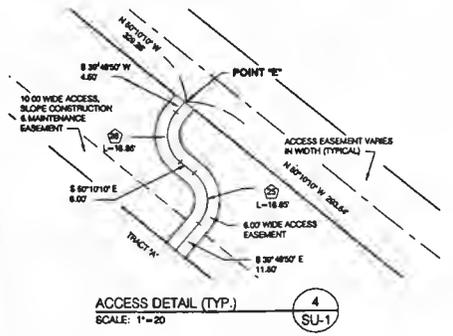
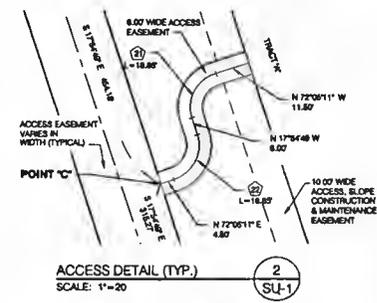
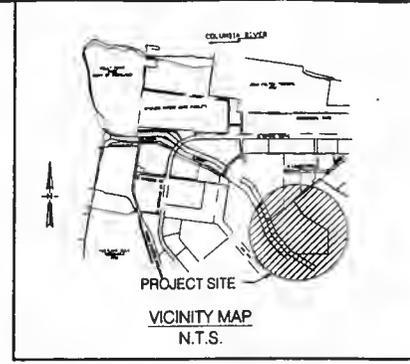
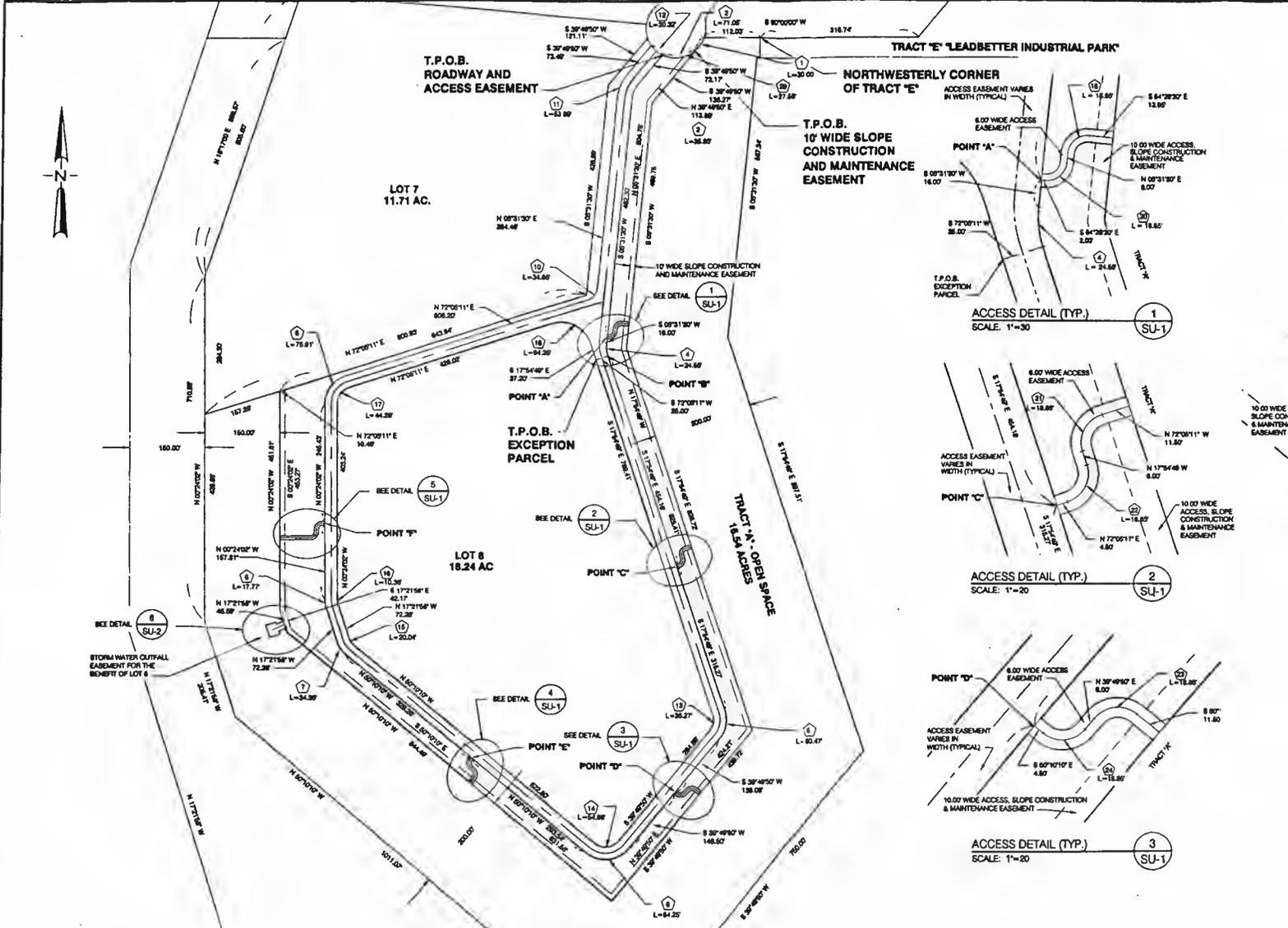
### EASEMENT DESCRIPTION

A parcel of land situated in the Southwest one-quarter of Section 25, Township 2 North, Range 1 West, Willamette Meridian, City of Portland, Multnomah County, Oregon, being further described as follows:

Located in a portion of Tract "A" of the proposed Plat of "Bybee Lake Industrial Park" said Plat being a Replat of Lot 2 & Tract "D" "Leadbetter Addition" and Lot 4 and a portion of Tract "A" of "Leadbetter Industrial Park" and other lands, being further described as follows:

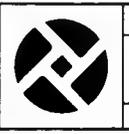
Beginning at 5/8 inch iron rod with yellow plastic cap inscribed "Port of Portland" said point being the most Southwesterly corner of Lot 7 and the most Westerly Northwest corner of Tract "A" of the proposed Plat of "Bybee Lake Industrial Park"; thence North  $72^{\circ}05'11''$  East, along the common dividing line between Lot 7 and Tract "A" of said Plat, a distance of 157.29 feet, to the most Westerly Northwest corner of Lot 8 of said proposed Plat; thence leaving said common dividing line along the Easterly line of Tract "A" and the Westerly lines of Lot 8, the following two (2) courses: (1) South  $00^{\circ}24'02''$  East a distance of 451.61 feet to an angle point in said boundary of Lot 8; (2) thence South  $17^{\circ}21'58''$  West a distance of 22.87 feet to the **true point of beginning** of the parcel being described; thence leaving said Westerly line, along the outbounds, the following seven (7) courses: (1) South  $64^{\circ}53'03''$  West a distance of 15.00 feet; (2) thence North  $17^{\circ}21'58''$  West a distance of 4.00 feet; (3) thence South  $72^{\circ}38'02''$  West a distance of 21.00 feet; (4) thence South  $17^{\circ}21'58''$  East a distance of 26.00 feet; (5) thence North  $72^{\circ}38'02''$  East a distance of 21.00 feet; (6) thence North  $17^{\circ}21'58''$  West a distance of 6.86 feet; (7) thence North  $64^{\circ}53'03''$  East a distance of 15.00 feet to a point on the Westerly line of said Lot 8; thence along said Westerly line of Lot 8 North  $17^{\circ}21'58''$  East a distance of 15.14 feet to the **true point of beginning**.

The bearings in this description are based on the proposed Plat of "Bybee Lake Industrial Park" (Port of Portland Drawing number RG 1999-16), and said map by reference is made a part hereof.



**Exhibit A**

NO.	DATE	BY	REVISIONS	CRD	APPROV	NO.	DATE	BY	REVISIONS	CRD	APPROV



**PORT OF PORTLAND**  
**PORTLAND, OREGON**

*David A. Foster*  
**PROJECT MANAGER**

BOOK: \_\_\_\_\_ SEARCH NUMBER: \_\_\_\_\_

PROJECT NUMBER: 8101-110

REGISTERED PROFESSIONAL LAND SURVEYOR

*David A. Foster*  
**DAVID A. FOSTER**  
 404  
 OREGON

RECEIVED (TU) 12/11/01

DESIGNED BY: **D. FOSTER**

DRAWN BY: **D. FOSTER**

CHECKED BY: **C. VANDERWERF**

DATE: **MAY, 2001**

SCALE: **1" = 100'**

**RIVERGATE INDUSTRIAL DISTRICT**

**BYBEE LAKE INDUSTRIAL PARK**  
**MULTNOMAH COUNTY CORRECTIONS FACILITY**  
**EASEMENTS - LOT 8**

SUBMITTED BY: **DAVID IRVINE**

TYPE: **EP** DRAWING NO.: **2001-10**

SCALE: **1/2 SU-1**



After recording return to:

Port of Portland  
Legal Department  
P. O. Box 3529  
Portland, OR 97208-3529

No change in tax statements.

**ACCESS AND SLOPE CONSTRUCTION AND MAINTENANCE  
EASEMENT AGREEMENT**

**GRANTOR:**           **MULTNOMAH COUNTY**, a municipal corporation organized under the laws of the state of Oregon

**GRANTEE:**           **THE PORT OF PORTLAND**, a port district of the State of Oregon

**RECITALS**

A.       Just prior to the execution and delivery of this Access and Slope Construction and Maintenance Easement Agreement (this "Easement"), Grantee has conveyed to Grantor the real property described in attached **Exhibit A** (the "Grantor's Property").

B.       As partial consideration for such conveyance, the parties intend for Grantee to be granted the easements on the Grantor's Property provided below to benefit the property owned by Grantee lying adjacent to the Grantor's Property and identified on attached **Exhibit B** (the "Adjacent Land").

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

**1.       GRANT OF EASEMENTS**

Grantor hereby grants to Grantee, for the uses and on the conditions set forth below, a perpetual non-exclusive easement upon and over portions of the Grantor's Property more precisely described on attached **Exhibit C** (the "Easement Area"). The Easement Area is comprised of the "Roadway and Access Easement" area (referred to below as the "Access Area") and the "Slope Construction and Maintenance Easement" area (referred to below as the "Slope Area" as shown and identified on attached **Exhibit C**).

## 2. GRANTEE'S USE

### 2.1 Access Easement

The Access Area shall be not less than eight feet wide located generally along the perimeter of Grantor's Property as more particularly shown in attached **Exhibit C** and shall provide access through Grantor's berm to the Adjacent Land at intervals of not less than five hundred (500) feet. Grantee shall have the right to use the Access Area for purposes of vehicular and pedestrian ingress and egress to the Adjacent Land for maintenance of the Adjacent Land and for no other purpose without Grantor's prior written consent. Grantee's vehicles shall not be permitted to park or stop in the Access Area except on the access roads through the berm between the perimeter road and the Adjacent Land. Grantee shall not place any materials or other items within the Access Area or do anything to restrict Grantor's use of the Access Area for access to Grantor's Property.

### 2.2 Slope Area

Grantee shall have the right to use the Slope Area for construction and maintenance of a slope as necessary, in Grantee's sole judgment, for the Grantee to comply with the requirements of the Consent Decree entered on January 31, 2001 in Case No. CV97-1674-ST in the matter of Jones v. Thorn (sic), et al, in the District Court of Oregon, as may be amended from time to time (the "Consent Decree"), as such Consent Decree affects the Adjacent Land. If such uses by Grantee compromise the lateral support of Grantor's Property and any improvements on Grantor's Property, including without limitation any landscaping installed by Grantor, Grantee shall reimburse Grantor its actual damages, if any, that Grantor proves were caused by a compromise of lateral support that in turn was caused by Grantee's uses of the Slope Area; provided that Grantee shall not be responsible for damages arising from force majeure events, such as flood or earthquake, or for third party actions or omissions that cause such compromise of lateral support.

## 3. ENVIRONMENTAL MANAGEMENT AND COMPLIANCE

### 3.1 Definitions

For the purposes of this Easement, the following definitions shall apply:

#### 3.1.1 "Environmental Law"

"Environmental Law" shall mean applicable federal, state and local laws, now or hereafter in effect, as the same may be amended from time to time, and applicable decisional law, which in any way govern materials, substances, regulated wastes, emissions, pollutants, animals or plants, noise, or products and relate to the protection of health, natural resources, safety or the environment.

#### 3.1.2 "Hazardous Substance"

"Hazardous Substance" shall mean any and all substances, pollutants, materials, or products defined or designated as hazardous, toxic, radioactive, dangerous or regulated wastes or materials or any other similar term in or under any Environmental Law and shall also mean fuels, petroleum and petroleum-derived products.

### **3.1.3 "Hazardous Substance Release"**

"Hazardous Substance Release" shall mean the spilling, discharge, deposit, injection, dumping, emitting, releasing, leaking or placing of any Hazardous Substance into the air or into or on any land or waters, except as authorized by a then-current and valid permit issued under applicable Environmental Law.

### **3.2 Hazardous Substances**

Grantee may not use, handle or store on the Easement Area, or use the Easement Area to transport, any Hazardous Substances except for those necessary for Grantee to use in connection with its use of the Easement Area.

### **3.3 Hazardous Substance Releases**

In the event of a violation of Environmental Law, a violation of an environmental provision of this Easement, a Hazardous Substance Release, or the threat of or reasonable suspicion of the same for which the Grantee is responsible, on the Easement Area, on other properties, in the air or in adjacent or nearby waterways (including groundwater), which results from or occurs in connection with Grantee's use of the Easement Area, Grantee shall be responsible for such Hazardous Substance Release, shall promptly notify Grantor, and shall clean up and restore the Easement Area and other affected properties to the extent required by law and compatible with Grantor's current and intended future uses of the Easement Area and other affected properties and any Consent Decree requirements.

## **4. TERM**

This Easement shall commence upon the date written below and shall continue in perpetuity unless terminated by mutual agreement of the parties. In the event of an abandonment of this Easement by Grantee or upon termination, Grantee shall promptly execute and deliver to Grantor recordable documents sufficient to remove this Easement as an encumbrance against the Grantor's Property.

## **5. COMPLIANCE WITH LAWS**

Grantee shall conduct its activities under this Easement in compliance with the Consent Decree and all applicable state, federal, and local laws, regulations, agency guidance documents, Port rules and regulations, terms of any permits applicable to the Easement Area or the Grantor's Property.

## **6. RESTORATION OF EASEMENT AREA**

### **6.1 Disturbance**

Except as expressly allowed by this Easement, in the event that the Easement Area or any landscaping or other improvement located within or adjacent to the Easement Area is disturbed by the exercise of any rights granted herein or any associated construction, Grantee shall promptly remove any debris and restore the disturbed area including any disturbed landscaping or other improvement to a condition not less than the condition prior to the exercise of such rights.

## **6.2 Condition on Termination**

Upon termination, Grantee shall, at Grantor's option, restore the Easement Area to a condition not less than the condition of the Easement Area prior to the date of this Easement or to a condition not less than that of Grantor's surrounding property. Restoration shall include the removal of all improvements constructed or used in the Easement Area by Grantee or, subject to Grantor's prior written consent, abandonment in place.

