

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 06-142

Declaring a Portion of the Edgefield Property Located at 1906 SW Halsey Street, Troutdale, Oregon as Surplus Property and Approving an Easement Agreement with Michael McMenamin

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County previously issued a Permit and Power Line Easement Agreement ("Agreement") to Michael McMenamin at the Edgefield Property, 1906 SW Halsey Street, Troutdale, Oregon ("Property"). The Agreement was a limited easement to accommodate electrical service for the McMenamin's Edgefield concert venue directly adjacent to the Property.
- b. Under the Short Term Use Permit authority granted the Chair under Resolution 05-182, the term of any permit is limited to ninety (90) days. The Agreement expires August 11, 2006.
- c. Under Resolution 05-131, dated July 28, 2005, the Board approved the sale of the real property partly described by the Agreement to Michael McMenamin. Because of unavoidable extensions in closing the sale, a longer term easement becomes necessary. It is reasonable to provide this sort of accommodation to a property buyer under terms substantially in the form of the attached Easement Agreement.

The Multnomah County Board of Commissioners Resolves:

1. The Board approves the Easement Agreement. The Chair is authorized to execute the Easement Agreement substantially in the form attached to this Resolution.
2. The Chair is authorized to execute extensions to and amendments to the Easement Agreement without further Board action.

ADOPTED this 10th day of August, 2006.



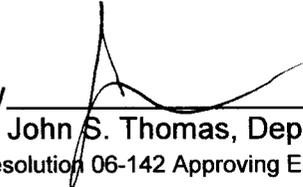
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By


John S. Thomas, Deputy County Attorney

Resolution 06-142 Approving Easement Agreement

DRAFT
PERMIT AND
POWER LINE EASEMENT AGREEMENT

THIS POWER LINE EASEMENT AGREEMENT (this “**Agreement**”) is entered into by and between **THE COUNTY OF MULTNOMAH, OREGON** (“**Grantor**”) and **MICHAEL MCMENAMIN**, (“**Grantee**”) this ___ day of _____, 2006.

RECITALS

- A. Grantor is the owner of that certain real property located in Multnomah County, Oregon partially depicted in the attached Exhibit A (“**Grantor’s Property**”).
- B. Grantee is the owner of certain real property adjacent to Grantor’s Property partially depicted in the attached Exhibit A (“**Grantee’s Property**”).
- C. Grantee has entered into a Memorandum of Understanding to purchase Grantor’s Property, a portion of which includes the Easement Property.
- D. Grantor has entered into a 90-day term Power Line Easement with Grantee which expires August 11, 2006.
- E. Grantor and Grantee desire to replace the 90-day term Power Line Easement with this Permit and Power Line Easement Agreement.
- F. Grantor desires to grant to Grantee, for the benefit of Grantee and its electric power utility provider, an easement across a portion of Grantor’s Property for an electrical power line to provide such electrical service to Grantee’s Property, in accordance with the terms and conditions set forth herein.

AGREEMENT

1. **Grant of Easement.** Grantor hereby grants to Grantee a non-exclusive easement for the location of an electrical power transmission line (the “**Power Line**”) across that portion of Grantor’s Property depicted in Exhibit A attached hereto (the “**Easement Property**”) for construction of improvements as shown on Exhibit B. Grantee, or Grantee’s electrical power utility provider shall also have an easement over the Easement Property and that portion of Grantor’s Property as shall be necessary to effectuate the construction, location, installation, and maintenance of the Power Line. Until terminated as set forth herein, the easement rights granted in this Agreement shall run with the land and shall inure to the benefit of the parties, their successors and assigns.
2. **Scope of the Easement.** The easement granted herein shall be used for the construction, location, use, and maintenance of the Power Line as shown on Exhibit B on and in the Easement Property which shall provide electrical service to Grantee’s Property. Except as limited by the rights granted herein, Grantor shall have full use and control of the Easement Property, provided that no changes to the improvements shown on Exhibit B shall be made without the written consent of the Grantor, which consent shall not be unreasonably withheld. Grantee shall be responsible for all costs to maintain the improvements in and on the Easement Property.

