

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 01-131

Granting Easement to City of Portland for Right-of-Way for Public Streets and Walkways

The Multnomah County Board of Commissioners Finds:

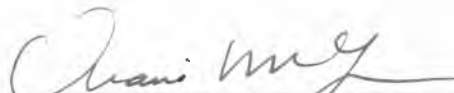
- a) That the City of Portland, Oregon requires that an easement be granted for public streets and walkways purposes in portions of land owned by Multnomah County for construction of the new Hillsdale Branch Library.
- b) That it is in the best interest of Multnomah County that the DEDICATION FOR RIGHT-OF-WAY PURPOSES before the Board in this matter is granted by Multnomah County to the City of Portland.

The Multnomah County Board of Commissioners Resolves:

- 1. That the DEDICATION FOR RIGHT-OF-WAY PURPOSES before the Board this day be approved and that the County Chair be, and she is hereby, authorized to execute the said DEDICATION on behalf of Multnomah County.

ADOPTED this 11th day of October, 2001.

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

DEDICATION FOR RIGHT-OF-WAY PURPOSES

KNOW ALL PERSONS BY THESE PRESENTS, that Multnomah County, a Political Subdivision of the State of Oregon (the "Grantor"), in consideration of the sum of one (\$1.00) and no/100 dollars, and other good and valuable consideration, to it paid by the City of Portland (the "City"), a municipal corporation of the State of Oregon, the receipt whereof is hereby acknowledged, hereby conveys unto the City, an easement for public street and right-of-way purposes in the real property situated in the City of Portland, County of Multnomah, and State of Oregon, as shown on Exhibit A attached hereto, and being more particularly described as follows (the "Easement Area"):

R/W #6099

A street right-of-way dedication over a portion of the southwest quarter of Section 16, T1S, R1E, W.M., described in that certain deed to Multnomah County recorded in Book 2319, Page 429 (recorded July 2, 1990) Deed Records of Multnomah county, Oregon, said portion being more particularly described as follows:

Beginning at a point on the northeast right-of-way line (30 feet from centerline) of SW Sunset Boulevard, said point being the south westerly corner of said Multnomah County tract which bears S 32°59'00" E, 265.00 feet from the northwest corner of Lot 1, Block 3, "Hillsdale Heights," and running thence N 32°39'00" W along said right-of-way line, 100.00 feet; thence 31.42 feet along the arc of a 20.00 foot radius curve to the right (the long chord of which bears N 12°21'00" E 28.28 feet) to a point on the southeasterly right-of-way line of SW Dewitt Street (25 feet from centerline); thence N 57°21'00" E, along said right-of-way line, 70.26 feet; thence 60.33 feet along the arc of a 227.33 foot radius curve to the right (the long chord of which bears N 64°57'05" E 60.16 feet); thence S 32°39'00" E 2.08 feet; thence 60.35 feet along the arc of a 225.33 foot nontangent curve to the left (long chord of which bears S 65°01'19" W 60.27 feet); thence S 57°21'00" W 72.26 feet; thence 23.56 feet along the arc of a 15.00 foot radius curve to the left (the long chord of which bears S 12°21'02" W 21.21 feet); thence S 32°39'00" E, 102.99 feet to a point on the south line of said Multnomah County Tract; thence S 57°21'00" W along said south line, 3.00 feet to the Point of Beginning.

1S1E 16CA

After Recording Return to:

106/800/Mark L. White

Tax Statement shall be sent to:

No Change

For basis of bearing and additional information see the survey by John M. Peterson dated March 26, 2001.

TO HAVE AND TO HOLD the same easement to the City for the uses and purposes aforesaid forever. Grantor does covenant with the City, that the subject property is free from all liens and encumbrances caused by the Grantor.

1. GRANTOR'S REPRESENTATIONS; HAZARDOUS SUBSTANCES.

The Grantor makes the following representations concerning the Easement Area:

1.1 Disclosure of Environmental Conditions

After reasonable inquiry and to the best of Grantor's knowledge, Grantor has disclosed all results of any report, investigation, survey, or assessment regarding environmental condition of the Easement Area.

