

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 08-014

Approving a Donation of an Easement to Allow Tri-Met to Attach an Eye Bolt to the Mead Building to Suspend an Overhead Contact Wire for Electricity to the MAX Line, and Authorizing County Chair to Execute Appropriate Documents

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County owns the Mead Building located at 421 SW 5th Avenue which is located on lots 3 and 4 of block 175 PORTLAND, in the City of Portland.
- b. Tri-Met is currently constructing a new light rail line through Downtown Portland on 5th Avenue which requires power to be provided via overhead wires.
- c. Tri-Met has requested the County donate an easement to permit Tri-Met to attach an eye bolt on the exterior of the building to accommodate one of the lines providing power to the new light rail line.

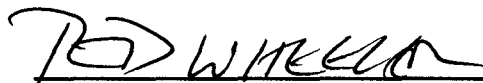
The Multnomah County Board of Commissioners Resolves:

1. The Board approves the donation and easement agreement. The Chair is authorized to execute the Easement Agreement substantially in the form attached to this resolution.

ADOPTED this 21st day of February, 2008.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
John S. Thomas, Deputy County Attorney

SUBMITTED BY:
Carol Ford, Director, Department of County Management

DONATION AGREEMENT

When a public improvement project requires any government agency or its contractor to acquire or enter upon private property, the owner(s) of that property are entitled to just compensation under federal and state law. Federal law is the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.c. 4601 et seq., and state law is Oregon Revised Statutes Section 35.510, as each may be amended from time to time.

The above federal and state laws also allow property owners to donate necessary property rights if they wish. To accomplish a donation, you only need to acknowledge that the agency has informed you of the right to just compensation and that you wish to donate.

If you elect to donate the property rights as described in the attached Easement, subject to the above information, please date and sign this Donation Agreement in the space below.

2-21-08
Date

[Signature]
Signature

Date

Signature

REVIEWED:
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

BY [Signature]
ASSISTANT COUNTY ATTORNEY
DATE 2/21/08



After Recording Return To:
John Baker
TriMet
710 NE Holladay Street
Portland, OR 97232

BUILDING EYEBOLT AND SPAN WIRE ATTACHMENT EASEMENT

Multnomah County, (Owner), Grantor, for good and valuable non-monetary consideration, hereby grants to Tri-County Metropolitan Transportation District of Oregon (TriMet), Grantee, a building eyebolt and span wire attachment easement for the purpose of installing, and thereafter maintaining, one or more catenary wire attachments to the structure described and located as follows:

Building Name: MEAD Building Attachment: BA # 547+86.66W

Building Address: 421 SW 5th Avenue, Portland, OR 97227
Parcel Reference No: INIE34CC4100

Legal Description: See Exhibit "A", which is attached hereto and incorporated herein by this reference.

The location(s) of the attachment(s) and the detail of the installation are to be as shown on Exhibits "B", "C" and "D", which are attached hereto and incorporated herein by this reference.

This easement shall become effective on the date of acceptance by TriMet, and shall bind the parties' heirs, successors, and assigns. This easement shall not be terminated by Owner unless Owner and TriMet first agree on an alternate location suitable for the attachment(s) covered by this easement which location shall be acceptable to Owner in Owner's sole discretion. If TriMet and Owner cannot agree on an alternate location then this easement shall be terminated. If Owner and TriMet agree to an alternate location, Owner agrees that this easement shall be terminated and a new easement shall be recorded, setting forth the new attachment location(s). TriMet shall bear all reasonable costs associated with removal and relocation of the attachment(s) and shall restore the structure so that the condition of the structure and the appearance of the structure are as good as or better than existed before the commencement of the installation, maintenance, repair, replacement or removal of the attachment(s).

The granting of this easement shall not obligate the Owner to maintain a building on the premises or to provide a substitute location for attachment in the event that the building is damaged or destroyed or the owner determines to remodel, remove or replace the building. Owner agrees that in any such event, Owner shall negotiate in good faith to provide TriMet with an alternate location for the attachment(s), subject however to the condition that such alternate location shall be acceptable to Owner in Owner's sole discretion.

