

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 02-027

Approving Temporary Construction Easement Agreement No. 1251 with Tri-County Metropolitan Transportation District of Oregon ("Tri-Met") in Connection with Interstate Avenue MAX Project

The Multnomah County Board of Commissioners Finds:

- a) Tri-Met has requested temporary (2 year) easement for construction purposes in connection with Interstate Avenue MAX Project over and above the property described below.
- b) The proposed temporary easement agreement does not convey any permanent right or interest in the property, and does not prevent the County from the use of the property during the period of the easement; provided the County's use does not interfere with the rights herein granted.
- c) The granting of this temporary construction easement serves a public purpose and furthers the public's interest by assisting with the construction of the Light Rail expansion.
- d) The consideration of \$250 offered by Tri-Met is sufficient.
- e) The County has the authority to grant the easement pursuant to ORS 270.090 (3).

The Multnomah County Board of Commissioners Resolves:

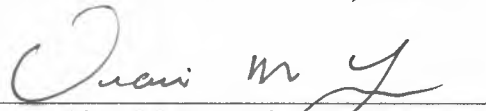
- 1. That the Chair of the Multnomah County Board of County Commissioners is authorized to execute the TRI-MET TEMPORARY CONSTRUCTION EASEMENT AGREEMENT with Tri-Met for the following described property:

See attached Exhibit A to Construction Easement Number 1251

ADOPTED this 21st day of February, 2002.



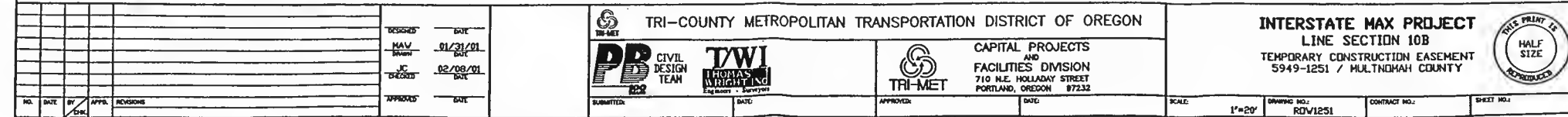
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

[illegible]

**INTERSTATE MAX PROJECT
LINE SECTION 10B
TEMPORARY CONSTRUCTION EASEMENT
5949-1251 / MULTNOMAH COUNTY**



**TRI-MET
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

MULTNOMAH COUNTY, Grantor, in consideration of the sum of **TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00)**, hereby grants to **TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON ("Tri-Met")**, Grantee, its successors and assigns, a temporary construction easement and right-of-entry for the purpose of constructing street and light rail improvements on real property located in Multnomah County, State of Oregon, that is more particularly described as follows:

See drawing attached to and by this reference made a part of this document

This easement shall become effective from the date of Grantor's signature and shall continue for a period of two years from the first date provided below for the purpose above described. This Easement shall be subject to the following terms and conditions:

Indemnity: Subject to the limitations and conditions of the Oregon Constitution and ORS 30.260 and 30.300, Grantor shall defend, indemnify, and save harmless Grantee, its officers, employees, and agents from and against any and all actual or alleged claims, demands, judgments, losses, damages, costs, expenses, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, and/or penalties (which may be imposed upon or claimed against Grantor and which, in whole or in part, directly or indirectly, arise from the intentional or negligent acts or omissions of Grantee, its officers, directors, agents, employees, contractors or subcontractors, arising in the exercise by Grantee of its rights under this Construction Easement.

Property Use: Grantee shall have the right at any time during the easement period to enter upon the above-described real property for the purpose hereinabove mentioned. In connection therewith, Grantee may remove any trees, shrubs or other materials necessary or convenient to accomplish said purposes. Provided, Grantee shall repair any damage to the property caused by Grantee, its officers, directors, agents, employees, contractors or subcontractors to the reasonable satisfaction of Grantor; and if the damage is not repairable or the tree, shrub or other material has been removed, Grantee will reimburse Grantor for the actual replacement value of such items damaged or removed by Grantee, its officers, directors, agents, employees, contractors or subcontractors.

IT IS SO AGREED:

MULTNOMAH COUNTY:

By: 

Title: Diane M. Linn, County Chair

Date: 02.21.02

TRI-MET:

By: 

Title: EXECUTIVE DIRECTOR

Date: 1/21/02

REVIEWED:

THOMAS SPONSER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By: 
Assistant County Attorney

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 02.21.02
DEB BOGSTAD, BOARD CLERK