1.2 Disclosure of Underground Storage Tanks

After reasonable inquiry and to the best of Grantor's knowledge, Grantor has disclosed whether there are underground storage tanks, as defined at ORS 466.706(20), on or under the Easement Area.

1.3 Defined Terms

For the purposes of the Easement, (a) "reasonable inquiry" shall mean inquiry of Grantor's managers with property management or environmental management responsibility of the Easement Area and review of Grantor's records and (b) "knowledge" shall mean the current actual knowledge of such managers.

2. ALLOCATION OF LIABILITY

It is understood and agreed that this conveyance is not intended to alter the liability of the parties for any release of hazardous substances as defined in any federal, state or local law onto or from the Easement Area

3. INDEMNIFICATION

3.1 Grantor's Indemnity to the City

To the extent allowed under Oregon Law, Grantor agrees to defend, indemnify, and hold harmless the City, its commissioners, officers, agents and employees from and against and to reimburse the City for all claims, liabilities, actions, damages, injuries, costs, loss, demands, actions, suits or expenses (including attorney fees and costs) incidental to the investigation and defense thereof, arising out of the acts or omissions of, or the use or occupancy of, the Easement Area by Grantor, its agents or employees, or resulting from the presence or release of hazardous substances onto or from the Easement Area prior to the Effective Date of the Easement. This indemnity shall not apply to the release of hazardous substances on to or from the Easement Area caused by the officers, agents or employees of the City or third parties not acting under the authority or control of Grantor.

4. EFFECTIVE DATE

The Easement shall be effective as of the date it is signed by all parties.

5. DURATION

The Easement shall remain in effect perpetually; however, it shall terminate automatically in the event that the City of Portland vacates the Easement Area, in which case the City shall execute a recordable document evidencing such termination.

6. MEDIATION

If any dispute should arise between Grantor and the City concerning this Easement or the parties' obligations or activities under the 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.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the date and year written below.

THE CITY OF PORTLAND

MULTNOMAH COUNTY

By: _____
Title: Commissioner of Public Safety

By:  _____
Diane M. Linn
Multnomah County Chair

APPROVED AS TO FORM

APPROVAL AS TO LEGAL SUFFICIENCY

By: _____
Title: Deputy City Attorney

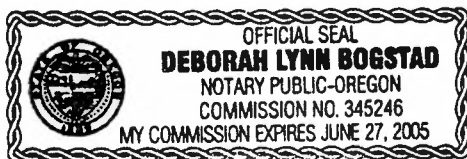
By:  _____
Counsel for Multnomah County

Date: _____

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 10.11.01
DEB BOGSTAD, BOARD CLERK

STATE OF OREGON)
)
County of Multnomah)

This instrument was acknowledged before me this 11th day of OCTOBER,
2001 by DAVE M. LYN as CHAIR of Multnomah County.



