

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 05-210

Authorizing Grant of an Access Easement Under the New Sauvie Island Bridge to ESCO Corporation

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County has reached a proposed settlement with ESCO Corporation (ESCO) to acquire certain property interests necessary for the Sauvie Island Bridge Project as authorized by previous County Board Resolution Nos. 05-040 and 05-047 and as more particularly described in Exhibit B to those Resolutions.
- b. One condition of the proposed settlement is for ESCO to obtain a continuous twenty foot wide access easement across the County owned land underneath the existing bridge and the property to be acquired from ESCO for the new bridge.
- c. The County Engineer has reviewed the proposed easement grant to ESCO, as more particularly described in the attached Exhibit A and finds that the easement grant on the terms and conditions stated:
 - would not interfere with the County's control, operation and maintenance of the proposed new bridge;
 - serves the public's interest in facilitating the construction of the new bridge; and
 - is appropriate additional consideration for the property interests to be acquired from ESCO.
- d. The grant of the easement will be in the public's best interest and have little effect upon the use or value of the land upon which it will be located.

The Multnomah County Board of Commissioners Resolves:

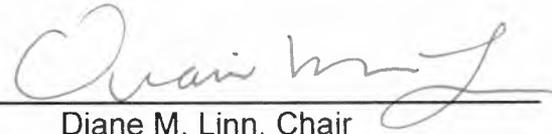
1. Upon ESCO's conveyance to the County of the property interests more particularly described in Exhibit B to Resolutions Nos. 05-040 and 05-047 as provided for in the stipulated settlement agreement between the parties, the

County approves the grant of an access easement to ESCO substantially in the form of Exhibit A to this Resolution.

2. Provided all terms and conditions are met as set forth herein, the County Chair is authorized to execute the Easement on behalf of Multnomah County.

ADOPTED this 15th day of December, 2005.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Diane M. Linn, Chair



REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By



Matthew O. Ryan, Assistant County Attorney

After recording, return to:
Patrick Hinds/Transportation Division Bldg. #455
N.E. 181st Avenue
Until a change is requested, all
tax statements shall be sent to:
Multnomah County Transportation Division
1600 S.E. 190th Avenue
Portland, Oregon 97233

EXHIBIT A

EASEMENT

Multnomah County, a political subdivision of the State of Oregon, ("GRANTOR"), grants to ESCO Corporation, an Oregon corporation ("GRANTEE"), a non-exclusive access easement over and across that certain real property as more particularly described in the attached **Exhibit A-1**, as Parcel 1 and Parcel 2.

The Easement is granted pursuant to the following terms and conditions:

1. The sole purpose of the Easement is to provide GRANTEE an access route over and across GRANTOR'S property at reasonable times to GRANTEE'S immediately adjacent properties to the north and the south of this Easement.
2. **Notwithstanding Paragraphs 3-9 of this Easement, during the construction phase of the new Sauvie Island Bridge, which shall be from December 15, 2005 though December 15, 2009, that any right of access to the easement area by GRANTEE, its employees, invitees, agents, contractors, and subcontractors must first be expressly approved in writing by Grantor. The requirement of Grantor's written approval for Grantee's access shall cease upon completion of construction, except as otherwise provided herein.**
3. GRANTEE shall obtain prior written approval from GRANTOR prior to permitting persons other than Grantee, its employees, invitees, agents or contractors to use the easement.
4. GRANTOR and/or its authorized representative(s) reserve the right to enter into and upon the easement area at any time.
5. Except as expressly authorized in writing by GRANTOR, GRANTEE its employees, invitees, agents, contractors, and subcontractors shall not:
 - a. Cut, destroy or remove, or permit to be cut, destroyed or removed any vegetation, except minor maintenance including vegetation trimming shall be allowed;
 - b. Remove any sand and gravel, or other mineral resources for commercial use or sale that occur in the easement area except as expressly authorized in writing by GRANTOR;
 - c. Interfere with or disrupt in any way GRANTOR'S use of the easement area and the abutting property for right-of-way or other lawful purposes.
6. GRANTEE shall conduct all its operations within the easement area in a manner that causes no harm to fish and wildlife habitat; protects water quality; and does not contribute to soil erosion, or the introduction or spread of noxious weeds or pests.
7. GRANTOR reserves the right to revoke this easement for noncompliance by GRANTEE with the conditions of this easement,

8. GRANTEE shall pay to GRANTOR the actual value, as reasonably determined by GRANTOR, for any unreasonable damage to GRANTOR-owned lands caused by GRANTEE'S activities in and around the easement area.

9. GRANTEE shall defend, hold harmless, and indemnify GRANTOR, its employees, agents and contractors, for, from, and against any and all claims, liabilities, losses, costs, and expenses, including but not limited to attorney fees, arising from GRANTEE or its agents, employees or contractors negligence in the easement area.

The true and actual consideration paid for this transfer stated in terms of dollars is \$0.00, and other value given, which is the whole consideration.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

DATED this ____ day of _____, 2005.

GRANTOR:

MULTNOMAH COUNTY, a political subdivision of the State of Oregon

By: _____

Name: _____

Title: _____

STATE OF OREGON)
) ss
County of Multnomah)

This instrument was acknowledged before me on _____, 2005, by Grantor herein.