## **7. INDEMNIFICATION**

To the extent allowed under Oregon law, Grantee agrees to indemnify, hold harmless and defend Grantor, its commissioners, directors, officers, and employees from and against and to reimburse Grantor for all claims, actions, damages, injuries, costs, loss, or expenses incidental to the investigation and defense thereof, arising out of the acts or omissions of, or use or occupancy of the Easement Area, or any violation of this Easement, by, Grantee, its agents, contractors, or employees.

## **8. GRANTOR'S USE**

Grantor reserves the right to use the Easement Area for any lawful purpose not inconsistent with Grantee's permitted use.

## **9. CONDITION; REPAIRS AND MAINTENANCE**

Grantor makes no warranty, guarantee, or representation concerning the physical condition of the Easement Area nor its suitability for any of Grantee's intended purposes. Grantee will maintain, repair and replace the improvements, including landscaping materials, owned or placed by Grantee in the Easement Area to keep them in good condition and repair at all times.

## **10. MEDIATION**

If any dispute should arise between Grantor and Grantee concerning this Easement or the parties' obligations or activities under this Easement, the dispute shall be submitted to mediation before a mediator agreed to and compensated equally by both parties, prior to commencement of arbitration or litigation. If the parties fail to agree on a mediator, a mediator shall be appointed by the presiding judge of the Multnomah County Circuit Court.

## **11. BINDING**

This Easement shall be and hereby is made a part of each conveyance of all or any part of the Easement Area and shall run with the land as to all property burdened by this Easement. As used in this Easement, the terms "Grantee" and "Grantor" shall include the above named Grantee and Grantor, and such parties' successors and assigns.

## **12. NOTICES**

All notices required under this Easement shall be sent certified mail, return receipt requested, to the addresses set forth below unless changed by the parties by notice in writing:

to the County:

Multnomah County  
Property Management  
401 N. Dixon Street  
Portland, OR 97227-1865

with a copy to:

Multnomah County  
Multnomah County Inverness Jail  
11540 N.E. Inverness Drive  
Portland, OR 97220  
Attention: Bob Nilsen

to the Port:

The Port of Portland  
P.O. Box 3529  
Portland, OR 97208  
Attention: Manager, Property and Development Services

**13. AMENDMENT**

This Easement may not be amended except by written agreement of all parties. No amendment shall be effective until duly recorded in the records of Multnomah County, Oregon.

This grant is made and accepted effective this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

GRANTOR  
MULTNOMAH COUNTY

GRANTEE  
THE PORT OF PORTLAND

By: \_\_\_\_\_  
Diane M. Linn, Chair

By: \_\_\_\_\_  
E. B. Galligan, Executive Director

REVIEWED:  
  
Thomas Sponsler, Attorney for Multnomah  
County

APPROVED AS TO LEGAL SUFFICIENCY  
FOR THE PORT

By: \_\_\_\_\_  
Counsel for the Port of Portland

By: \_\_\_\_\_  
John S. Thomas  
Assistant County Attorney

**ACKNOWLEDGMENTS FOR  
EASEMENT BETWEEN THE PORT OF PORTLAND AND  
MULTNOMAH COUNTY**

STATE OF OREGON                    )  
  )  
COUNTY OF MULTNOMAH         )

This easement was acknowledged before me on \_\_\_\_\_, 2001, by  
\_\_\_\_\_ as \_\_\_\_\_ of the Port  
of Portland.

\_\_\_\_\_  
Notary Public for Oregon

My Commission Expires: \_\_\_\_\_

STATE OF OREGON                    )  
  )  
COUNTY OF MULTNOMAH         )

This easement was acknowledged before me on \_\_\_\_\_, 2001, by  
\_\_\_\_\_ as \_\_\_\_\_ of Multnomah  
County.

\_\_\_\_\_  
Notary Public for Oregon

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**GRANTOR'S PROPERTY**

All of Lot 8 according to the Plat of the Bybee Lake Industrial Park, in the Rivergate Industrial District, in the City of Portland, Multnomah County, Oregon.

**EXHIBIT B**

**ADJACENT LAND**

All of Tract "A", Bybee Lake Industrial Park, in the Rivergate Industrial District, in the City of Portland, County of Multnomah, Oregon, according to the Plat recorded August 6, 2001, Book 1251, Pages 69 through 76, Fee Number 2001-122248.

## EXHIBIT C

### EASEMENT DESCRIPTION

#### Variable Width Roadway & Access Easements:

A parcel of land situated in the Northwest one-quarter and the Southwest one-quarter of Section 25, Township 2 North, Range 1 West, Willamette Meridian, City of Portland, Multnomah County, Oregon, being further described as follows:

Being a portion of Lot 8, of the proposed Plat of "Bybee Lake Industrial Park" said Plat being a replat of Lot 2 and Tract "D" "Leadbetter Addition" and Lot 4 and a portion of Tract "A" of "Leadbetter Industrial Park" and other lands, being further described as follows:

Beginning at 5/8 inch iron rod with yellow plastic cap inscribed "Port of Portland" said point being the most Northwesterly corner of Tract "E" "Leadbetter Addition"; thence South 90°00'00" West, a distance of 112.03 feet to a point on the Southeasterly right-of-way line of N. Bybee Lake Court recorded as fee no. 2000-025463, dated February 24, 2000, Multnomah County Deed Records; thence along said right-of-way line along the arc of a nontangent 60.00 foot radius curve to the right, through a central angle of 28°38'52", a distance of 30.00 feet, to a point that bears South 33°47'42" West a distance of 29.69 feet from the last described point, said point being the most Northeasterly corner of said Lot 8; thence continuing along the Southeasterly right-of-way line of N. Bybee Lake Court along the arc of a 60.00 foot radius curve to the right, through a central angle of 67°50'46", a distance of 71.05 feet, to a point that bears South 82°02'31" West a distance of 66.97 feet from the last described point said point being the **true point of beginning**; thence leaving said right-of-way line, along the following twenty-five (25) courses:

- (1) thence South 39°49'50" West a distance of 73.17 feet;
- (2) thence along the arc of a 60.00 foot radius curve to the left through a central angle of 34°18'20", a distance of 35.93 feet to a point that bears South 22°40'40" West a distance of 35.39 feet from the last described point;
- (3) thence South 05°31'30" West a distance of 482.30 feet, to Point "A";
- (4) thence continuing South 05°31'30" West a distance of 16.00 feet
- (5) thence along the arc of a 60.00 foot radius curve to the left through a central angle of 23°26'19", a distance of 24.55 feet to a point that bears South 06°11'40" East a distance of 24.37 feet from the last described point, to Point "B";
- (6) thence South 17°54'49" East a distance of 454.16 feet, to Point "C";
- (7) thence continuing South 17°54'49" East a distance of 315.27 feet;
- (8) thence along the arc of a 60.00 foot radius curve to the right through a central angle of 57°44'39", a distance of 60.47 feet to a point that bears South 10°57'30" West a distance of 57.94 feet from the last described point;

9 - Mult Co Jail Access Slope Maintenance Easement

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**Exhibit F**

(9) thence South 39°49'50" West a distance of 138.08 feet, to Point "D";  
 (10) thence continuing South 39°49'50" West a distance of 146.50 feet;  
 (11) thence along the arc of a 60.00 foot radius curve to the right through a central angle of 90°00'00", a distance of 94.25 feet to a point that bears South 84°49'50" West a distance of 84.85 feet from the last described point;  
 (12) thence North 50°10'10" West a distance of 293.54 feet, to Point "E";  
 (13) thence continuing North 50°10'10" West a distance of 329.26 feet;  
 (14) thence along the arc of a 60.00 foot radius curve to the right through a central angle of 32°48'12", a distance of 34.35 feet to a point that bears North 33°46'04" West a distance of 33.88 feet from the last described point;  
 (15) thence North 17°21'58" West a distance of 72.26 feet;  
 (16) thence along the arc of a 60.00 foot radius curve to the right through a central angle of 16°57'56", a distance of 17.77 feet to a point that bears North 08°53'00" West a distance of 17.70 feet from the last described point;  
 (17) thence North 00°24'02" West a distance of 157.81 feet, to Point "F";  
 (18) thence continuing North 00°24'02" West a distance of 245.43 feet;  
 (19) thence along the arc of a 60.00 foot radius curve to the right through a central angle of 72°29'13", a distance of 75.91 feet to a point that bears North 35°50'35" East a distance of 70.95 feet from the last described point;  
 (20) thence North 72°05'11" East a distance of 506.20 feet;  
 (21) thence along the arc of a 60.00 foot radius curve to the left through a central angle of 66°33'41", a distance of 34.85 feet to a point that bears North 38°48'21" East a distance of 32.92 feet from the last described point;  
 (22) thence North 05°31'30" East a distance of 384.46 feet;  
 (23) thence along the arc of a 90.00 foot radius curve to the right through a central angle of 34°18'20", a distance of 53.89 feet to a point that bears North 22°40'40" East a distance of 53.09 feet from the last described point;  
 (24) thence North 39°49'50" East a distance of 73.49 feet, to a point on the Southeasterly right-of-way line of N. Bybee Lake Court;  
 (25) thence along said Southeasterly right-of-way line of North Bybee Lake Court along the arc of a non-tangent 60.00 foot radius curve to the left through a central angle of 28°57'24", a distance of 30.32 feet to a point that bears South 49°33'23" East a distance of 30.00 feet from the last described point, said point being **the true point of beginning**.

**Excepting therefrom** the following described property (**exception parcel**):

Beginning at Point "B", as described in the previously described parcel, thence South 72°05'11" West a distance of 25.00 feet to the **true point of beginning**; thence along the following thirteen (13) courses:

(1) thence South 17°54'49" East a distance of 769.41 feet;  
 (2) thence along the arc of a 60.00 foot radius curve to the right through a central angle of 57°44'39", a distance of 35.27 feet to a point that bears South 10°57'30" West a distance of 33.80 feet from the last described point;

10 - Mult Co Jail Access Slope Maintenance Easement

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**Exhibit F**

- (3) thence South 39°49'50" West a distance of 284.58 feet;
- (4) thence along the arc of a 35.00 foot radius curve to the right through a central angle of 90°00'00", a distance of 54.98 feet to a point that bears South 84°49'50" West a distance of 49.50 feet from the last described point;
- (5) thence North 50°10'10" West a distance of 622.80 feet;
- (6) thence along the arc of a 35.00 foot radius curve to the right through a central angle of 32°48'12", a distance of 20.04 feet to a point that bears North 33°46'04" West a distance of 19.77 feet from the last described point;
- (7) thence North 17°21'58" West a distance of 72.26 feet;
- (8) thence along the arc of a 35.00 foot radius curve to the right through a central angle of 16°57'56", a distance of 10.36 feet to a point that bears North 08°53'00" West a distance of 10.33 feet from the last described point;
- (9) thence North 00°24'02" West a distance of 403.24 feet;
- (10) thence along the arc of a 35.00 foot radius curve to the right through a central angle of 72°29'13" a distance of 44.28 feet to a point that bears South 35°50'35" West a distance of 41.39 feet from the last described point;
- (11) thence North 72°05'11" East a distance of 426.02 feet;
- (12) thence along the arc of a 60.00 foot radius curve to the right through a central angle of 90°00'00", a distance of 94.25 feet to a point that bears South 62°54'49" East a distance of 84.85 feet from the last described point;
- (13) thence South 17°54'49" East a distance of 37.20 feet to the **true point of beginning**.

Together with the following five (5) 8.00 foot wide access strips of land, lying 4.00 feet on each side of the following described centerlines:

- (1) **Beginning at Point "A"**, as described above: thence South 84°28'30" East a distance of 2.00 feet; thence along the arc of a 12.00 foot radius curve to the left through a central angle of 90°00'00" a distance of 18.85 feet to a point that bears North 50°31'30" East a distance of 16.97 feet from the last described point; thence North 05°31'30" East a distance of 6.00 feet; thence along the arc of a 12.00 foot radius curve to the right through a central angle of 90°00'00" a distance of 18.85 feet to a point that bears North 50°31'30" East a distance of 16.97 feet from the last described point; thence South 84°28'30" East a distance of 13.95 feet, to a point on the Westerly edge of the Easterly portion of Tract "A" of said proposed Plat, and the end of said 8.00 foot wide strip of land.
- (2) **Beginning at Point "C"**, as described above: thence North 72°05'11" East a distance of 4.50 feet; thence along the arc of a 12.00 foot radius curve to the left through a central angle of 90°00'00" a distance of 18.85 feet to a point that bears North 27°05'11" East a distance of 16.97 feet from the last described point; thence North 17°54'49" West a distance of 6.00 feet; thence along the arc of a 12.00 foot radius curve to the right through a central angle of 90°00'00" a distance of 18.85 feet to a point that bears North 27°05'11" East a distance of 16.97 feet from the last described point; thence South 72°05'11" East a distance of 11.50 feet, to a point on the Westerly edge of the Easterly portion of Tract "A" of said proposed Plat, and the end of said 8.00 foot wide strip of land.

- (3) **Beginning at Point "D"**, as described above: thence South 50°10'10" East a distance of 4.50 feet; thence along the arc of a 12.00 foot radius curve to the left through a central angle of 90°00'00" a distance of 18.85 feet to a point that bears North 84°49'50" East a distance of 16.97 feet from the last described point; thence North 39°49'50" East a distance of 6.00 feet; thence along the arc of a 12.00 foot radius curve to the right through a central angle of 90°00'00" a distance of 18.85 feet to a point that bears North 84°49'50" East a distance of 16.97 feet from the last described point; thence South 50°10'10" East a distance of 11.50 feet, to a point on the Northwesterly edge of the Southeasterly portion of Tract "A" of said proposed Plat, and the end of said 8.00 foot wide strip of land.
- (4) **Beginning at Point "E"**, as described above: thence South 39°49'50" West a distance of 4.50 feet; thence along the arc of a 12.00 foot radius curve to the left through a central angle of 90°00'00" a distance of 18.85 feet to a point that bears South 05°10'10" East a distance of 16.97 feet from the last described point; thence South 50°10'10" East a distance of 6.00 feet; thence along the arc of a 12.00 foot radius curve to the right through a central angle of 90°00'00" a distance of 18.85 feet to a point that bears South 05°10'10" East a distance of 16.97 feet from the last described point; thence South 39°49'50" East a distance of 11.50 feet, to a point on the Northeasterly edge of the Southwesterly portion of Tract "A" of said proposed Plat, and the end of said 8.00 foot wide strip of land.
- (5) **Beginning at Point "F"**, as described above: thence South 89°35'58" West a distance of 4.50 feet; thence along the arc of a 12.00 foot radius curve to the left through a central angle of 90°00'00" a distance of 18.85 feet to a point that bears South 44°35'58" West a distance of 16.97 feet from the last described point; thence South 00°24'02" East a distance of 6.00 feet; thence along the arc of a 12.00 foot radius curve to the right through a central angle of 90°00'00" a distance of 18.85 feet to a point that bears South 44°35'58" West a distance of 16.97 feet from the last described point; thence South 89°35'58" West a distance of 61.51 feet, to a point on the Easterly edge of the Westerly portion of Tract "A" of said proposed Plat, and the end of said 8.00 foot wide strip of land.