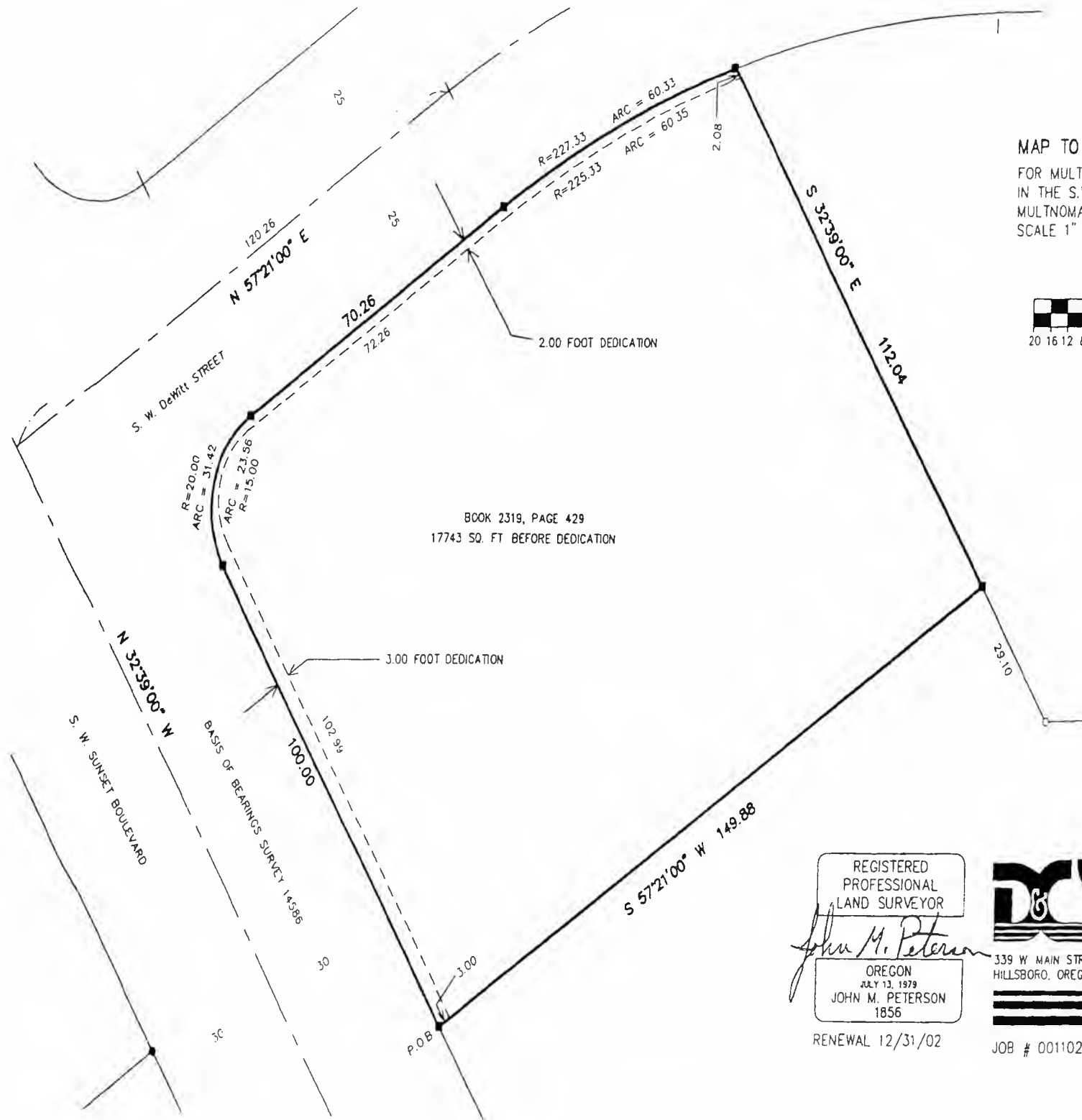
DEBORAH LYNN BOGSTAD
Notary Public for Oregon
My commission expires: 06.27.05

STATE OF OREGON)
)
County of Multnomah)

This instrument was acknowledged before me this _____ day of _____,
2001 by _____ as _____ of the City of Portland.

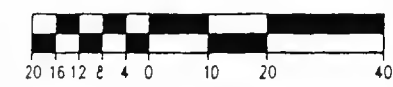
Notary Public for Oregon
My commission expires: _____

SEP 06 01 08:29a



BOOK 2319, PAGE 429
17743 SQ. FT BEFORE DEDICATION

MAP TO ACCOMPANY DESCRIPTION
FOR MULTNOMAH COUNTY
IN THE S.W. 1/4, SECTION 16, T1S, R1E, W.M.
MULTNOMAH COUNTY, OREGON
SCALE 1" = 20' SEPTEMBER 5, 2001



REGISTERED
PROFESSIONAL
LAND SURVEYOR
John M. Peterson
OREGON
JULY 13, 1979
JOHN M. PETERSON
1856

RENEWAL 12/31/02



DEVELOPMENT &
CONSTRUCTION
SERVICES, INC.

339 W MAIN STREET
HILLSBORO, OREGON 97123

(503) 648-4959

JOB # 0011023

P. 5