Notary Public for Oregon
My commission expires: _____

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Matthew O. Ryan, Assistant County Attorney

EXHIBIT A-1

Parcel 1

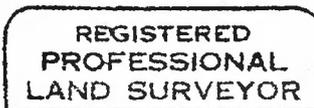
A 20 foot wide strip of land, lying parallel to and centered on the raised dike area and being situated wholly within the property described as "Parcel 1" of that certain deed recorded August 18, 1952, in Book 1553, Page 90, of the Multnomah County Deed Records. Said 20 foot wide strip is more particularly described as being 10 feet in width on both sides of the following described centerline of the aforementioned dike, which is more particularly described as follows:

Beginning at the point of intersection of the centerline of the existing dike and the southern boundary of said "Parcel 1", said point being approximately 60 feet southwesterly when measured at right angles to the westerly right of way line of N.W. Gillihan Road; thence northwesterly along the centerline of said existing dike, a distance of 80 feet more or less to the point of intersection of said existing dike centerline and the northern boundary of said "Parcel 1". The sidelines of this 20 foot wide strip are to be extended or shorted as necessary to intersect with the southern and northern boundaries of said Parcel 1.

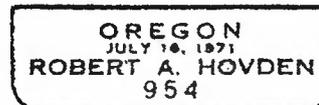
Parcel 2

A 20 foot wide strip of land being situated within that tract of land conveyed to Esco Corporation on July 7, 1995 in Document No. 95-79726, said 20 foot wide strip lies parallel to and centered on the raised dike area and is more particularly described as being 10 feet in width on both sides of the following described centerline of the aforementioned dike, which is more particularly described as follows:

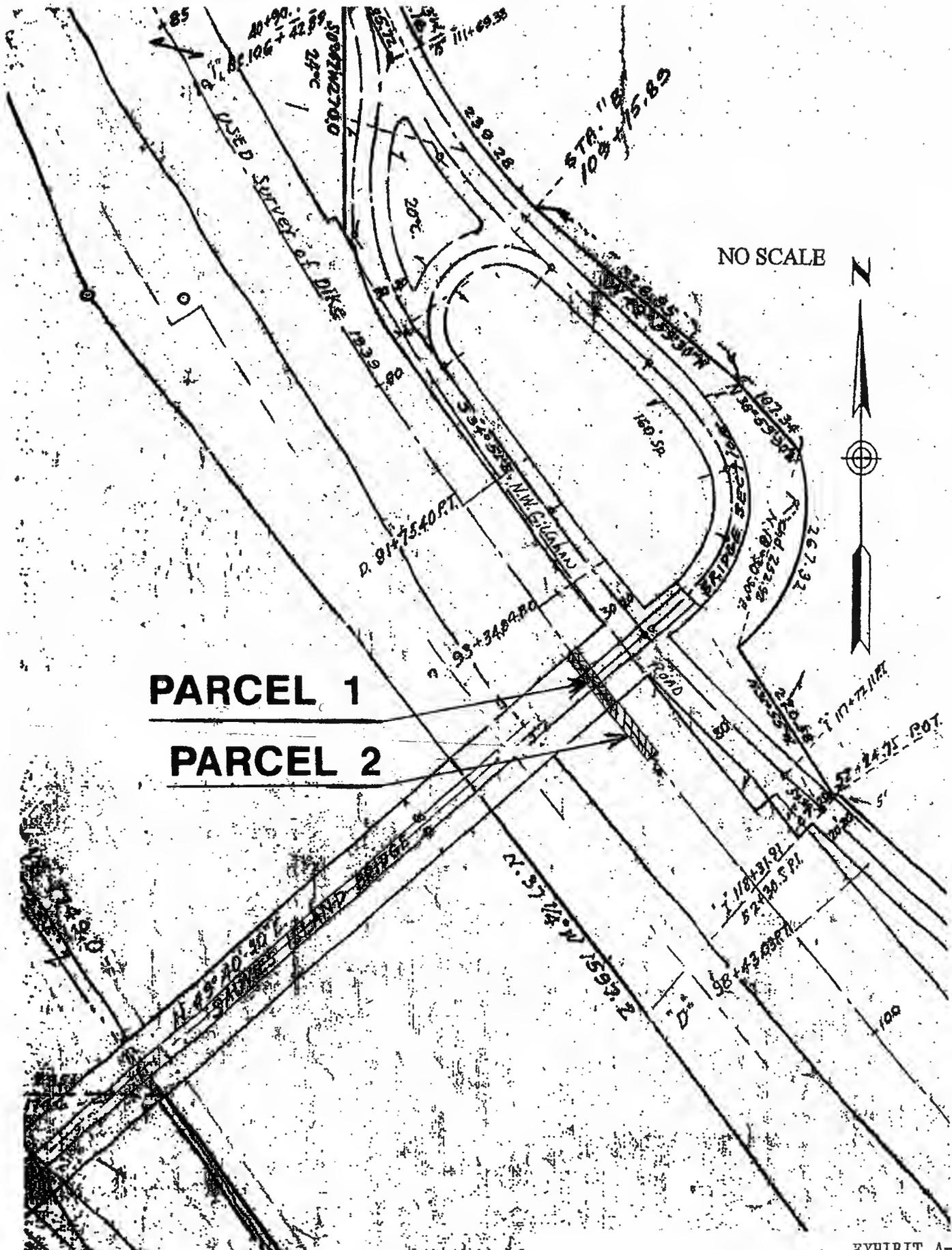
Beginning at the point of intersection of the centerline of the existing dike and the southern boundary of "Parcel 1" of that tract of land conveyed to Multnomah County on August 18, 1952 in Book 1553, Page 90, Multnomah County Deed Records, said point being approximately 60 feet southwesterly when measured at right angles to the westerly right of way line of N.W. Gillihan Road; thence southeasterly along the centerline of said existing dike, a distance of 75 feet. The sidelines of this 20 foot wide strip are to be extended or shorted as necessary to intersect with the southern boundary of said "Parcel 1".



Robert A. Hovden



RENEWS 7/01/2007



PARCEL 1

PARCEL 2

NO SCALE