The bearings in this description are based on the proposed Plat of "Bybee Lake Industrial Park" (Port of Portland Drawing number RG 1999-16), and said map by reference is made a part hereof.

### **Storm Water Outfall Easement:**

A parcel of land situated in the Southwest one-quarter of Section 25, Township 2 North, Range 1 West, Willamette Meridian, City of Portland, Multnomah County, Oregon, being further described as follows:

Located in a portion of Tract "A" of the proposed Plat of "Bybee Lake Industrial Park" said Plat being a Replat of Lot 2 & Tract "D" "Leadbetter Addition" and Lot 4 and a portion of Tract "A" of "Leadbetter Industrial Park" and other lands, being further described as follows:

Beginning at 5/8 inch iron rod with yellow plastic cap inscribed "Port of Portland" said point being the most Southwesterly corner of Lot 7 and the most Westerly Northwest corner of Tract "A" of the proposed Plat of "Bybee Lake Industrial Park"; thence North  $72^{\circ}05'11''$  East, along the common dividing line between Lot 7 and Tract "A" of said Plat, a distance of 157.29 feet, to the most Westerly Northwest corner of Lot 8 of said proposed Plat; thence leaving said common dividing line along the Easterly line of Tract "A" and the Westerly lines of Lot 8, the following two (2) courses: (1) South  $00^{\circ}24'02''$  East a distance of 451.61 feet to an angle point in said boundary of Lot 8; (2) thence South  $17^{\circ}21'58''$  West a distance of 22.87 feet to the **true point of beginning** of the parcel being described; thence leaving said Westerly line, along the outbounds, the following seven (7) courses: (1) South  $64^{\circ}53'03''$  West a distance of 15.00 feet; (2) thence North  $17^{\circ}21'58''$  West a distance of 4.00 feet; (3) thence South  $72^{\circ}38'02''$  West a distance of 21.00 feet; (4) thence South  $17^{\circ}21'58''$  East a distance of 26.00 feet; (5) thence North  $72^{\circ}38'02''$  East a distance of 21.00 feet; (6) thence North  $17^{\circ}21'58''$  West a distance of 6.86 feet; (7) thence North  $64^{\circ}53'03''$  East a distance of 15.00 feet to a point on the Westerly line of said Lot 8; thence along said Westerly line of Lot 8 North  $17^{\circ}21'58''$  East a distance of 15.14 feet to the **true point of beginning**.

The bearings in this description are based on the proposed Plat of "Bybee Lake Industrial Park" (Port of Portland Drawing number RG 1999-16), and said map by reference is made a part hereof.

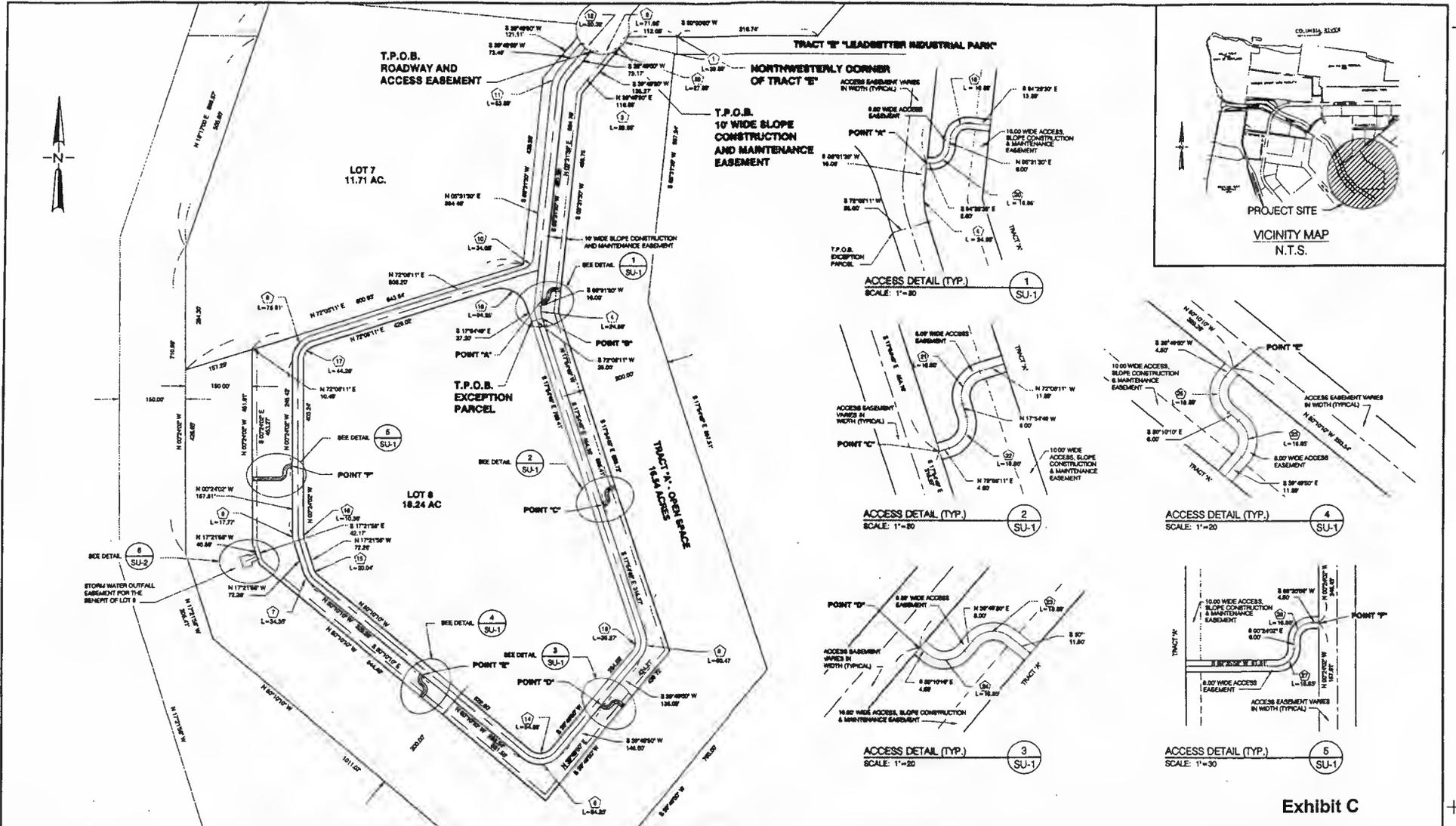


Exhibit C

		PORT OF PORTLAND PORTLAND, OREGON 		PROFESSIONAL LAND SURVEYOR OREGON DAVID A. PORTER 1984		DESIGNED BY: D. FORSTER DRAWN BY: D. FORSTER CHECKED BY: C. VANDERWYF DATE: MAY, 2001		RIVERGATE INDUSTRIAL DISTRICT BYBEE LAKE INDUSTRIAL PARK MULTNOMAH COUNTY CORRECTIONS FACILITY EASEMENTS - LOT 8	
NO. DATE BY REVISIONS		CVD APPROV NO. DATE BY		SUBMITTED BY: DAVID IRVINE DATE: 8/22/01		TYPE: EP RG 2001-10		DRAWING NO: 1/2 SU-1	

DISCLAIMER: Due to processing, this document may not accurately represent the original document.

LEGAL DESCRIPTION - VARIABLE WIDTH ROADWAY & ACCESS EASEMENTS

CURVE DATA					
	Δ	R	L	CHORD	CHORD BEARING
1	28°38'52"	60.00	30.00	38.89	S 33°17'42" W
2	67°30'48"	60.00	71.08	68.97	S 62°02'31" W
3	34°18'30"	60.00	36.82	36.38	S 22°42'42" W
4	23°28'18"	60.00	34.86	34.37	S 08°11'40" E
5	67°44'38"	60.00	80.47	87.94	S 10°57'32" W
6	90°00'00"	60.00	64.26	64.26	S 84°49'50" W
7	32°48'12"	60.00	34.36	33.89	N 32°48'04" W
8	16°57'58"	60.00	17.77	17.70	N 08°33'00" W
9	72°28'12"	60.00	76.91	70.89	N 30°53'08" E
10	68°32'41"	60.00	34.88	33.82	S 88°48'21" E
11	34°18'30"	60.00	33.89	33.09	N 22°42'42" E
12	38°57'24"	60.00	30.32	30.00	S 48°22'23" E
13	67°44'38"	60.00	36.37	33.80	S 10°57'32" W
14	90°00'00"	35.00	34.89	48.80	S 84°49'50" W
15	32°48'12"	35.00	30.04	19.77	N 32°48'04" W
16	16°57'58"	35.00	16.38	16.39	N 08°33'00" W
17	72°28'12"	35.00	44.89	40.89	N 30°53'08" E
18	90°00'00"	60.00	64.26	64.26	S 84°49'50" E
19	90°00'00"	12.00	18.89	16.87	N 50°31'30" E
20	90°00'00"	12.00	18.89	16.87	N 50°31'30" E
21	90°00'00"	12.00	18.89	16.87	N 27°02'11" E
22	90°00'00"	12.00	18.89	16.87	N 84°49'50" E
23	90°00'00"	12.00	18.89	16.87	N 84°49'50" E
24	90°00'00"	12.00	18.89	16.87	N 08°10'10" E
25	90°00'00"	12.00	18.89	16.87	S 08°10'10" E
26	90°00'00"	12.00	18.89	16.87	S 08°10'10" E
27	90°00'00"	12.00	18.89	16.87	S 44°23'50" W
28	90°00'00"	12.00	18.89	16.87	S 44°23'50" W
29	88°32'12"	60.00	27.88	27.94	S 81°17'14" W

A PARCEL OF LAND SITUATED IN THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 WEST, WILAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, BEING FURTHER DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT 8 OF THE PROPOSED PLAT OF "BYBEE LAKE INDUSTRIAL PARK" SAID PLAT BEING A REPLAT OF LOT 8 AND TRACT "A" LEASIBETTER ADDITION AND LOT 4 AND A PORTION OF TRACT "A" OF "LEASIBETTER INDUSTRIAL PARK" AND OTHER LANDS, BEING FURTHER DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT 8 OF THE PROPOSED PLAT OF "BYBEE LAKE INDUSTRIAL PARK" SAID PLAT BEING A REPLAT OF LOT 8 AND TRACT "A" OF "LEASIBETTER ADDITION" AND LOT 4 AND A PORTION OF TRACT "A" OF "LEASIBETTER INDUSTRIAL PARK" AND OTHER LANDS, BEING FURTHER DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT 8 OF THE PROPOSED PLAT OF "BYBEE LAKE INDUSTRIAL PARK" SAID PLAT BEING A REPLAT OF LOT 8 AND TRACT "A" OF "LEASIBETTER ADDITION" AND LOT 4 AND A PORTION OF TRACT "A" OF "LEASIBETTER INDUSTRIAL PARK" AND OTHER LANDS, BEING FURTHER DESCRIBED AS FOLLOWS:

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY (EXCEPTED PARCEL):

BEING A PORTION OF LOT 8 OF THE PROPOSED PLAT OF "BYBEE LAKE INDUSTRIAL PARK" SAID PLAT BEING A REPLAT OF LOT 8 AND TRACT "A" OF "LEASIBETTER ADDITION" AND LOT 4 AND A PORTION OF TRACT "A" OF "LEASIBETTER INDUSTRIAL PARK" AND OTHER LANDS, BEING FURTHER DESCRIBED AS FOLLOWS:

(1) BEING SOUTH 17°54'49" EAST A DISTANCE OF 37.30 FEET TO THE TRUE POINT OF BEGINNING.

(2) BEING SOUTH 17°54'49" EAST A DISTANCE OF 37.30 FEET TO THE TRUE POINT OF BEGINNING.

(3) BEING SOUTH 17°54'49" EAST A DISTANCE OF 37.30 FEET TO THE TRUE POINT OF BEGINNING.

(4) BEING SOUTH 17°54'49" EAST A DISTANCE OF 37.30 FEET TO THE TRUE POINT OF BEGINNING.

(5) BEING SOUTH 17°54'49" EAST A DISTANCE OF 37.30 FEET TO THE TRUE POINT OF BEGINNING.

(6) BEING SOUTH 17°54'49" EAST A DISTANCE OF 37.30 FEET TO THE TRUE POINT OF BEGINNING.

(7) BEING SOUTH 17°54'49" EAST A DISTANCE OF 37.30 FEET TO THE TRUE POINT OF BEGINNING.

(8) BEING SOUTH 17°54'49" EAST A DISTANCE OF 37.30 FEET TO THE TRUE POINT OF BEGINNING.

(9) BEING SOUTH 17°54'49" EAST A DISTANCE OF 37.30 FEET TO THE TRUE POINT OF BEGINNING.

(10) BEING SOUTH 17°54'49" EAST A DISTANCE OF 37.30 FEET TO THE TRUE POINT OF BEGINNING.

(11) BEING SOUTH 17°54'49" EAST A DISTANCE OF 37.30 FEET TO THE TRUE POINT OF BEGINNING.

(12) BEING SOUTH 17°54'49" EAST A DISTANCE OF 37.30 FEET TO THE TRUE POINT OF BEGINNING.