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3. **Term of the Easement.** The easement granted herein shall expire on the sooner of:

a. The date Grantee's proposed purchase of the Easement Property (along with other property) closes; and

b. The date Grantee's proposed purchase of the Easement Property (along with other property) fails to close and is terminated; and

c. December 31, 2007.

4. **Maintenance.** Grantee shall be solely responsible, at its cost, for the maintenance and repair of the Power Line as may be reasonably necessary to maintain the same in a safe and suitable condition for the purposes set forth herein.

5. **Damage to Grantor's Property.** Any damage to Grantor's Property resulting from Grantee's construction, maintenance or repair of the Power Line shall be promptly repaired by Grantee at Grantee's sole expense.

6. **Indemnity.** Grantee agrees to indemnify, defend and hold Grantor harmless from any and against all liability, damage loss, and costs arising from the use of the easement granted herein by Grantee, Grantee's agents, employees, independent contractors, licensees and invitees.

7. **Miscellaneous.** All exhibits referenced in this Agreement are incorporated herein. Any amendment or alteration to this Agreement shall only be in writing and shall be signed by each party to the Agreement. This Agreement shall be governed by and construed in accordance with the laws and decisions of the State of Oregon. In the event of litigation, exclusive venue shall lie in Multnomah County, Oregon. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8. **No Recordation.** This easement shall not be recorded.

9. **Renewal.** Provided conditions 3.a. and 3.b. above have not occurred, this easement may be renewed at the option of Grantee for one (1) year upon written notice to Grantor prior to December 31, 2007.

EXECUTED by the parties or their duly authorized representatives on the date first above written.

GRANTOR:

THE COUNTY OF MULTNOMAH, OREGON

By _____
Diane M. Linn, Chair

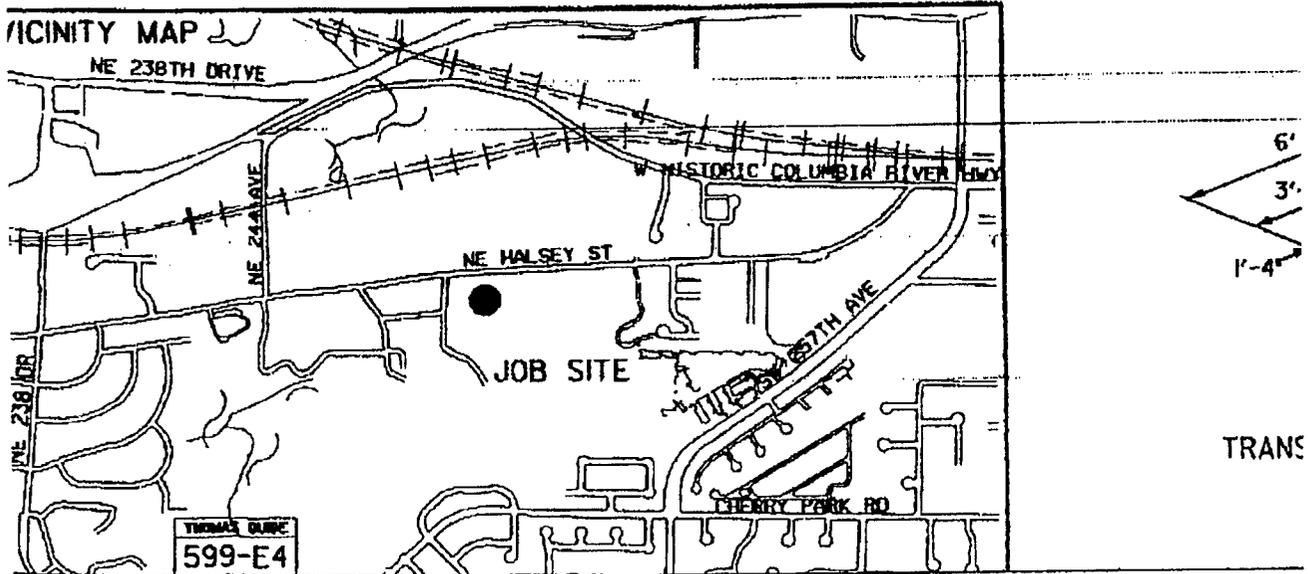
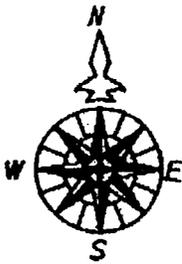
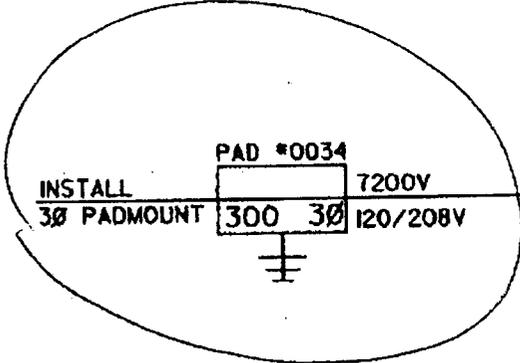
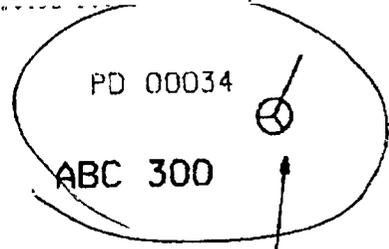
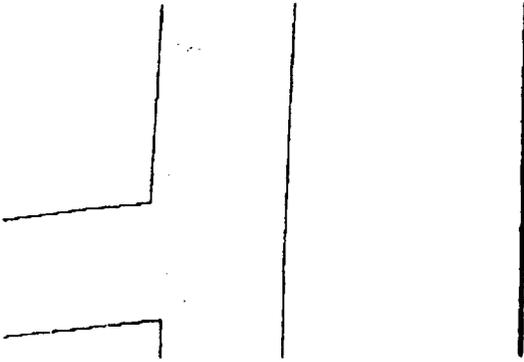
GRANTEE:

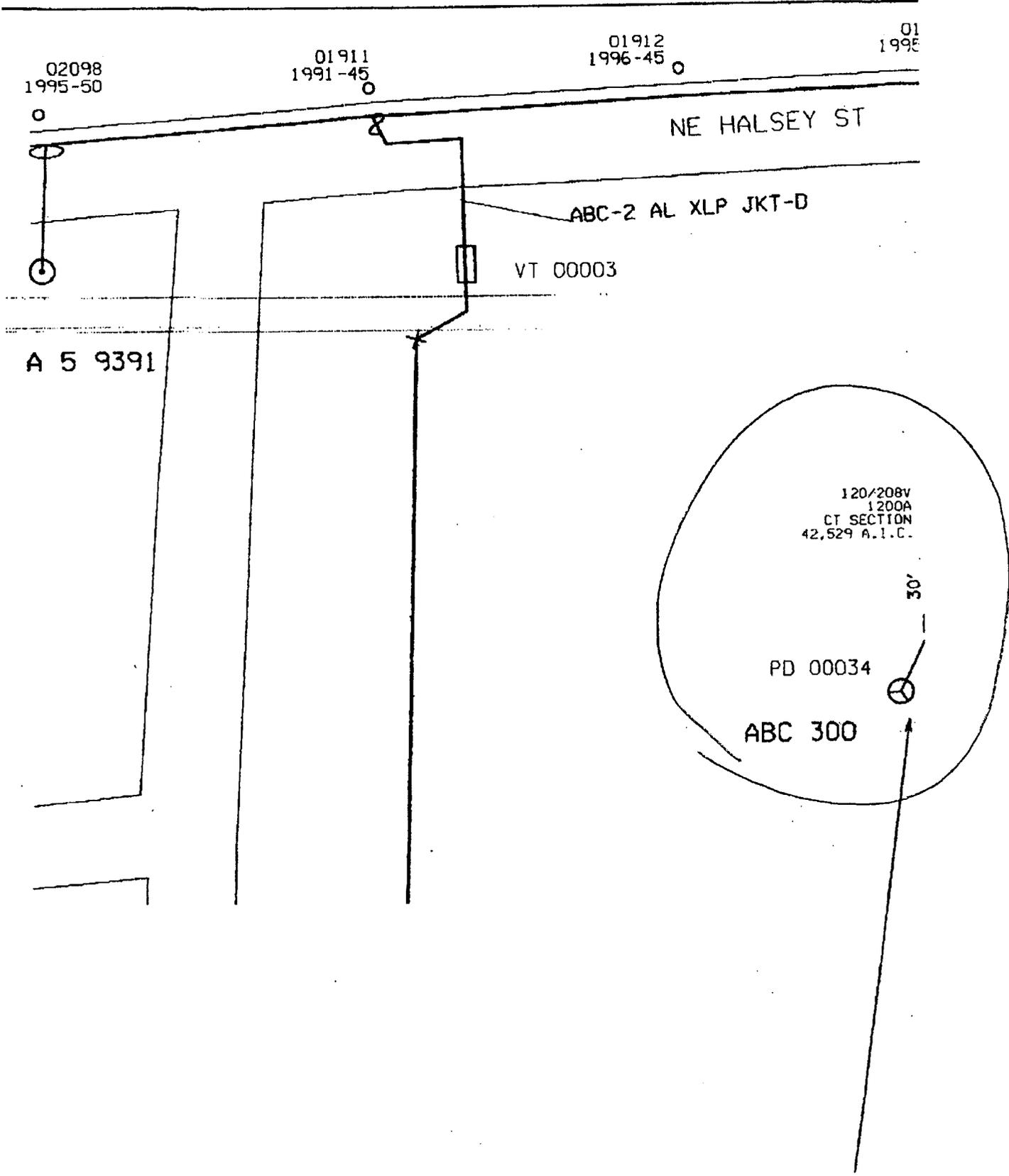
By _____
Michael McMenamain

Multnomah County Edgefield Properties EASEMENT PROPERTY



EXHIBIT B





- BUILDING AND 4 FEET (MIN) FROM ANY FIRE HYDRANT. PGE TRANSFORMERS MUST BE WITHIN 15 FEET OF A DRIVEABLE AREA. ALWAYS MAINTAIN 10 FEET CLEARANCE IN FRONT OF ALL TRANSFORMERS.
- 5. TRANSFORMER PADS ARE TO BE SET SO THAT THE TOP IS 2 INCHES ABOVE FINAL GRADE. CONDUIT IS TO BE INSTALLED IN PAD AS INDICATED IN DETAIL AND TO EXTEND 1 INCH ABOVE THE PAD.
- 6. STEEL BARRIER POSTS ARE REQUIRED AROUND TRANSFORMERS THAT ARE EXPOSED TO VEHICLES.
- 7. PGE TO BE NOTIFIED AND INSPECT ALL CONDUIT, VAULT AND PAD INSTALLATIONS BEFORE BACKFILL. ALL NEW VAULT & PAD LOCATIONS TO BE FIELD VERIFIED WITH PGE AND CUSTOMER REPRESENTATIVE.
- 8. REFER TO LETTER OF RESPONSIBILITY FOR FURTHER DETAILS AND THE OREGON ELECTRIC SERVICE REQUIREMENTS BOOKLET FOR SPECIFIC REQUIREMENTS.
- 9. DESIGN IS BASED ON STANDARD UNDERGROUND EQUIPMENT. NON-STANDARD UNDERGROUND EQUIPMENT MAY BE AN OPTION AT AN ADDITIONAL COST TO THE CUSTOMER.