TriMet shall have access to the attachment(s) at all times and agrees to make and maintain its attachment(s) in a manner that will not impair or in any way damage the structure. TriMet hereby indemnifies and holds harmless from and against and agrees to defend Owner against any and all claims, charges, liabilities, obligations, penalties, damages, costs and expenses (including attorney fees) arising, claimed, charged or incurred against Owner from any matter or thing arising from the attachment(s) or TriMet's acts or omissions related to installation, maintenance, repair, replacement or removal of the attachment(s) or other act related to the rights granted TriMet under this easement, except as caused by Owner's negligent, reckless or intentional conduct. TriMet shall repair any damage to the structure caused by the installation, testing, maintenance, repair, replacement or

removal of the attachment(s) and shall restore the structure so that the condition of the structure and the appearance of the structure are as good as or better than existed before the commencement of the installation, maintenance, repair, replacement or removal of the attachment(s).

Easement Granted by: Multnomah County



TED WHEELER 2-21-08
Signature Date

TED WHEELER CHAIR
Print Name Title

[Signature] 2/21/08
Signature Date

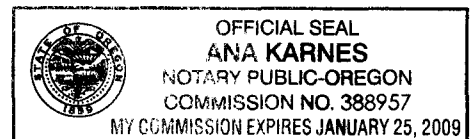
John Thomas Deputy County Attorney
Print Name Title

STATE OF (OREGON)

COUNTY OF (MULTNOMAH),

This instrument was acknowledged before me by TED WHEELER
on this 21 day of FEBRUARY, 2008.

Notary Public for MULTNOMAH COUNTY
[Signature] My commission expires: JAN 25, 2009



ACCEPTED FOR GRANTEE BY:

Neil McFarlane
Executive Director
Date: _____

APPROVED AS TO FORM: _____
TriMet Legal Date

BUILDING EYEBOLT AND SPAN WIRE ATTACHMENT EASEMENT

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Exhibit "A"