(13) BEING SOUTH 17°54'49" EAST A DISTANCE OF 37.30 FEET TO THE TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION - 10.00 WIDE SLOPE CONSTRUCTION AND MAINTENANCE EASEMENT

A PARCEL OF LAND SITUATED IN THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 WEST, WILAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, BEING FURTHER DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT 8 OF THE PROPOSED PLAT OF "BYBEE LAKE INDUSTRIAL PARK" SAID PLAT BEING A REPLAT OF LOT 8 AND TRACT "A" OF "LEASIBETTER ADDITION" AND LOT 4 AND A PORTION OF TRACT "A" OF "LEASIBETTER INDUSTRIAL PARK" AND OTHER LANDS, BEING FURTHER DESCRIBED AS FOLLOWS:

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BEING A PORTION OF LOT 8 OF THE PROPOSED PLAT OF "BYBEE LAKE INDUSTRIAL PARK" SAID PLAT BEING A REPLAT OF LOT 8 AND TRACT "A" OF "LEASIBETTER ADDITION" AND LOT 4 AND A PORTION OF TRACT "A" OF "LEASIBETTER INDUSTRIAL PARK" AND OTHER LANDS, BEING FURTHER DESCRIBED AS FOLLOWS:

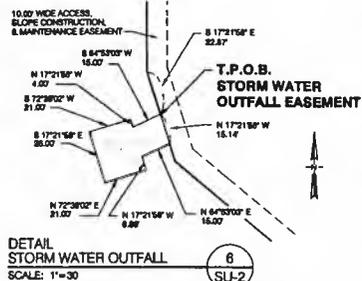
BEING A PORTION OF LOT 8 OF THE PROPOSED PLAT OF "BYBEE LAKE INDUSTRIAL PARK" SAID PLAT BEING A REPLAT OF LOT 8 AND TRACT "A" OF "LEASIBETTER ADDITION" AND LOT 4 AND A PORTION OF TRACT "A" OF "LEASIBETTER INDUSTRIAL PARK" AND OTHER LANDS, BEING FURTHER DESCRIBED AS FOLLOWS:

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BEING A PORTION OF LOT 8 OF THE PROPOSED PLAT OF "BYBEE LAKE INDUSTRIAL PARK" SAID PLAT BEING A REPLAT OF LOT 8 AND TRACT "A" OF "LEASIBETTER ADDITION" AND LOT 4 AND A PORTION OF TRACT "A" OF "LEASIBETTER INDUSTRIAL PARK" AND OTHER LANDS, BEING FURTHER DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT 8 OF THE PROPOSED PLAT OF "BYBEE LAKE INDUSTRIAL PARK" SAID PLAT BEING A REPLAT OF LOT 8 AND TRACT "A" OF "LEASIBETTER ADDITION" AND LOT 4 AND A PORTION OF TRACT "A" OF "LEASIBETTER INDUSTRIAL PARK" AND OTHER LANDS, BEING FURTHER DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT 8 OF THE PROPOSED PLAT OF "BYBEE LAKE INDUSTRIAL PARK" SAID PLAT BEING A REPLAT OF LOT 8 AND TRACT "A" OF "LEASIBETTER ADDITION" AND LOT 4 AND A PORTION OF TRACT "A" OF "LEASIBETTER INDUSTRIAL PARK" AND OTHER LANDS, BEING FURTHER DESCRIBED AS FOLLOWS:



PORT OF PORTLAND  
PORTLAND, OREGON

DAVID A. FOSTER  
PROJECT MANAGER

REVISIONS  
NO. DATE BY REVISIONS  
1 05/01/10 DAVID A. FOSTER  
2 05/01/10 DAVID A. FOSTER

DEIGNED BY: D. FOSTER  
DRAWN BY: C. WARDENWIERF  
CHECKED BY: D. WARDENWIERF  
DATE: MAY, 2001  
SCALE: 1" = 100'

RIVERGATE INDUSTRIAL DISTRICT  
BYBEE LAKE INDUSTRIAL PARK  
MULTNOMAH COUNTY CORRECTIONS FACILITY  
EASEMENTS - LOT 8 - DESCRIPTIONS

SUBMITTED BY: DAVID IRVINE  
TYPE: EP  
DATE: 2001-10  
DRAWING NO: 2/2 SU-2

Exhibit C

Exhibit F

**AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT  
FOR  
REIMBURSEMENT OF INFRASTRUCTURE  
CONSTRUCTION COSTS TO SERVE RIVERGATE  
CORRECTIONS FACILITY SITE**

This Agreement between MULTNOMAH COUNTY, an Oregon municipal corporation (the "County"), and THE PORT OF PORTLAND, a port district of the State of Oregon (the "Port"), is entered into as of January 10, 2001 ("Effective Date").

**RECITALS**

A. The County has entered into a Sale Agreement and Receipt for Earnest Money (the "Sale Agreement") with the Port dated as of May 13, 1999, for the purchase of 18.24 acres of land in the Rivergate Industrial District, Portland, Oregon, for the construction and operation of a corrections facility.

B. As a condition of the County's construction of its corrections facility, the City of Portland shall require the construction of certain public improvements, including, but not limited to, the construction of a street system in North Rivergate, including portions of North Pacific Gateway Boulevard, Leadbetter Extension, and North-South Road and related utilities, lighting, storm drainage and water systems.

C. These public improvements will benefit property other than the County's.

D. The County wishes to be reimbursed, and the Port wishes to make such reimbursement, for costs incurred in constructing improvements to the County's corrections facility site and for the cost of such construction which benefits other properties.

E. The parties entered into a reimbursement agreement dated effective May 13, 1999. Because of an amendment to the Sale Agreement, it is necessary to revise the previous reimbursement agreement and the parties wish to substitute this agreement for the May 13, 1999 reimbursement agreement.

NOW, THEREFORE, the County and the Port agree:

**1. COUNTY CONSTRUCTION OF PUBLIC INFRASTRUCTURE  
IMPROVEMENTS**

The County shall construct, at the County's expense, improvements necessary to serve the Port's Bybee Lake Industrial Park Subdivision and the County's corrections facility as conceptually shown on **Exhibit A** all in accordance with City of Portland land use and development ordinances, regulations and standards and the Port of Portland 1989 Rivergate Development Standards. These improvements include, but are not limited to, the construction of a street system in North Rivergate, including portions of North Pacific Gateway Boulevard, Leadbetter Extension, and North-South Road and all necessary storm drainage, water systems, sanitary sewer utilities, and street lighting. These improvements will provide access and services to 84.19 acres of industrial land, including the corrections facility site of 18.24 acres and 65.95 acres which will remain in Port ownership. The estimated cost of such improvements is three million

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Reimbursement Agreement.doc

nine hundred and fifty thousand dollars (\$3,950,000) as identified on the Port's budget estimate dated May 11, 1999, attached hereto as **Exhibit B**.

**2. PORT REIMBURSEMENT OF COUNTY'S COST OF INFRASTRUCTURE  
SERVICING CORRECTIONS FACILITY SITE**

The Port will reimburse the County for its costs to construct the infrastructure improvements an amount calculated as follows: the proportion of the corrections facility site acreage, 18.24 acres, to the total acreage served by the improvements, 84.19 acres, multiplied by the actual cost of the improvements, not to exceed four million dollars (\$4,000,000). As the corrections facility site is 18.24 acres, and the total area served is 84.19 acres, this proportion is 18.24/84.19 or 21.67% resulting in a maximum reimbursement to the County under this section of eight hundred sixty-six thousand eight hundred dollars (\$866,800). This reimbursement amount will be paid within 60 days of written notice of Completion of the Infrastructure Improvements provided for herein, free of any liens or other claims. For purposes of this agreement "Completion of the Infrastructure Improvements" shall be deemed to have occurred upon issuance by the City of Portland of a Certificate of Completion. The amount reimbursed pursuant to this Section is subject to the provisions of Section 4.

**3. PORT REIMBURSEMENT OF COUNTY'S COST OF INFRASTRUCTURE  
SERVICING OTHER PROPERTY**

**3.1 Infrastructure**

The Port will reimburse the County for the remainder of the actual construction cost of the infrastructure improvements by the CPI Adjustment as set forth in Section 3.3, over time and from time to time as the Port enters into transactions for lease, sale or other agreement with a third party ("Third Party Transaction"), for use of all or part of the remaining 65.95 acres. The reimbursement shall be calculated based on the following formula:

$$\frac{\text{Total Infrastructure cost (up to \$4,000,000)} \times \text{Acres Subject to Third Party Transaction}}{84.19}$$

By way of example, subject to adjustments under Section 3.3, if the actual cost of the infrastructure improvements identified on **Exhibit B** is three million nine hundred and fifty thousand dollars (\$3,950,000), and if the Port enters into a Third Party Transaction for 10 acres, then the Port will pay the County forty-six thousand nine hundred and seventeen dollars and sixty-eight cents (\$46,917.68) per acre for each acre subject to the transaction or four hundred and sixty-nine thousand one hundred and seventy-seven dollars (\$469,177).

Payments under this paragraph shall be made within sixty (60) days of closing if the Third Party Transaction is a sale of property, within sixty (60) days of the commencement date if the Third Party Transaction is a lease and within sixty (60) days of the effective date if the Third Party Transaction is any other form of agreement. These dates shall collectively be referred to as the "Third Party Transaction Date." The obligations of the Port under this paragraph are subject to the limitations set forth in Section 3.2.

### **3.2 Percentage Reimbursement to County Reduced Ten Years After Completion of the Infrastructure Improvements**

For Third Party Transactions occurring within the first ten (10) years of the Completion of the Infrastructure Improvements, the Port will pay one hundred percent (100%) of the per-acre cost reimbursement set forth in Section 3.1. For Third Party Transactions occurring after the first ten years, the Port's per-acre reimbursement amount will, after adjustment pursuant to Section 3.3, be decreased by ten percent (10%) of the original reimbursement amount annually, until the reimbursement amount is zero at twenty years after Completion of the Infrastructure Improvements. For example, subject to adjustments under Section 3.3, if the actual cost of infrastructure improvements is three million nine hundred and fifty thousand dollars (\$3,950,000), for transactions occurring in the eleventh year after closing the per acre reimbursement will be reduced by four thousand six hundred and ninety-one dollars and seventy-seven cents (\$4,691.77), in the twelfth year by nine thousand three hundred and eighty-three dollars and fifty-four cents (\$9,383.54), etc.

### **3.3 CPI Adjustment**

Each reimbursement under Section 3.1 shall be escalated based on the cumulative increase in the CPI-U, as defined below, between the date of the Completion of the Infrastructure Improvements and the most recent anniversary of the Completion of the Infrastructure Improvements. By way of example, if the CPI-U on the fourth anniversary date of the Completion of Infrastructure Improvements has increased by nine percent (9%) over the CPI-U on the date of Completion of the Infrastructure Improvements, then for any Third Party Transaction occurring between the fourth and the fifth anniversaries of the Completion of Infrastructure Improvements the reimbursement amount calculated under Section 3.1 will be multiplied by 1.09:

$$\frac{\text{Total Infrastructure cost (up to \$4,000,000)} \times \text{Acres subject to Third Party Transaction}}{84.19 \text{ acres} \times (1.09)}$$

In the event that the change in the CPI-U for the relevant period decreases, the reimbursement amount shall not be adjusted.

"CPI-U" shall mean the Consumer Price Index-Seasonally Adjusted U.S. City Average for all Items for All Urban Consumers (1982-84=100), as published in the Monthly Labor Review by the Bureau of Labor Statistics of the United States Department of Labor.

In the event the CPI-U is discontinued, the "Consumer Price Index - Seasonally Adjusted U.S. City Average for all Items for Urban Wage Earners and Clerical Workers (1982-84=100)" published in the Monthly Labor Review By the Bureau of Labor Statistics of the United States Department of Labor shall be used for making the computation. In the event the Bureau of Labor Statistics no longer maintains such statistics on the purchasing power of the U.S. consumer dollar, comparable statistics published by a responsible financial periodical or recognized authority selected by the Port shall be used for making the computation.

If the CPI-U base year 1982-84 (or other base year for a substituted index) is changed, the denominator figure used in making the computation in this paragraph shall accordingly be

changed so that all increases in the CPI-U from the base year are taken into account notwithstanding any such change in such CPI-U base year.

#### **4. COST SHARING IF IMPROVEMENTS EXCEED \$4 MILLION DUE TO CITY IMPOSED REQUIREMENTS**

Notwithstanding the provisions of Section 2, should the cost of construction of the infrastructure improvements exceed four million dollars (\$4,000,000) due to design, construction or any other requirements imposed by the City of Portland, the County and the Port shall allocate such additional costs as follows: if the increased cost is due to improvements required by the City of Portland in excess of those described in **Exhibit B** as a result of the County's use of its parcel, then the County will pay such increased cost; if the increased cost is due to additional improvements being required as a result of actual or potential uses on the Port's adjacent 65.95 acres or on other property owned by the Port, the Port will pay the increased cost when it is incurred. Any dispute concerning cost sharing under this agreement shall be resolved through the dispute resolution provisions in Section 6.

#### **5. COUNTY CONTRIBUTION FOR MARINE DRIVE IMPROVEMENTS**

At closing under the Sale Agreement as amended, the County shall pay to the Port the sum of one million dollars (\$1,000,000) which shall be set aside by the Port for use for widening Marine Drive in the Rivergate Industrial Area. In the event that a Local Improvement District (LID) is formed to construct a rail overpass over Marine Drive, the Port will pay any sum assessed against the County by the LID up to one million dollars (\$1,000,000). If the assessment exceeds one million dollars (\$1,000,000), the County will pay the difference. If the assessment is less than one million dollars (\$1,000,000) the County shall not be entitled to any reimbursement by the Port.

#### **6. DISPUTE RESOLUTION**

##### **6.1 Mediation**

In the event a dispute arises concerning this Agreement, the County and the Port agree that the dispute shall initially be submitted to mediation. The mediator will be selected by mutual agreement, and will be compensated equally by both parties. If the parties fail to agree on a mediator within ten days of notice by either party of a request for mediation, a mediator shall be appointed by the presiding judge of the Multnomah County Circuit Court upon the request of either party.

##### **6.2 Arbitration**

The parties agree that any dispute specifically designated in this Agreement to be resolved by arbitration will be resolved in accordance with this section. The arbitrator will be selected by mutual agreement and will be compensated equally by both parties. If the parties fail to agree on an arbitrator within ten days of notice by either party of a request for arbitration, each party shall submit to the presiding judge of the Multnomah County Circuit Court a list of three proposed arbitrators, and the presiding judge shall appoint an arbitrator from among those proposed. Each party shall bear its own costs and attorney fees in connection with any

arbitration. Arbitration shall be conducted pursuant to the commercial arbitration rules of the American Arbitration Association.

## **7. GENERAL PROVISIONS**

### **7.1 Termination Due To County's Inability to Proceed**

In the event the County is unsuccessful in obtaining all permits necessary to construct a corrections facility at the Rivergate site, this Agreement shall terminate and there shall be no obligation of any nature by the County to undertake any infrastructure construction. The Port shall bear its own expenses in conjunction with this Agreement.

### **7.2 Notices**

All notices required or desired to be given under this Agreement shall be in writing and may be delivered by personal delivery or by deposit in the United States mail, postage prepaid, as certified mail, return receipt requested, and addressed as follows:

The Port of Portland  
P.O. Box 3529  
Portland, OR 97208-3529  
Attention: Manager, Property and Development Services

and to the County at:

Multnomah County  
Property Management  
401 N. Dixon Street  
Portland, OR 97227-1865

with a copy to:

Multnomah County  
Multnomah County Inverness Jail  
11540 N.E. Inverness Drive  
Portland, OR 97220  
Attention: Bob Nilsen

Any notice delivered by personal delivery shall be deemed received by the addressee upon actual delivery; any notice delivered by mail shall be deemed received by the addressee on the third business day after deposit. The addresses to which notices are to be delivered may be changed by giving notice of such change in accordance with this notice provision.

### **7.3 Modification**

This Agreement may not be modified except by a writing signed by authorized representatives of the Port and the County.

### **7.4 Authority**

The Port and the County each warrant and represent to one another that this Agreement constitutes a legal, valid and binding obligation of that party. The individuals executing this Agreement personally warrant that they have full authority to execute this agreement on behalf of

6 - Mult Co Jail Amended Restated IGA Reimb Infrastructure Construction Costs

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Reimbursement Agreement.doc

the entity for whom they purport to be acting and that they have full authority to bind said party to all of the obligations of that party set forth in this Agreement.

**7.5 Term of Agreement**

This Agreement shall be in effect to a date twenty years from the date of Completion of the Infrastructure Improvements unless both parties agree to an earlier termination date.