- 10. THE POINT OF DELIVERY AND DIVISION OF OWNERSHIP BETWEEN THE CUSTOMER AND PGE WILL BE AT THE LINE SIDE OF THE NEW CUSTOMER PROVIDED SWITCH GEAR.

DeAnn Gilky Inspector 503-5225

CALL BEFORE YOU DIG: OREGON LAW REQUIRES YOU TO REQUEST UTILITY LOCATION 48 HOURS PRIOR TO EXCAVATION. FOR LOCATES CALL THE OREGON UTILITY NOTIFICATION CENTER AT 503-246-8889 OR 1-800-332-2344.
 CONTACT SERVICE COORDINATOR FOR TRENCH AND CONDUIT INSPECTION PRIOR TO BACKFILL. PGE WILL NOT INSTALL WIRE UNTIL TRENCH IS 100% BACKFILLED.
SERVICE COORDINATOR
 503-736-5450

PGE FACILITIES NOT DRAWN TO SCALE
 THIS DRAWING IS A GRAPHICAL REPRESENTATION OF PORTLAND GENERAL ELECTRIC FACILITIES IN THE FIELD. THIS MAP ILLUSTRATES ELECTRICAL CONNECTIVITY, TYPES AND NUMBERS OF CONDUCTORS AND PLACEMENT OF EQUIPMENT WITHIN THE DISTRIBUTION SYSTEM. IT IS RECOMMENDED THAT THE USER NOT RELY ON THIS DIAGRAM FOR GEOGRAPHICAL LOCATIONS

AS-BUILT VERIFICATION & NESC VIOLATIONS CORRECTED This document accurately represents FIELD construction.

