

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Conveyance of an)
Amended Communication System Easement)
on County Land at the Parking Lot of)
the Boat Ramp at 4325 N.E. Marine Drive)
O R D E R
91-2

It appearing that the American Telephone and Telegraph Company has constructed a fibreoptic cable upon the parking lot at the Boat Ramp pursuant to an Easement granted to it for such purpose on April 20, 1989 by Multnomah County; and

It appearing that the description of the property contained in said Easement was erroneous, resulting in a minor portion of the fibreoptic cable being outside the Easement; and

It being determined that the description of the property may be corrected by an amended Easement with little or no effect on the value or use of the Parking Lot and the Board being fully advised in the matter,

It is ORDERED that Multnomah County execute this Amended Communication System Easement before the Board this date and that the County Chair be and she is hereby authorized and directed to execute the same on behalf of Multnomah County.

Dated this 10th day of January, 19 91.

REVIEWED:

LAURENCE KRESSEL, COUNTY
COUNSEL FOR MULTNOMAH
COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By Rick Bauman
Rick Bauman, Vice-Chair

By John L. DeBay

When Recorded Return to:

AMERICAN TELEPHONE AND
TELEGRAPH COMPANY
c/o Right of Way Department
4430 Rosewood Drive, Suite 3688
Pleasanton, CA 94588

AMENDED
COMMUNICATIONS SYSTEM EASEMENT

Know all men by these presents, that Multnomah County, a political subdivision of the State of Oregon, in consideration of the sum of One dollar (\$1.00) and other good and valuable considerations, to it paid by American Telephone and Telegraph Company, a Corporation, does hereby grant unto said American Telephone and Telegraph Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents (herein collectively called "Grantees") a right-of-way and easement to construct, operate, maintain, replace and remove such communication systems as the Grantees may from time to time require, consisting of underground cables, light wave guides, wires, conduits, manholes, drains, splicing boxes and other facilities for similar uses, under and along the following described parcel:

A right-of-way 10 feet wide over and across that portion of the following described real property lying in the Gresham Millard Donation Land Claim situated in Section 1, Township 1, North, Range 1 East of Willamette Meridian, in the County of Multnomah, State of Oregon. The boundaries of said right-off-way lie 5 feet on each side of, and parallel with, the following described centerline:

- c) Grantee shall replace, and/or restore, as nearly as possible, to its original condition, any and all riprap disturbed during construction of easement.

The undersigned hereby covenant(s) not to do or permit anything to interfere with the rights herein granted to Grantees and without in any way limiting the generality of the foregoing, further covenant(s) not to erect or construct, or permit to be erected or constructed, any fence, building or any other structure or any kind within the limits of said easement; and not to grant other easements on, under, or over this easement without Grantees' prior written approval.

The Grantee shall have the rights of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted.

The Grantee agrees that the said cables shall be buried 42 inches or deeper and the manhole covers shall be flush with the existing asphalt in the parking lot, and to pay for and repair damage done, if any, to guard rails, fences and asphalt paving in the parking lot damaged in the course of the construction and maintenance activities associated with the aforesaid system. The undersigned shall have the right to use and enjoy the land occupied by the said right-of-way and easement excepting when such use shall interfere with the rights herein granted to the Grantees.

Beginning at the intersection of the centerline of N.E. Marine Drive (Road No. 1167), with the East line of the Sarah Wilson D.L.C.; thence South 73 degrees 57' East, 57.37 feet to a point; thence Easterly along a 1910.0 foot radius curve to the left 200.29 feet to a point; thence North 0 degrees 09' West, 30.49 feet to a point on the North right-of-way line of said N.E. Marine Drive; thence Easterly along said North right-of-way line of N.E. Marine Drive along a 1880.0 foot radius curve to the left from which point a radial line bears South 10 degrees 02'30" West, an arc distance of 4.93 feet to the TRUE POINT OF BEGINNING of said right-of-way; thence North 00 degrees 55'01" East, 223.08 feet to the center of a manhole cover at survey station 65+22.92; thence North 02 degree 38'52" West, 61.73 feet to survey station 64+61.19; thence North 00 degree 55'22" East, 21.19 feet, more or less to the ordinary high water mark of the Columbia River and the end point of the herein described right-of-way.

It is understood and agreed that no building shall be erected on or fill placed upon the above described parcel without prior written consent of the Grantee.

It is further understood that:

- a) Except in cases of emergency, no construction work will be done on weekends or holidays;
- b) Grantee will notify Grantor at least 5 days in advance of any work to be done at easement site;

The covenants, terms, conditions, and provisions herein shall extend to and be binding upon the administrators, personal representatives, successors, assigns, lessees, and agents of the parties hereto.

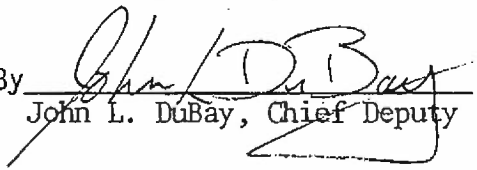
This easement corrects, supercedes and replaces that certain Grant of Communication Systems Easement between the parties dated April 20, 1989 and recorded in Book 2205, Page 1240, of the Official Records of Multnomah County.

IN WITNESS THEREOF, Multnomah County, a political subdivision of the State of Oregon, pursuant to the lawful authority given to the undersigned by its Board of Commissioners has caused these presents to be signed by its County Chair, this 10th day of January, A.D., 1991.

REVIEWED:

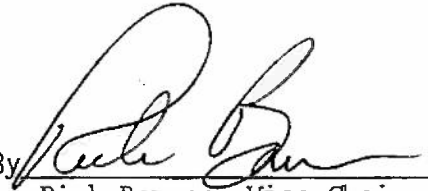

LAURENCE KRESSEL, COUNTY
COUNSEL FOR MULTNOMAH
COUNTY, OREGON

By


John L. DuBay, Chief Deputy

MULTNOMAH COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
OREGON

By


Rick Bauman, Vice-Chair

DEED APPROVED:

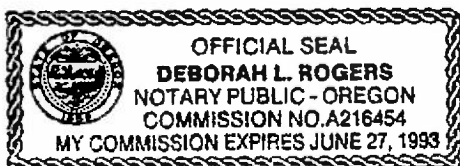
By



STATE OF OREGON)
) ss
County of Multnomah)

Personally appeared Rick Bauman, who being duly sworn did say that he is the Vice-Chair of the Multnomah County Board of Commissioners and that said instrument was signed on behalf of Multnomah County by authority of its Board of Commissioners; and he acknowledged said instrument to be his voluntary act and deed.

Before me this 10th day of January, 1991.



DEBORAH L. ROGERS
Notary Public for Oregon
My commission expires: 6/27/93