MULTNOMAH COUNTY

THE PORT OF PORTLAND

By:   
Diane M. Linn, Chair

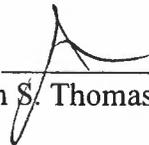
By: \_\_\_\_\_  
E.B. Galligan, Executive Director

REVIEWED:

APPROVED AS TO LEGAL SUFFICIENCY  
FOR THE PORT

\_\_\_\_\_  
Thomas Sponsler, County Attorney for  
Multnomah County

By: \_\_\_\_\_  
Counsel for Port of Portland

By:   
John S. Thomas, Assistant County Attorney

APPROVED BY COMMISSION ON:  
  
\_\_\_\_\_

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-4 DATE 10.25.01  
DEB BOGSTAD, BOARD CLERK

**BYBEE LAKE INDUSTRIAL PARK**  
 A REPLAT OF LOT 2 AND TRACT "D" "LEADBETTER ADDITION" AND LOT 4 AND A PORTION OF TRACT "A" OF "LEADBETTER INDUSTRIAL PARK", AND OTHER LANDS LOCATED IN THE NE 1/4, NW 1/4, AND SW 1/4 OF SECTION 25, AND THE SW 1/4 OF SECTION 24, T. 2N., R. 1W., W.M., AND A PORTION OF THE WM. BYBEE D.L.C., CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

DATE OF SURVEY: APRIL 18, 2001



**SHEET INDEX:**

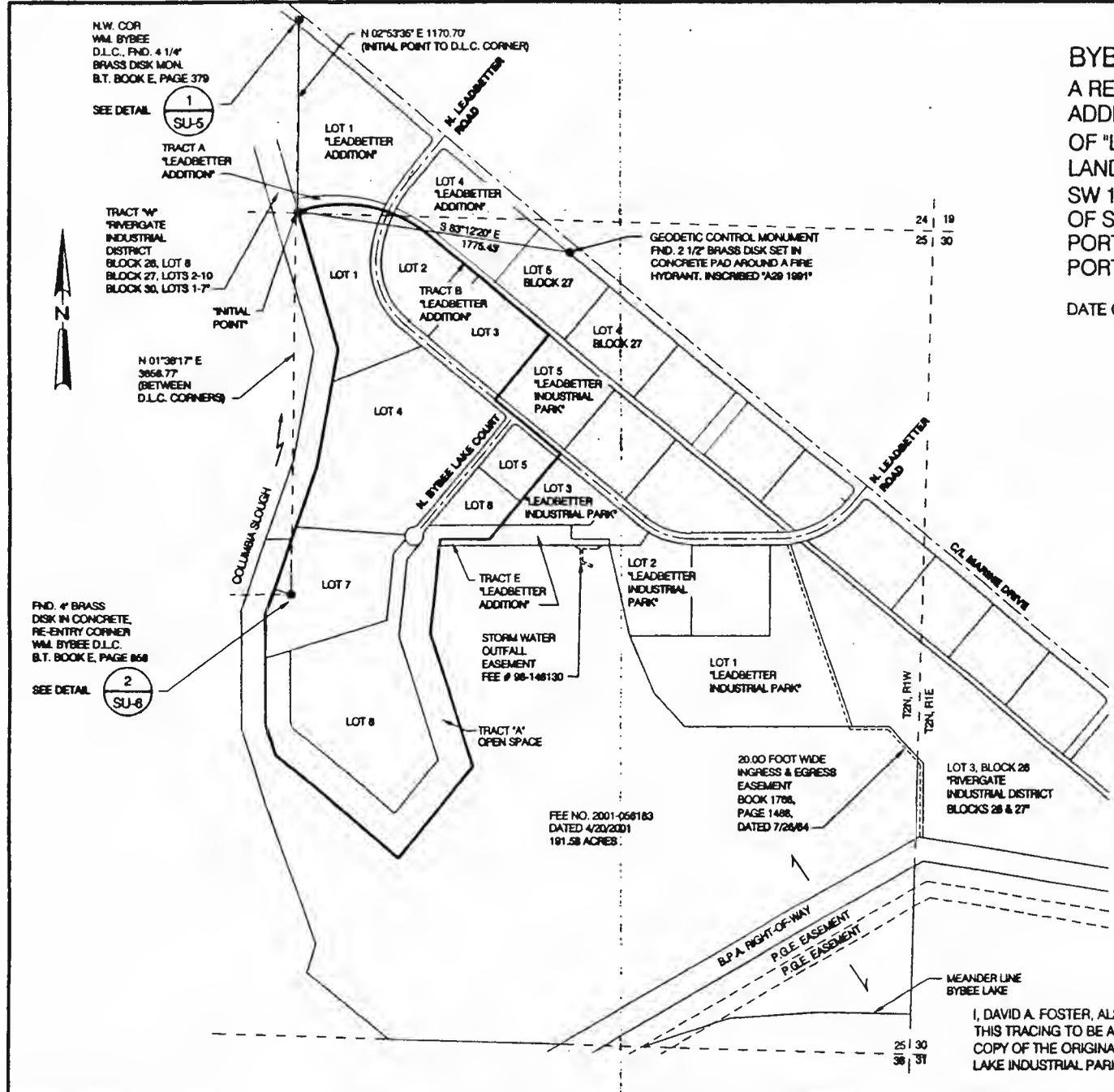
SHEET NO.	DESCRIPTION
1 (SU-1)	VICINITY - AREA MAP
2 (SU-2)	LOTS 1 THROUGH 8
3 (SU-3)	LOTS 7, 8, TRACT "A"
4 (SU-4)	DETAIL 1
5 (SU-5)	DETAIL 2, 3, AND 4
6 (SU-6)	DETAILS 5 AND 6
7 (SU-7)	CERTIFICATE, DECLARATION, NARRATIVE, REFERENCES
8 (SU-8)	APPROVALS

**LEGEND:**

- FOUND 5/8" I.R./Y.P.C. INSCRIBED "PORT OF PORTLAND" UNLESS NOTED OTHERWISE SET IN (1) OR (2)
- FND. DENOTES FOUND
- I.R. DENOTES IRON ROD
- Y.P.C. DENOTES YELLOW PLASTIC CAP
- COR. DENOTES CORNER
- D.L.C. DENOTES DONATION LAND CLAIM
- (1) REFERS TO REFERENCE LIST SEE SHEET 7 OF 8

SURVEYED BY:  
 PORT OF PORTLAND  
 121 N.W. EVERETT  
 P.O. BOX 3529  
 PORTLAND, OREGON 97208  
 (503) 944-7391

I, DAVID A. FOSTER, ALSO CERTIFY THIS TRACING TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT OF "BYBEE LAKE INDUSTRIAL PARK".



N.W. COR. WM. BYBEE D.L.C. FND. 4 1/4" BRASS DISK MON. B.T. BOOK E, PAGE 379



TRACT "W" RIVERGATE INDUSTRIAL DISTRICT BLOCK 26, LOT 8 BLOCK 27, LOTS 2-10 BLOCK 30, LOTS 1-7

N 01°38'17" E 3668.77' (BETWEEN D.L.C. CORNERS)

FND. 4" BRASS DISK IN CONCRETE, RE-ENTRY CORNER WM. BYBEE D.L.C. B.T. BOOK E, PAGE 868



FEE NO. 2001-066183 DATED 4/20/2001 191.58 ACRES

20.00 FOOT WIDE INGRESS & EGRESS EASEMENT BOOK 1768, PAGE 1488, DATED 7/28/84

MEANDER LINE BYBEE LAKE

NO.	DATE	BY	REVISIONS	CHKD	APPROV



**PORT OF PORTLAND**  
 PORTLAND, OREGON

*David A. Foster*  
 PROJECT MANAGER

980088 52101-110  
CROWN NUMBER PROJECT NUMBER

REGISTERED PROFESSIONAL LAND SURVEYOR  
 OREGON  
 DAVID A. FOSTER  
 1934  
 RENEWED THRU 12/31/01

DESIGNED BY D. FOSTER  
 DRAWN BY D. FOSTER  
 CHECKED BY C. VANDERWERF  
 DATE MAR 2001  
 SCALE 1" = 500'

**RIVERGATE INDUSTRIAL DISTRICT**

**BYBEE LAKE INDUSTRIAL PARK**  
 SUBDIVISION PLAT  
 VICINITY - AREA MAP

SUBMITTED BY DAVID J. IRVINE  
MANAGER SURVEY  
 TYPE BS  
 DRAWING NO. RG 1999 -16  
 1/8 SU-1

C-1 BK | C-1 SC

Exhibit A

# BYBEE LAKE INDUSTRIAL PARK

A REPLAT OF LOT 2 AND TRACT "D" "LEADBETTER ADDITION" AND LOT 4 AND A PORTION OF TRACT "A" OF "LEADBETTER INDUSTRIAL PARK", AND OTHER LANDS LOCATED IN THE NE 1/4, NW 1/4, AND SW 1/4 OF SECTION 25, AND THE SW 1/4 OF SECTION 24, T. 2N., R. 1W., W.M., AND A PORTION OF THE WM. BYBEE D.L.C., CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

DATE OF SURVEY: APRIL 18, 2001

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
1	31°59'38"	900.00'	502.55'	498.04'	S 23°50'03" W
2	58°00'25"	498.91'	605.10'	483.81'	S 21°00'58" E
3	58°00'25"	588.91'	575.97'	551.89'	N 21°00'58" W
5	57°28'15"	874.24'	876.40'	840.18'	S 80°05'27" E
8	58°00'25"	533.91'	540.54'	517.78'	S 21°00'58" E
16	38°05'13"	874.24'	550.83'	641.57'	N 88°14'02" E
17	18°44'35"	874.24'	255.47'	254.58'	S 59°44'37" E
18	14°31'22"	1051.15'	268.44'	265.72'	N 50°34'11" W
19	32°00'07"	1051.15'	589.88'	582.18'	N 88°44'42" W

**LEGEND:**

- 5/8" X 30" I.R./Y.P.C. INSCRIBED "PORT OF PORTLAND" TO BE SET DURING REMAINING MONUMENTATION SET ON
- 5/8" X 30" I.R./Y.P.C. INSCRIBED "PORT OF PORTLAND" SET IN MONUMENT BOX TO BE SET DURING REMAINING MONUMENTATION SET ON
- DENOTES FOUND
- DN. DENOTES DOWN
- C/L DENOTES CENTERLINE
- CB DENOTES CURVE NO.
- AC. DENOTES ACRES
- (1) REFERS TO REFERENCE LIST SEE SHEET 4 OF 7
- FOUND 5/8" I.R./Y.P.C. INSCRIBED "PORT OF PORTLAND" SET IN (8)
- FOUND 5/8" I.R./Y.P.C. INSCRIBED "PORT OF PORTLAND" UNLESS NOTED OTHERWISE SET IN (1) OR (2)
- SET 5/8" X 30" I.R./Y.P.C. INSCRIBED "PORT OF PORTLAND" ON APRIL 23, 2001
- LR. DENOTES IRON ROD
- Y.P.C. DENOTES YELLOW PLASTIC CAP
- COR. DENOTES CORNER
- D.L.C. DENOTES DONATION LAND CLAIM
- MON. DENOTES MONUMENT
- N.T.S. DENOTES NOT TO SCALE



SCALE: 1"=200'

I, DAVID A. FOSTER, ALSO CERTIFY THIS TRACING TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT OF "BYBEE LAKE INDUSTRIAL PARK".

**SURVEYED BY:**  
 PORT OF PORTLAND  
 121 N.W. EVERETT  
 P.O. BOX 3529  
 PORTLAND, OREGON 97208  
 (503) 944-7391

N.W. COR. WM. BYBEE D.L.C., FND 4 1/4" BRASS DISK MON., B.T. BOOK E, PAGE 379 N 02°53'38" E, 1170.70'

SEE DETAIL TIE TO D.L.C. CORNER (1) SU-5

SEE DETAIL (1) SU-4

SEE DETAIL (2) SU-5

SEE DETAIL (3) SU-5

SEE DETAIL (1) SU-6

C-1 BK C-1 SC

NO.	DATE	BY	REVISIONS	CHKD	APPVD



**PORT OF PORTLAND**  
 PORTLAND, OREGON

PROJECT MANAGER

980088 52101-110  
 DESIGN NUMBER PROJECT NUMBER

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON

DAVID A. FOSTER  
 1804

RENEWED THRU 12/31/01

DESIGNED BY: D. FOSTER

DRAWN BY: D. FOSTER

CHECKED BY: C. VANDERWERF

DATE: MAR 2001

SCALE: 1"=200'

**RIVERGATE INDUSTRIAL DISTRICT**

**BYBEE LAKE INDUSTRIAL PARK**  
 SUBDIVISION PLAT  
 LOTS 1 THROUGH 8

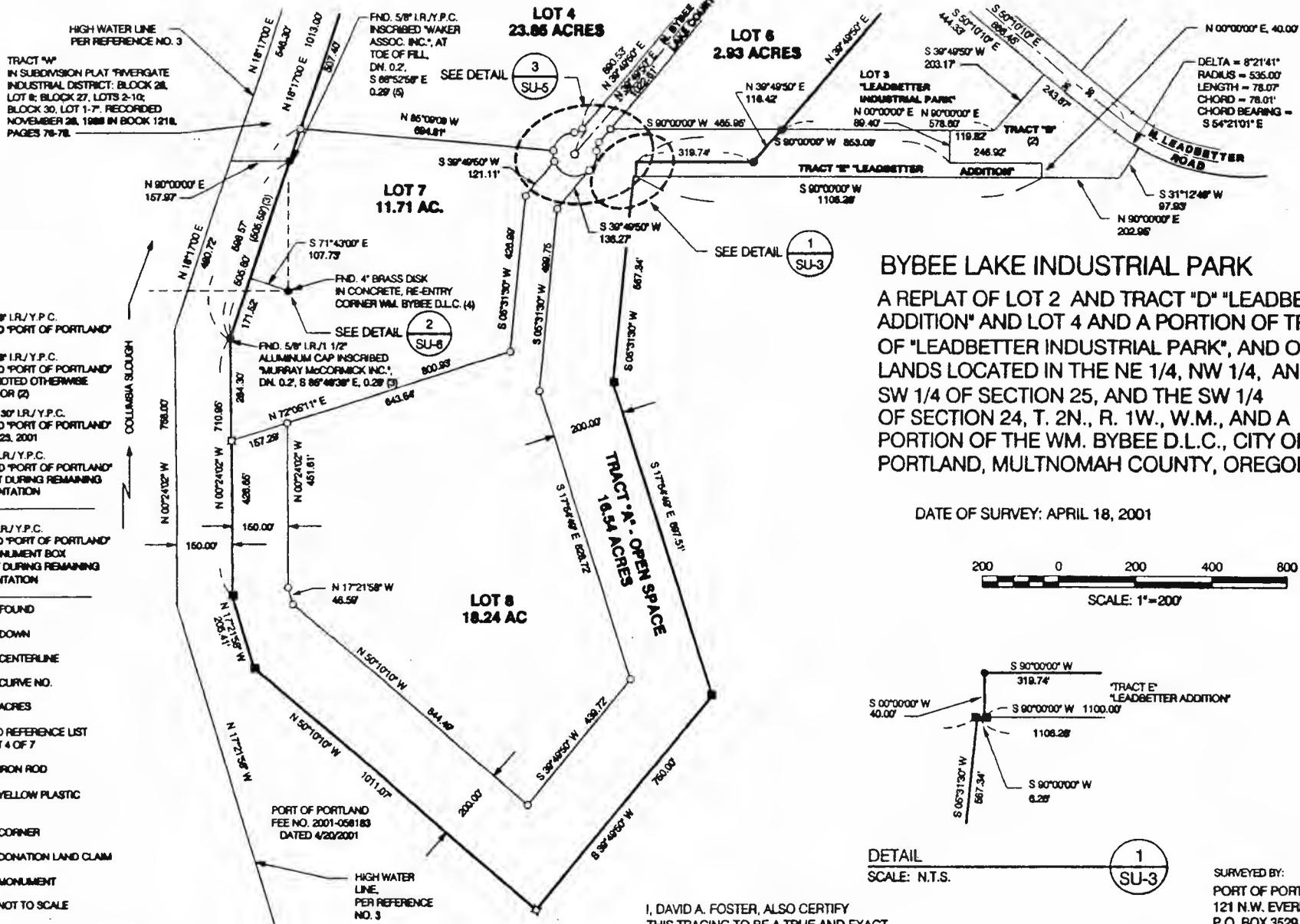
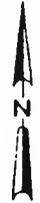
SUBMITTED BY: DAVID J. IRVINE  
 MANAGER SURVEY

TYPE: BS

DRAWING NO.: RG 1999-16

2/8 SU-2

Exhibit A



I, DAVID A. FOSTER, ALSO CERTIFY THIS TRACING TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT OF "BYBEE LAKE INDUSTRIAL PARK".