Foreman: _____ Date: _____
 SDC Engineer: _____ Date: _____
 Designer: _____ Date: _____

www.PortlandGeneral.com www.PortlandGeneral.biz www.EarthAdvantage.com

 GRESHAM LINE CREW CENTER 1705 E BURNSIDE ST GRESHAM, OR 97030	JOB NO. 433493	DATE 04/24/06	SECTION(S) A13-26C	SCALE 1"=50'
	CIRCUIT FAIRVIEW-TROUTDALE			SIZE 17x22
	TITLE MCMENAMINS, INC			
	LOCATION 2126 SW HALSEY ST, TROUTDALE			
	DESCRIPTION INSTALL 3PH 1200A SVC TO COMM L BLDG			SHEET 1 OF 1
DESIGN BY ED EKSTROM	PHONE 669-5216	DRAWN BY AROUN X		
© PORTLAND GENERAL ELECTRIC CO. - ALL RIGHTS RESERVED				

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COMMERCIAL LEGEND

NEW PGE FACILITIES TO BE INSTALLED

(UNLESS OTHERWISE SPECIFIED)



6'x6' TRANSFORMER PAD PROVIDED & INSTALLED BY CUSTOMER



INSTALL CUTOUT SIZE FUSING AS NOTED

----- INSTALL 3-#2 AL JKT PRIMARY IN 4" PVC CONDUIT PROVIDED & INSTALLED BY CUSTOMER

----- INSTALL 1-#350 AL-OX IN 3 OF 4-4" PVC CONDUIT PROVIDED & INSTALLED BY CUSTOMER

9391

CONSTRUCTION NOTES:

COM

1. CUSTOMER IS RESPONSIBLE FOR ALL TRENCH CONDUIT, VAULTS, PADS AND ROAD CROSSINGS.
2. ALL CONDUIT TO BE INSTALLED 36 INCHES MIN BELOW FINAL GRADE.
3. ALL PGE CONDUCTORS TO BE INSTALLED IN GRAY, SCHEDULE 40, ELECTRICAL GRADE, PVC CONDUIT WITH NYLON PULL STRINGS 600LBS. TEST. PGE TO DETERMINE THE SIZE AND NUMBER OF CONDUITS REQUIRED. MAINTAIN 12 VERTICAL INCHES AND 24 HORIZONTAL INCHES CLEARANCE BETWEEN GAS AND OTHER UTILITIES. ALL ELBOWS TO BE 36 INCH MIN RADIUS. ALL BENDS MUST BE FACTORY MADE. CONDUIT RUNS LONGER THAN 150 FEET OR WITH MORE THAN 270 DEGREES OF BENDS MUST USE RIGID STEEL ELBOWS, OR PGE APPROVED FIBERGLASS AND MUST BE APPROVED BY PGE PRIOR TO INSTALLATION BY CUSTOMER.
4. ALL PGE TRANSFORMERS TO BE INSTALLED 8 FEET MIN FROM ANY COMBUSTIBLE BUILDING AND 4 FEET MIN FROM ANY FIRE HYDRANT. PGE TRANSFORMERS MUST BE WITHIN 15 FEET OF A DRIVEABLE AREA. ALWAYS MAINTAIN 10 FEET CLEARANCE IN FRONT OF ALL TRANSFORMERS.
5. TRANSFORMER PADS ARE TO BE SET SO THAT THE TOP IS 2 INCHES ABOVE FINAL GRADE. CONDUIT IS TO BE INSTALLED IN PAD AS INDICATED IN DETAIL AND TO EXTEND 1 INCH ABOVE THE PAD.
6. STEEL BARRIER POSTS ARE REQUIRED AROUND TRANSFORMERS THAT ARE EXPOSED TO VEHICLES.
7. PGE TO BE NOTIFIED AND INSPECT ALL CONDUIT, VAULT AND PAD INSTALLATIONS BEFORE BACKFILL. ALL NEW VAULT & PAD LOCATIONS TO BE FIELD VERIFIED WITH PGE AND CUSTOMER REPRESENTATIVE.
8. REFER TO LETTER OF RESPONSIBILITY FOR FURTHER DETAILS AND THE OREGON ELECTRIC SERVICE REQUIREMENTS BOOKLET FOR SPECIFIC REQUIREMENTS.
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10. THE POINT OF DELIVERY AND DIVISION OF OWNERSHIP BETWEEN THE CUSTOMER AND PGE WILL BE AT THE LINE SIDE OF THE NEW CUSTOMER PROVIDED SWITCH GEAR.