Property Description

**Lots 3 & 4, Block 175, CITY OF PORTLAND, in the City of Portland,
County of Multnomah and State of Oregon.**

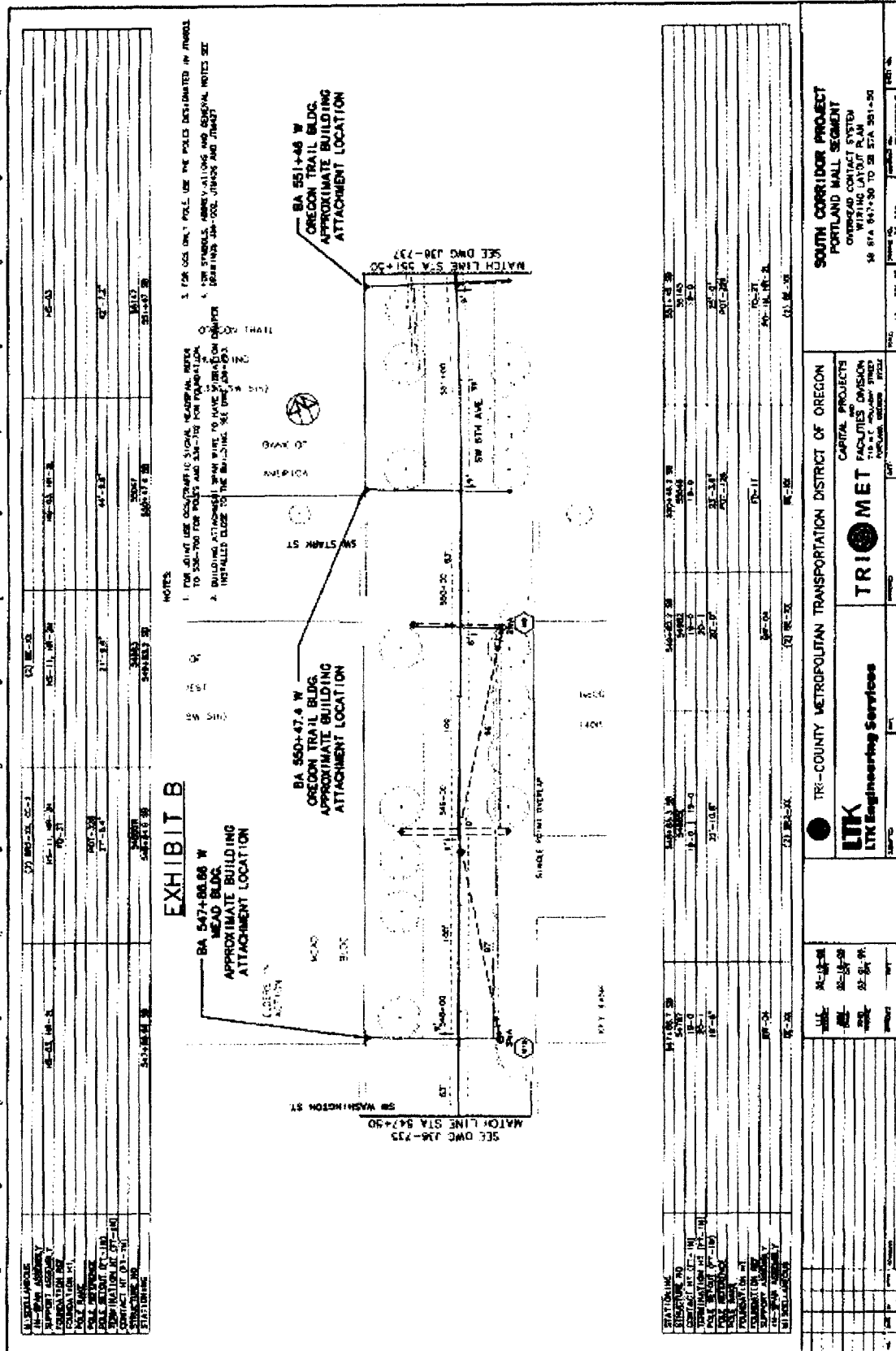
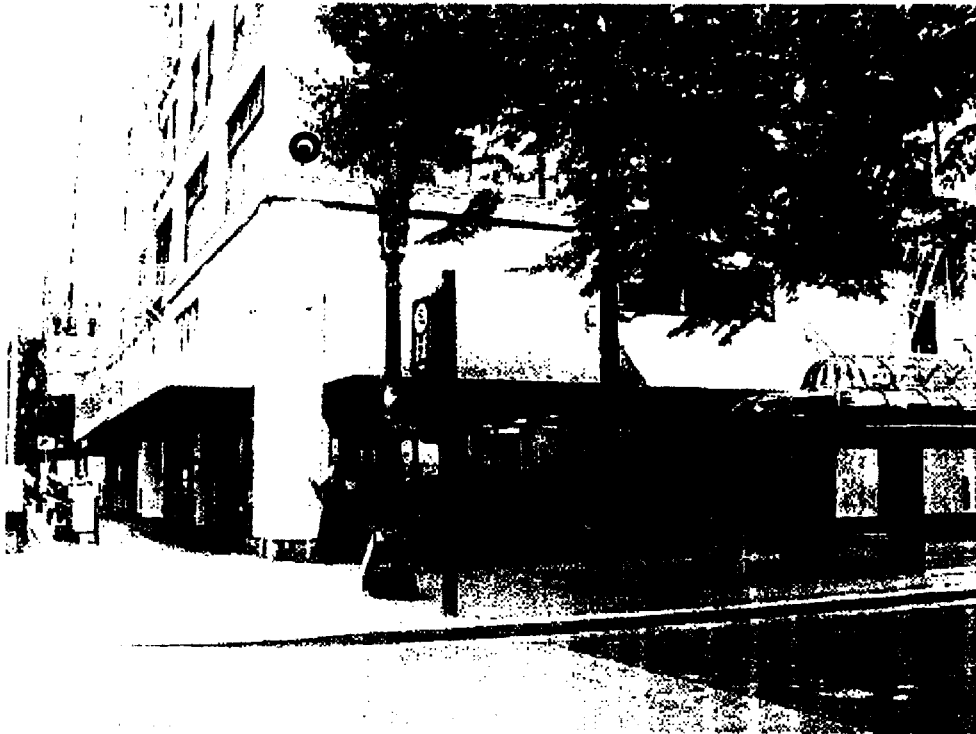


EXHIBIT "D"

Approximate Location



421 SW 5th Avenue
Mead Building
BA 547+86,66W
26'-0" Attachment Height (Above Sidewalk)
Near Washington St. Intersection
(West side of street)