SURVEYED BY:  
 PORT OF PORTLAND  
 121 N.W. EVERETT  
 P.O. BOX 3529  
 PORTLAND, OREGON 97208  
 (503) 944-7391

NO.	DATE	BY	REVISIONS	OKD	APPVD



**PORT OF PORTLAND**  
 PORTLAND, OREGON

*David A. Foster*  
 PROJECT MANAGER

880088      52101-110  
 DESIGN NUMBER      PROJECT NUMBER

REGISTERED PROFESSIONAL LAND SURVEYOR

*David A. Foster*  
 OREGON  
 DAVID A. FOSTER  
 1834  
 RENEWED THRU 12/31/01

DESIGNED BY D. FOSTER  
 DRAWN BY D. FOSTER  
 CHECKED BY C. VANDERWERF  
 DATE MAR 2001  
 SCALE 1" = 200'

**RIVERGATE INDUSTRIAL DISTRICT**

**BYBEE LAKE INDUSTRIAL PARK**  
**SUBDIVISION PLAT**  
**LOTS 7, 8, TRACT "A"**

SUBMITTED BY DAVID J. IRVINE      TYPE BS      DRAWING NO. RG 1999 - 16  
 MANAGER SURVEY

3/8      SU-3

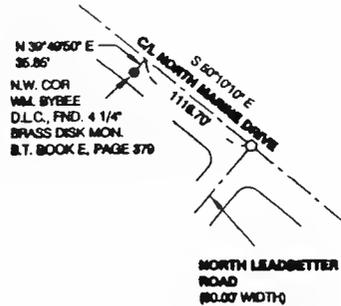
Exhibit A



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
9	90°00'00"	30.00'	47.12'	42.43'	S 05°10'10" E
10	48°11'23"	30.00'	25.23'	24.48'	S 83°55'32" W
11	78°50'54"	60.00'	82.57'	78.21'	N 48°35'48" E
12	48°11'23"	30.00'	25.23'	24.48'	N 15°44'09" E
13	90°00'00"	30.00'	47.12'	42.43'	N 84°49'50" E
14	28°38'52"	60.00'	30.00'	29.89'	S 05°09'07" E
15	112°24'18"	60.00'	117.71'	99.72'	S 75°40'43" E
20	58°28'41"	60.00'	59.14'	56.78'	N 19°52'48" E

**BYBEE LAKE INDUSTRIAL PARK**  
 A REPLAT OF LOT 2 AND TRACT "D" "LEADBETTER ADDITION" AND LOT 4 AND A PORTION OF TRACT "A" OF "LEADBETTER INDUSTRIAL PARK", AND OTHER LANDS LOCATED IN THE NE 1/4, NW 1/4, AND SW 1/4 OF SECTION 25, AND THE SW 1/4 OF SECTION 24, T. 2N., R. 1W., W.M., AND A PORTION OF THE WM. BYBEE D.L.C., CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON



DATE OF SURVEY: APRIL 18, 2001

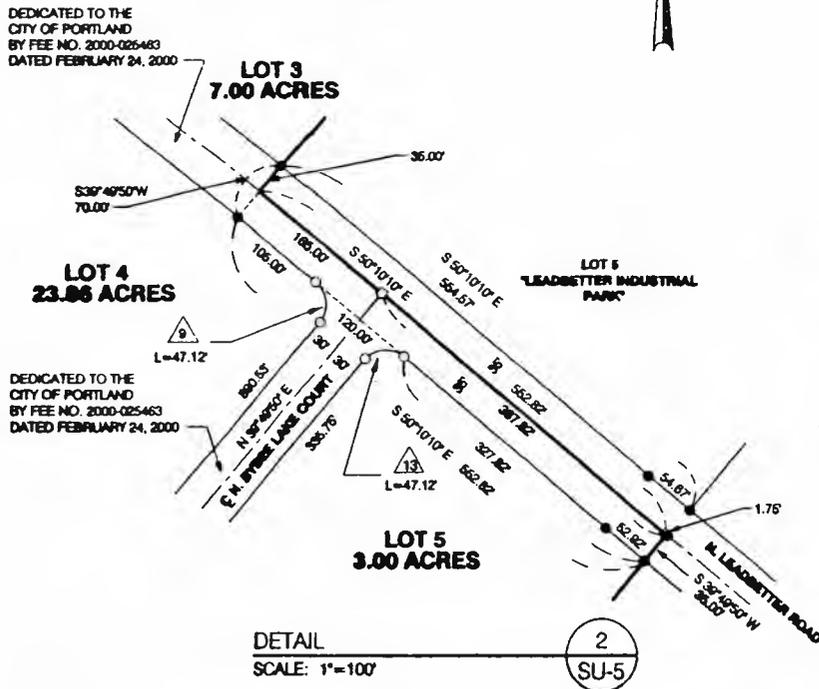
LEGEND:

- 5/8" X 30" I.R./Y.P.C. INSCRIBED "PORT OF PORTLAND" TO BE SET DURING REMAINING MONUMENTATION SET ON
  - 5/8" X 30" I.R./Y.P.C. INSCRIBED "PORT OF PORTLAND" SET IN MONUMENT BOX TO BE SET DURING REMAINING MONUMENTATION SET ON
  - FOUND 5/8" I.R./Y.P.C. INSCRIBED "PORT OF PORTLAND" SET IN (0)
  - FOUND 5/8" I.R./Y.P.C. INSCRIBED "PORT OF PORTLAND" UNLESS NOTED OTHERWISE SET IN (1) OR (2)
  - SET 5/8" X 30" I.R./Y.P.C. INSCRIBED "PORT OF PORTLAND" ON APRIL 23, 2001
- FND. DENOTES FOUND  
 DN. DENOTES DOWN  
 CL. DENOTES CENTERLINE  
 C6 DENOTES CURVE NO. SEE CURVE TABLE ON SHEET 4 OF 7  
 (1) REFERS TO REFERENCE LIST SEE SHEET 4 OF 7  
 I.R. DENOTES IRON ROD  
 Y.P.C. DENOTES YELLOW PLASTIC CAP  
 COR. DENOTES CORNER  
 D.L.C. DENOTES DONATION LAND CLAIM  
 MON. DENOTES MONUMENT  
 N.T.S. DENOTES NOT TO SCALE

SURVEYED BY:  
 PORT OF PORTLAND  
 121 N.W. EVERETT  
 P.O. BOX 3529  
 PORTLAND, OREGON 97208  
 (503) 944-7391

DETAIL  
 SCALE: 1"=100'

1  
 SU-5



DETAIL  
 SCALE: 1"=100'

2  
 SU-5

DETAIL  
 SCALE: 1"=100'

3  
 SU-5

I, DAVID A. FOSTER, ALSO CERTIFY THIS TRACING TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT OF "BYBEE LAKE INDUSTRIAL PARK".

NO.	DATE	BY	REVISIONS	CHKD	APPVD



PORT OF PORTLAND  
 PORTLAND, OREGON

*David A. Foster*  
 PROJECT MANAGER

880088  
 CURVE NUMBER

62101-110  
 PROJECT NUMBER

RENEWED THRU 12/31/01

REGISTERED PROFESSIONAL LAND SURVEYOR

*David A. Foster*

OREGON  
 1834  
 DAVID A. FOSTER  
 1834

RENEWED THRU 12/31/01

DESIGNED BY: D. FOSTER  
 DRAWN BY: D. FOSTER  
 CHECKED BY: C. VANDERWERF

DATE: MAR 2001  
 SCALE: SEE DETAIL

RIVERGATE INDUSTRIAL DISTRICT

BYBEE LAKE INDUSTRIAL PARK  
 SUBDIVISION PLAT  
 DETAILS 1, 2, & 3

SUBMITTED BY: DAVID J. IRVINE  
 MANAGER SURVEY

TYPE: BS  
 DRAWING NO.: RG 1999 -16  
 5/8 SU-5

Exhibit A

### BYBEE LAKE INDUSTRIAL PARK

A REPLAT OF LOT 2 AND TRACT "D" "LEADBETTER ADDITION" AND LOT 4 AND A PORTION OF TRACT "A" OF "LEADBETTER INDUSTRIAL PARK", AND OTHER LANDS LOCATED IN THE NE 1/4, NW 1/4, AND SW 1/4 OF SECTION 25, AND THE SW 1/4 OF SECTION 24, T. 2N., R. 1W., W.M., AND A PORTION OF THE WM. BYBEE D.L.C., CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

DATE OF SURVEY: APRIL 18, 2001

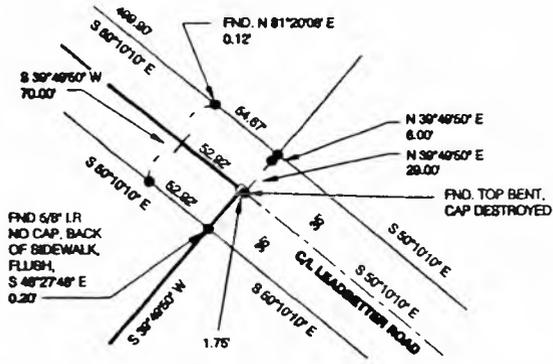
**LEGEND:**

- 5/8" X 30" I.R./Y.P.C. INSCRIBED "PORT OF PORTLAND" TO BE SET DURING REMAINING MONUMENTATION SET ON \_\_\_\_\_
- 5/8" X 30" I.R./Y.P.C. INSCRIBED "PORT OF PORTLAND" SET IN MONUMENT BOX TO BE SET DURING REMAINING MONUMENTATION SET ON \_\_\_\_\_
- FOUND 5/8" I.R./Y.P.C. INSCRIBED "PORT OF PORTLAND" SET IN (0)
- FOUND 5/8" I.R./Y.P.C. INSCRIBED "PORT OF PORTLAND" UNLESS NOTED OTHERWISE SET IN (1) OR (2)
- SET 5/8" X 30" I.R./Y.P.C. INSCRIBED "PORT OF PORTLAND" ON APRIL 23, 2001

- FND. DENOTES FOUND
- DN. DENOTES DOWN
- C/L. DENOTES CENTERLINE
- C# DENOTES CURVE NO. SEE CURVE TABLE ON SHEET 4 OF 7
- (1) REFERS TO REFERENCE LIST SEE SHEET 4 OF 7
- I.R. DENOTES IRON ROD
- Y.P.C. DENOTES YELLOW PLASTIC CAP
- COR. DENOTES CORNER
- D.L.C. DENOTES DONATION LAND CLAIM
- MON. DENOTES MONUMENT
- N.T.S. DENOTES NOT TO SCALE

SURVEYED BY:  
 PORT OF PORTLAND  
 121 N.W. EVERETT  
 P.O. BOX 3529  
 PORTLAND, OREGON 97208  
 (503) 944-7391

I, DAVID A. FOSTER, ALSO CERTIFY THIS TRACING TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT OF "BYBEE LAKE INDUSTRIAL PARK".