No Am Gilkey inspector
669-5225

03520
1962-45

- BUILDING AND BE WITHIN 15 IN FRONT OF
- 5. TRANSFORMER FINAL GRADE AND TO EXT
- 6. STEEL BARS TO VEHICLE
- 7. PGE TO BE BEFORE BACK WITH PGE A
- 8. REFER TO ELECTRICAL
- 9. DESIGN IS UNDERGROUND
- 10. THE POINT PGE WILL

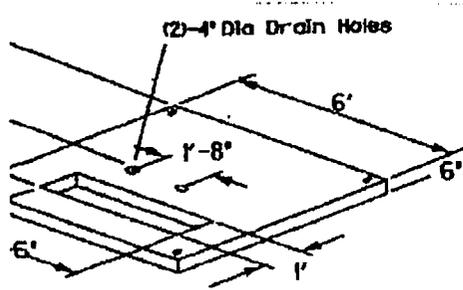
LOAD TYPE	CONNECTED KW	DIVERSITY FACTOR	ESTIMATED DEMAND
LIGHTING	144.0	0.9	129.60
RECEPTACLES	72.2	0.1	7.22
WATER HEATING		0.2	
ELECTRIC HEAT	72.2	0.75	54.15
REFRIGERATION / AC		0.75	
MOTORS	72.2	0.50	36.10
TOTAL EST. DEMAND	360.6		227.07

De

CALL BY LOCATION UTILITY CONTACT TO BACK

WR CHECKLIST		
ITEM	NO	YES
HOLEDIGGER	X	
BOOM		X
BACKHOE	X	
PGE TRENCH	X	
LOCATES	X	
STAKING	X	
FLAGGING	X	
TREETRIM	X	
LANDSCAPE	X	
EASEMENT	X	
PERMITS	X	
CUTSHEET	X	
SHUTDOWN	X	
CONTACT PH#		
DATE		
TIME		
DOOR HANGER	X	
LOG CIR. VER.	X	

PGE FA
THIS DRAWING IS
ELECTRIC FACILITY
CONNECTIVITY, TYPE
EQUIPMENT WITHIN
THE USER NOT
**AS-BUILT VERIFY
& NESC VIOL**
Foreman:
SDC
Engineer:
Designer:
www.PortlandGenerators.com



PADMOUNT - THREE PHASE

PGE

GRESHAM
LINE CREW CENTER
1705 E BURNSIDE ST
GRESHAM, OR 97030

ABC-795 AAC
N-4/O AAC

NEW

03519
1995-50

ABC-2 ACSR

PL-3520
INSTALL 4" POLE CONDUIT UNIT
WITH 12" BRACKETS,
3-142 C/O F25T
& LIGHTNING ARRESTER

03520
1962-45

CONS:

1. CUSTOMER ROAD ERC
2. ALL COND
3. ALL PGE GRADE, PV PGE TO D MAINTAIN GAS AND ALL BEND OR WITH I OR PGE A INSTALLA
4. ALL PGE BUILDING BE WITHIN IN FRONT
5. TRANSFOR FINAL GRU AND TO E
6. STEEL BA TO VENCI
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8. REFER TO ELECTRIC
9. DESIGN I UNDERG
10. THE PGM PGE BILL

LOAD TYPE	CONNECTED KW	DIVERSITY FACTOR	ESTIMATED DEMAND
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