DETAIL SCALE: N.T.S. 1 SU-6

DETAIL SCALE: N.T.S. 2 SU-6

C-1 BK C-1 SC

NO.	DATE	BY	REVISIONS	OK'D	APP'VD



**PORT OF PORTLAND**  
 PORTLAND, OREGON

*David Foster*  
 PROJECT MANAGER

980088 GREEN HEADER      52101-110 PROJECT HEADER

REGISTERED PROFESSIONAL LAND SURVEYOR

*David Foster*  
 OREGON

DAVID A. FOSTER  
 1934

RENEWED THRU 12/31/01

DESIGNED BY D. FOSTER

DRAWN BY D. FOSTER

CHECKED BY C. VANDERWERF

DATE MAR 2001

SCALE \_\_\_\_\_

**RIVERGATE INDUSTRIAL DISTRICT**

**BYBEE LAKE INDUSTRIAL PARK**  
**SUBDIVISION PLAT**  
**DETAILS 1 & 2**

SUBMITTED BY DAVID J. IRVINE TYPE BS DRAWING NO. RG 1999 -16 6/8 SU-6

Exhibit A

SURVEYORS CERTIFICATE

I, DAVID A. FOSTER, DO HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED A MARKED WITH PROPER MONUMENTS THE LAND REPRESENTED ON THE ANNEXED MAP OF "BYBEE LAKE INDUSTRIAL PARK" BEING LOT 2 AND TRACT "D" OF "LEADBETTER ADDITION" AND LOT 4 AND A PORTION OF TRACT "A" OF "LEADBETTER INDUSTRIAL PARK" AND OTHER LANDS, SITUATED IN THE NORTH-EAST ONE-QUARTER, NORTH-WEST ONE-QUARTER, THE SOUTH-WEST ONE-QUARTER OF SECTION 25 AND THE SOUTH-WEST ONE-QUARTER OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, AND A PORTION OF THE WM. BYBEE D.L.C., CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, AND AT THE INITIAL POINT OF SAID SURVEY I FOUND A 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "PORT OF PORTLAND", SAID INITIAL POINT BEING AT THE MOST SOUTH-WESTERLY CORNER OF LOT 2 OF "LEADBETTER ADDITION" RECORDED DECEMBER 28, 1994, BOOK 1228, PAGE 50, MULTNOMAH COUNTY PLAT RECORDS, SAID POINT BEING SOUTH 02°53'35" WEST, A DISTANCE OF 1170.70 FEET FROM THE NORTH-WEST CORNER OF THE WM. BYBEE D.L.C. BEING MARKED BY A FOUND 4 1/4" INCH BRASS DISK MONUMENT, THENCE ALONG THE SOUTHERLY LINE OF TRACT "A" "LEADBETTER ADDITION" AND TRACT "B" "LEADBETTER INDUSTRIAL PARK" ALONG THE ARC OF A 874.24 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS POINT BEARS SOUTH 18°48'34" EAST) THROUGH A CENTRAL ANGLE OF 57°28'15", A DISTANCE OF 876.40 FEET TO A POINT THAT BEARS SOUTH 80°05'27" EAST A DISTANCE OF 840.18 FEET FROM THE LAST DESCRIBED POINT; THENCE CONTINUING ALONG THE SOUTH-WESTERLY LINE OF SAID TRACT "B" SOUTH 50°10'10" EAST A DISTANCE OF 1028.13 FEET TO THE NORTHERNMOST CORNER OF LOT 5, "LEADBETTER INDUSTRIAL PARK"; THENCE LEAVING SAID SOUTH-WESTERLY LINE OF TRACT "B" ALONG THE NORTH-WESTERLY LINE OF SAID LOT 5, SOUTH 38°49'50" WEST A DISTANCE OF 548.14 FEET TO A POINT ON THE CENTERLINE OF LEADBETTER ROAD AS DEDICATED BY FEE NO. 2000-025-483, ON FEBRUARY 24, 2000, MULTNOMAH COUNTY DEED RECORDS; THENCE ALONG THE AFORESAID CENTERLINE OF LEADBETTER ROAD SOUTH 50°10'10" EAST A DISTANCE OF 552.82 FEET; THENCE LEAVING SAID CENTERLINE SOUTH 38°49'50" WEST ALONG THE NORTH-WESTERLY LINE OF LOT 3 "LEADBETTER INDUSTRIAL PARK" A DISTANCE OF 680.19 FEET TO A POINT ON THE NORTH LINE OF TRACT "E" "LEADBETTER ADDITION"; THENCE LEAVING THE AFORESAID NORTH-WESTERLY LINE OF LOT 3, SOUTH 90°00'00" WEST ALONG THE NORTH LINE OF SAID TRACT "E" A DISTANCE OF 319.74 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00°00'00" WEST ALONG THE WEST LINE OF SAID TRACT "E" A DISTANCE OF 40.00 FEET TO THE SOUTH-WEST CORNER THEREOF; THENCE SOUTH 90°00'00" WEST ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID TRACT "E" A DISTANCE OF 6.26 FEET; THENCE SOUTH 53°13'00" WEST A DISTANCE OF 567.34 FEET; THENCE SOUTH 17°54'49" EAST A DISTANCE OF 867.81 FEET; THENCE SOUTH 38°49'50" WEST A DISTANCE OF 750.00 FEET; THENCE NORTH 50°10'10" WEST A DISTANCE OF 1011.07 FEET TO A POINT THAT IS 150.00 FEET EASTERLY FROM WHEN MEASURED AT RIGHT ANGLES TO THE ORDINARY HIGH WATER LINE OF THE COLUMBIA SLOUGH; THENCE CONTINUING 150.00 EASTERLY FROM, WHEN MEASURED AT RIGHT ANGLES TO, THE ORDINARY HIGH WATER LINE OF THE COLUMBIA SLOUGH ALONG THE FOLLOWING COURSES AND DISTANCES: NORTH 17°21'58" WEST A DISTANCE OF 205.41 FEET; NORTH 00°24'02" WEST A DISTANCE OF 710.95 FEET; NORTH 10°17'00" EAST A DISTANCE OF 1013.00 FEET; NORTH 10°09'00" EAST A DISTANCE OF 771.87 FEET; AND NORTH 15°48'00" WEST A DISTANCE OF 928.41 FEET TO THE INITIAL POINT, CONTAINING 4,543,832.07 SQUARE FEET OR 104.31 ACRES MORE OR LESS.

SUBJECT TO THE RIGHTS OF THE PUBLIC IN THAT PORTION OF THE HERETOFORE DESCRIBED PROPERTY LYING WITHIN PUBLIC STREETS, CONTAINING 198,134.88 SQUARE FEET OR 4.50 ACRES MORE OR LESS.

NET AREA BEING SUBDIVIDED: 4,347,697.11 SQUARE FEET OR 98.81 ACRES MORE OR LESS.

AS PER ORS 92.080(5) AND 92.070(2), I CERTIFY THAT THE REMAINING MONUMENTS IN THIS SUBDIVISION PLAT WILL BE SET AFTER COMPLETION OF IMPROVEMENTS AND PRIOR TO ONE YEAR FROM THE DATE OF RECORDING OF THIS PLAT.

REFERENCES

- (1) "LEADBETTER ADDITION" BOOK 1228, PAGES 50-53 DATED 12/28/1994
- (2) "LEADBETTER INDUSTRIAL PARK" BOOK 1230, PAGES 56-61 DATED 11/17/1996
- (3) MULTNOMAH COUNTY SURVEY REFERENCE NO. 38282 (Y 4/9) (MURRAY MCCORMICK, INC.)
- (4) MULTNOMAH COUNTY CORNER BOOK NO. C08, PAGE 70
- (5) "RIVERGATE INDUSTRIAL DISTRICT BLOCK 28, LOT 8; BLOCK 27, LOTS 2-10; BLOCK 30, LOTS 1-7" BOOK 1248, PAGES 78-79, DATED 11-20-88
- (6) "RIVERGATE INDUSTRIAL DISTRICT BLKS 13 TO 25" BOOK 1207, PAGES 13-25, DATED 3/8/77
- (7) MULTNOMAH COUNTY SURVEY REFERENCE NO. 48817
- (8) MULTNOMAH COUNTY SURVEY REFERENCE NO. 58481, BOUNDARY SURVEY
- (9) MULTNOMAH COUNTY SURVEY REFERENCE NO. 56710, LOT LINE ADJUSTMENT.

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO REPLAT LOT 2 "LEADBETTER ADDITION" AND LOT 4 "LEADBETTER INDUSTRIAL PARK" INTO 8 LOTS AND ONE TRACT. BOUNDARY RESOLUTION IS PER MY PREVIOUS SURVEYS, SURVEY NUMBER 58481 AND 56710, THE LATTER IS A PROPERTY/BOUNDARY LINE ADJUSTMENT SURVEY ADJUSTING THE SOUTHERLY LINE OF THE AFORESAID LOT 2 OF "LEADBETTER ADDITION". FOR MY BASIS OF BEARING I HELD THE NORTH LINE OF TRACT "E" "LEADBETTER ADDITION" (SOUTH LINE OF LOTS 3 AND 4 OF "LEADBETTER INDUSTRIAL PARK") BETWEEN POINTS "A" AND "B" AS SHOWN, AS BEING SOUTH 90°00'00" WEST.

THE NEW ROADWAY THROUGH THE NORTHERLY PORTION OF LOT 2 AND THE NORTH-WESTERLY PORTION OF LOT 4 WAS DEDICATED TO THE CITY OF PORTLAND ON FEBRUARY 24, 2000, BY DOCUMENT NO. 2000-025-483, MULTNOMAH COUNTY RECORDS.

REMAINING CORNER MONUMENTATION

IN ACCORDANCE WITH O.R.S. 92.070, THE REMAINING CORNERS IN THIS SUBDIVISION PLAT HAVE BEEN CORRECTLY SET WITH PROPER MONUMENTS. AN AFFIDAVIT HAS BEEN PREPARED REGARDING THE SETTING OF SAID MONUMENTS AND WAS RECORDED AS DOCUMENT NO. \_\_\_\_\_ MULTNOMAH COUNTY RECORDS.

MULTNOMAH COUNTY SURVEYOR

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

BYBEE LAKE INDUSTRIAL PARK

A REPLAT OF LOT 2 AND TRACT "D" "LEADBETTER ADDITION" AND LOT 4 AND A PORTION OF TRACT "A" OF "LEADBETTER INDUSTRIAL PARK", AND OTHER LANDS LOCATED IN THE NE 1/4, NW 1/4, AND SW 1/4 OF SECTION 25, AND THE SW 1/4 OF SECTION 24, T. 2N., R. 1W., W.M., AND A PORTION OF THE WM. BYBEE D.L.C., CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

DATE OF SURVEY: APRIL 18, 2001

DECLARATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT THE PORT OF PORTLAND, A PORT DISTRICT OF THE STATE OF OREGON, DOES HEREBY MAKE, ESTABLISH, AND DECLARE THE ANNEXED MAP OF BYBEE LAKE INDUSTRIAL PARK DESCRIBED IN THE ACCOMPANYING SURVEYORS CERTIFICATE, A TRUE MAP AND PLAT THEREOF AND HAS CAUSED THE SUBDIVISION TO BE PREPARED AND THE PROPERTY SUBDIVIDED IN ACCORDANCE WITH THE PROVISIONS OF O.R.S. CHAPTER 92, AND THAT SAID PORT OF PORTLAND DOES HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID PLAT.

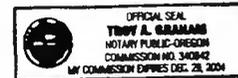
  
Edward B. Galligan, EXECUTIVE DIRECTOR, PORT OF PORTLAND

ACKNOWLEDGEMENT

STATE OF OREGON }  
COUNTY OF MULTNOMAH } SS

BE IT REMEMBERED THAT ON THIS DAY OF July 2001, BEFORE ME A NOTARY PUBLIC FOR SAID STATE AND COUNTY PERSONALLY APPEARED EDWARD B. GALLIGAN WHO BEING FIRST DULY SWORN, UNDER OATH, DID SAY THAT HE IS THE EXECUTIVE DIRECTOR OF THE PORT OF PORTLAND NAMED AND DESCRIBED IN THE FOREGOING INSTRUMENT AND THAT HIS SIGNATURE AFFIXED TO SAID INSTRUMENT BY AUTHORITY OF ITS BOARD OF DIRECTORS IS A FREE ACT AND DEED OF SAID PORT OF PORTLAND

  
WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.



SURVEYED BY:

PORT OF PORTLAND  
121 N.W. EVERETT  
P.O. BOX 3529  
PORTLAND, OREGON 97208  
(503) 731-7391

I, DAVID A. FOSTER, ALSO CERTIFY THIS TRACING TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT OF "BYBEE LAKE INDUSTRIAL PARK".

						PORT OF PORTLAND PORTLAND, OREGON		REGISTERED PROFESSIONAL LAND SURVEYOR  OREGON DAVID A. FOSTER 1934	DESIGNED BY D. FOSTER	RIVERGATE INDUSTRIAL DISTRICT BYBEE LAKE INDUSTRIAL PARK SUBDIVISION PLAT CERTIFICATE & DECLARATION		
						980088 DESIGN NUMBER	52101-110 PROJECT NUMBER		DRAWN BY D. FOSTER			
NO.	DATE	BY	REVISIONS	OKD	APPROV			RENEWED THRU 12/31/01	SCALE			

C-1 BK C-1 SC

Exhibit A

NOTES:

1. THIS PLAT IS SUBJECT TO THE CONDITIONS IMPOSED BY THE CITY OF PORTLAND IN CASE FILE NO. LUR 99-00832 SU
2. TRACT "A" SHALL BE AN OPEN SPACE TRACT AND SHALL BE MAINTAINED BY AND SHALL REMAIN IN THE OWNERSHIP OF THE PORT OF PORTLAND, ITS HEIRS OR ASSIGNS.
3. MOTOR VEHICLE ACCESS TO ALL LOTS IS LIMITED TO THE STREET FRONTAGE. VEHICULAR ACCESS TO TRACT "A" IS LIMITED TO STREET FRONTAGE OR TO AUTHORIZED USE OF TRACT "A".
4. THIS PROPERTY IS SUBJECT TO RIGHTS OF THE STATE OF OREGON TO MINERALS, OIL, GAS AND SULPHUR AS PER ORS 274.910 (3).

PLAT RESTRICTIONS:

1. A PRIVATE BLANKET EASEMENT EXISTS FOR INGRESS AND EGRESS ABOVE AND BELOW THE SURFACE OF THE LAND AS IMPLIED BY RESERVATION OF MINERAL RIGHTS IN DEED RECORDED JUNE 28, 1987 IN BOOK 588, PAGE 1121.
2. A PRIVATE EASEMENT EXISTS FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF WATER CONTROL DEVICE ON SMITH AND BYBEE LAKE RECORDED OCTOBER 29, 1982 IN BOOK 1625, PAGE 1979.
3. A PRIVATE EASEMENT EXISTS FOR WATER LEVEL CONTROL IN BYBEE AND SMITH LAKES AND FOR CONTROL OF DISEASES OF WATERFOWL AND FISH RECORDED OCTOBER 29, 1982 IN BOOK 1625, PAGE 1991.

BYBEE LAKE INDUSTRIAL PARK

A REPLAT OF LOT 2 AND TRACT "D" "LEADBETTER ADDITION" AND LOT 4 AND A PORTION OF TRACT "A" OF "LEADBETTER INDUSTRIAL PARK", AND OTHER LANDS LOCATED IN THE NE 1/4, NW 1/4, AND SW 1/4 OF SECTION 25, AND THE SW 1/4 OF SECTION 24, T. 2N., R. 1W., W.M., AND A PORTION OF THE WM. BYBEE D.L.C., CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

DATE OF SURVEY MONUMENTATION: APRIL 18, 2001

APPROVALS

MULTNOMAH COUNTY

APPROVED THIS 6th DAY OF August, 2001  
COUNTY SURVEYOR  
MULTNOMAH COUNTY, OREGON  
BY Robert A. Hendon

APPROVED THIS 6th DAY OF AUGUST, 2001  
BY Diana Tun/cab

CHAIR  
BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

ALL TAXES, FEES, ASSESSMENTS OR OTHER CHARGES AS PROVIDED BY O.R.S. 82.085 HAVE BEEN PAID AS OF August 4, 2001 2001.

DIRECTOR, DIVISION OF ASSESSMENT AND TAXATION  
MULTNOMAH COUNTY, OREGON  
BY Goran Brunson  
DEPUTY

MULTNOMAH COUNTY

STATE OF OREGON )  
COUNTY OF MULTNOMAH )SS  
I DO HEREBY CERTIFY THAT THE ATTACHED SUBDIVISION WAS RECEIVED FOR THE RECORD AND RECORDED Aug 6 2001, AT 2:32 P.M. IN BOOK 1251 ON PAGES 69-76  
COUNTY RECORDING OFFICE

BY Christa Valle  
DEPUTY  
DOCUMENT NO. 2001-122248

CITY OF PORTLAND

APPROVED THIS 31st DAY OF JULY, 2001  
PLANNING DIRECTOR'S DELEGATE  
CITY OF PORTLAND  
BY Kathleen Anderson IK

APPROVED THIS 31 DAY OF July, 2001  
HEARING OFFICER  
CITY OF PORTLAND  
BY William W. Shaker

APPROVED THIS 30th DAY OF July, 2001  
CITY OF PORTLAND  
CITY ENGINEER'S DELEGATE  
BY Glen R. Pierce

SURVEYED BY:

I, DAVID A. FOSTER, ALSO CERTIFY THIS TRACING TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT OF "BYBEE LAKE INDUSTRIAL PARK".

PORT OF PORTLAND  
121 N.W. EVERETT  
P.O. BOX 3529  
PORTLAND, OREGON 97208  
(503) 944-7391

C-1 BK C-1 SC

NO.	DATE	BY	REVISIONS	OKD	APPROV



PORT OF PORTLAND  
PORTLAND, OREGON

David A. Foster  
PROJECT MANAGER

980088 52101-110  
CUBEN NUMBER PROJECT NUMBER

REGISTERED PROFESSIONAL LAND SURVEYOR  
David A. Foster  
OREGON  
DAVID A. FOSTER  
1984  
RENEWED THRU 12/31/01

DESIGNED BY D. FOSTER  
DRAWN BY D. FOSTER  
CHECKED BY C. VANDERWERF  
DATE MAR 2001  
SCALE

RIVERGATE INDUSTRIAL DISTRICT

BYBEE LAKE INDUSTRIAL PARK  
SUBDIVISION PLAT  
APPROVALS

SUBMITTED BY DAVID J. IRVINE TYPE BS DRAWING NO. RG 1999-16 8/8 SU-8  
MANAGER SURVEY

Exhibit A

## BUDGET ESTIMATE

Loc: Rivergate Industrial District  
 Project: Street System to Serve Proposed Mult. Co. Jail Site

By: Ken Willhite

Proj. no:  
 Design no:

Date orig: 29-Oct-98  
 Revision #: 2  
 Date: 11-May-99

Scope: Estimate construction of a street system and utilities in North Rivergate to serve the proposed Multnomah County Jail Site including; Leadbetter Extension, and North-South Road (see map).

**Assumptions:**

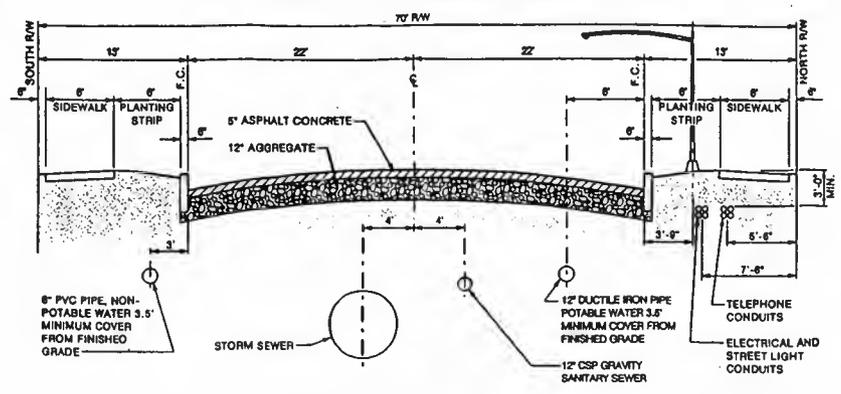
- a) Pavement section consists of 5" AC over 12" aggregate for all streets.
- b) Cross sections (see attached conceptual map):  
 650' Leadbetter Ext. 70' R/W, 44' pvmt. width (see map).  
 1,050' North-South Roadway 60' R/W, 36' pvmt. width (see map).
- c) 6.0' sidewalk on both sides of street.
- d) 6" curb on both sides of street.
- e) Section reserves 6' planting strip on Leadbetter and Pac. Gtwy., 5' planting strip on N-S road.
- f) Street landscaping not included in this estimate. Tenants shall landscape planting strip.
- g) Water, storm sewer, sanitary sewer, electricity, and telephone in R/W.
- h) Water quality treatment provided by Stormceptors for street, and on site for properties.
- i) Sanitary sewer pumping may be required to serve southern lots.
- j) Fire hydrants to be installed along both roads and future road alignments.
- k) Traffic signal at Marine Dr/Leadbetter not included in estimate. However, one may be needed based on the Countys forthcoming Traffic Study.

ITEM DESCRIPTION	EST. QUANT.	NITS	UNIT PRICE	COST
Mob, Demob and Survey	10	%		\$211,478
<b>Street Construction</b>				
Temp traffic control	1	LS	20,000.00	20,000
Demo. Existing Bulb and Repair Parking Lot	1	LS	30,000.00	30,000
Earthwork/Excavation	3,560	CY	5.00	17,800
Concrete Curb	3,400	LF	6.00	20,400
Sidewalk	20,400	SF	3.00	61,200
Subgrade Prep/Compaction	12,280	SY	1.00	12,280
Aggregate Base (12")	4,450	TON	12.00	53,400
Asphalt Concrete (5")	2,060	TON	45.00	92,700
<b>Storm Drainage</b>				
12" CSP (service stubs)	700	LF	50.00	35,000
18" CSP	200	LF	110.00	22,000
24" CSP	550	LF	130.00	71,500
36" CSP	550	LF	150.00	82,500
42" CSP	650	LF	170.00	110,500

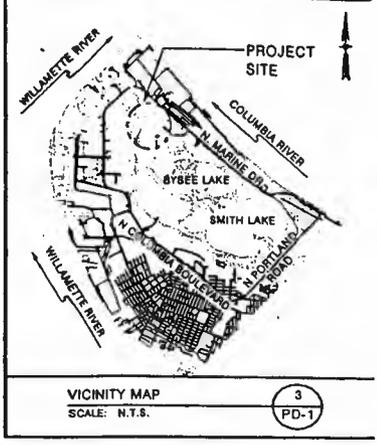
EXHIBIT B  
 PAGE 1 OF 4

48" CSP	500	LF	185.00	92,500
54" CSP	600	LF	215.00	129,000
Manhole (48")	8	LF	3,000.00	24,000
Manhole (72")	2	LF	8,000.00	16,000
Manhole (84")	1	LF	20,000.00	20,000
Catch Basins	14	LF	1,000.00	14,000
Stormceptor 1200 and Sub-Drain Connections	4	EA	20,000.00	80,000
Connection to Existing 60" Pipe	1	EA	3,000.00	3,000
<b>Sanitary Sewer</b>				
Unsuitable Excavation (placeholder)	1,500	CY	30.00	45,000
Trench Stabilization (placeholder)	1,500	CY	30.00	45,000
Dewatering (\$4K/100lf for 1,800')	1	LS	72,000.00	72,000
8" CSP (service stubs)	700	LF	40.00	28,000
12" CSP	3,300	LF	45.00	148,500
48" Manhole (deep)	13	EA	3,000.00	39,000
Connection to Existing Manhole	1	EA	3,000.00	3,000
<b>Water System</b>				
Connect to Existing Water Line	2	EA	1,500.00	3,000
8" Water Line (service stubs)	700	LF	35.00	24,500
12" Water Line	3,700	LF	45.00	166,500
Fire Hydrant	12	EA	2,500.00	30,000
8" Non-Potable Water Line	3,700	LF	30.00	111,000
<b>Misc. Utilities</b>				
Street Lighting (Conduit, Wire, and Poles in Street)	1,600	LF	35.00	56,000
Street Lighting (Conduit and Wire)	2,100	LF	10.00	21,000
Electrical Power	3,700	LF	55.00	203,500
Telephone	3,700	LF	30.00	111,000
			Construction Cost	<u>2,326,258</u>
Planning, Admin., Engr., Permits @	28	%		\$651,352
Consultant @	12	%		\$279,151
Contingency @	30	%		<u>\$697,877</u>
			<b>Total Project Cost</b>	<b>3,954,639</b>
			<b>Use</b>	<b>4,000,000</b>

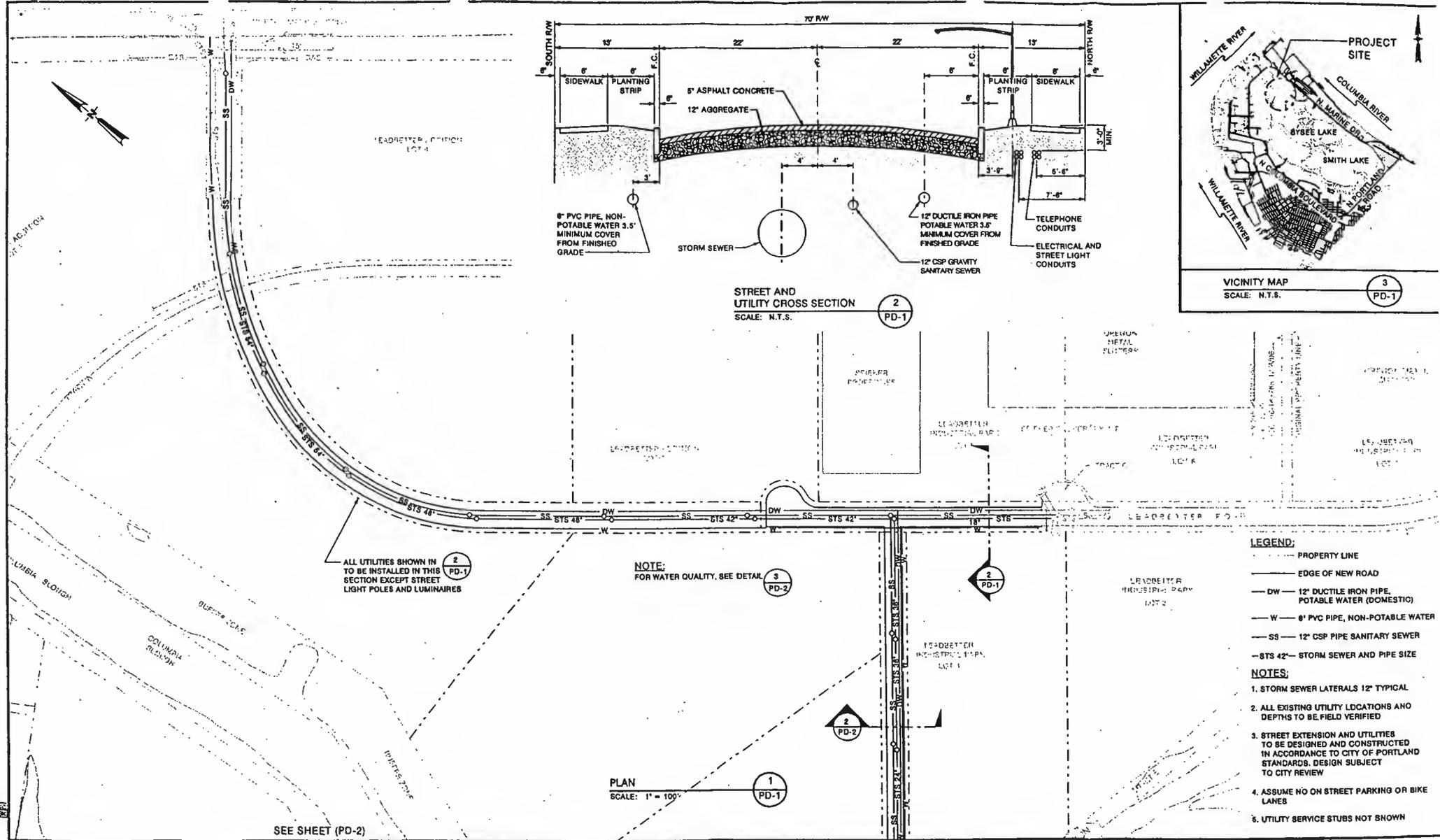
EXHIBIT B  
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**STREET AND UTILITY CROSS SECTION**  
SCALE: N.T.S.



**VICINITY MAP**  
SCALE: N.T.S.



**PLAN**  
SCALE: 1" = 100'

- LEGEND:**
- PROPERTY LINE
  - EDGE OF NEW ROAD
  - DW — 12" DUCTILE IRON PIPE, POTABLE WATER (DOMESTIC)
  - W — 6" PVC PIPE, NON-POTABLE WATER
  - SS — 12" CSP PIPE SANITARY SEWER
  - STS 42" — STORM SEWER AND PIPE SIZE
- NOTES:**
1. STORM SEWER LATERALS 12" TYPICAL
  2. ALL EXISTING UTILITY LOCATIONS AND DEPTHS TO BE FIELD VERIFIED
  3. STREET EXTENSION AND UTILITIES TO BE DESIGNED AND CONSTRUCTED IN ACCORDANCE TO CITY OF PORTLAND STANDARDS. DESIGN SUBJECT TO CITY REVIEW
  4. ASSUME NO ON STREET PARKING OR BIKE LANES
  5. UTILITY SERVICE STUBS NOT SHOWN

DATE: 08/08/08  
DRAWN BY: M. BETHNER  
CHECKED BY: C. CHECKER

EXHIBIT **B**  
PAGE **3** OF **4**



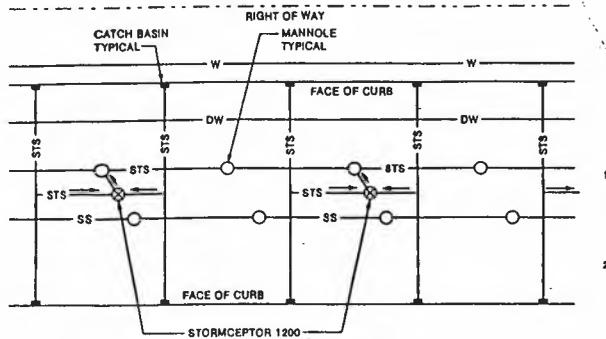
PORT OF PORTLAND  
PORTLAND, OREGON

DESIGNED BY: K. WILLIAMS  
DRAWN BY: M. BETHNER  
CHECKED BY: C. CHECKER  
DATE: JAN 1998

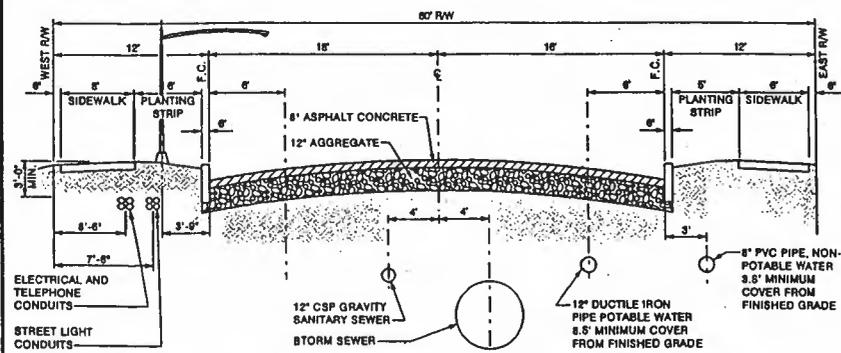
RIVERGATE INDUSTRIAL PARK  
STREET EXTENSION  
FOR PROPOSED MULTNOMAH COUNTY SITE  
**PRELIMINARY PLAN, CROSS SECTION AND VICINITY MAP**

**NOTES:**  
 1. STREET DRAINAGE: WATER QUALITY MAY BE PROVIDED BY A SHALLOW SUB-SYSTEM OF CATCHBASINS AND 12" PIPE DRAINING TO STORMCEPTOR 1200 MANHOLES AS SHOWN BELOW. THE STORMCEPTOR THEN DRAINS INTO THE MAIN STORMSEWER LINE

2. SITE DRAINAGE: WATER QUALITY PROVIDED BY ON-SITE TREATMENT FACILITIES



PROPOSED WATER QUALITY DETAIL  
 SCALE: N.T.S. 3 PD-2



STREET AND UTILITY CROSS SECTION  
 SCALE: N.T.S. 2 PD-2

SEE SHEET (PD-1)

**NOTE:**  
 FOR WATER QUALITY, SEE DETAIL 3 PD-2

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PLAN  
 SCALE: 1" = 100' 1 PD-2

EXHIBIT B  
 PAGE 4 OF 4



PORT OF PORTLAND  
 PORTLAND, OREGON

DESIGNED BY: K. WILLIAMS  
 DRAWN BY: M. DETMER  
 CHECKED BY: C. CHECKER  
 JAN 1988

RIVERGATE INDUSTRIAL PARK  
 STREET EXTENSION  
 FOR PROPOSED MULTNOMAH COUNTY SITE  
 PRELIMINARY PLAN, CROSS SECTION AND DETAIL