

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 01-108**

Approving Grant of Easement to City of Portland, Oregon on County Real Property at 102nd Avenue and East Burnside Street for Public Street and Right of Way Purposes

**The Multnomah County Board of Commissioners Finds:**

- a) The City of Portland, Oregon requires that an easement be granted for public street and walkway purposes in portions of land acquired by Multnomah County for construction of the Children's Receiving Center facilities.
- b) It is in the best interest of Multnomah County that the DEDICATION FOR RIGHT-OF-WAY PURPOSES before the Board in this matter be granted by Multnomah County to the City of Portland.

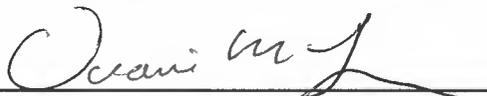
**The Multnomah County Board of Commissioners Resolves:**

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

ADOPTED this 9th day of August, 2001.

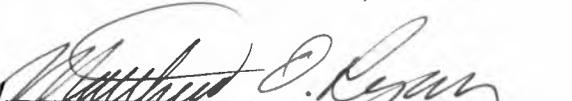


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
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, 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 #6069-1 (Strip along the south right-of-way line of NE Davis Street)

A portion of that tract of land conveyed to Multnomah County by deed recorded as Document No.2000-072608, Multnomah County Deed Records, more particularly described as follows:

The Northerly 6.10 feet of that portion of land lying South of the South right-of-way line of NE Davis St. and Easterly of a line parallel with the east right-of-way line of NE 102"d Avenue at a distance of 215.00 feet, measured parallel with the south right-of-way line of NE Davis St., from the centerline of NE 102"d Avenue. Containing 1046 square feet.

R/W #6069-2 (Strip between NE 102"d Avenue and NE 103rd Avenue)

The north 15.00 feet of that tract of land conveyed to Multnomah County by deed recorded as Document No.2000-072608, Multnomah County Deed Records, lying westerly of the most westerly right-of-way line of NE 103rd Avenue. Containing 2571 square feet.

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1N2E 33, 34

After Recording Return to:

106/800/ Brad Gabriel

Tax Statement shall be sent to:

No Change

R/W #6069-3 (Strip along the west right-of-way line of NE 102nd Avenue North of Kilworth Acres)

A portion of that tract of land described by deed recorded on November 24, 1965, in Book 457, Page 164, Multnomah County Deed Records and a portion of NE Davis Street inured to said tract, more particularly described as follows:

Beginning at a point at the intersection of the east right-of-way line of 102nd Avenue (80 feet wide) and the north line of that portion of Davis Street inured to that tract of land described by deed recorded on November 24, 1965, in Book 457, Page 164, Multnomah County Deed Records; thence S88°34'33"E along said north line a distance of 8.00 feet; thence S2°58'38"W parallel with the east right-of-way line of NE 102nd Ave., a distance of 177.29 feet, to the north line of Lot 1, Kilworth Acres; thence N88°27' 49"W along the north line of said Lot 1, a distance of 8.00 feet to the east right-of-way line of NE 102nd Ave.; thence N2°58'38"E along said east right-of-way line a distance of 177.27 feet to the Point of Beginning. Said tract of land containing 1416 square feet.

R/W #6069-4 (Strip along the east right-of-way line of NE 102nd Avenue along Kilworth Acres)

A tract of land being portions of Lots 1, 2 and 3, Kilworth Acres, more particularly described as follows:

The west 28.00 feet of Lots 1, 2 and 3, Kilworth Acres, in the County of Multnomah, State of Oregon. Excepting those portions in the public rights-of-way. Said tract of land containing 1824 square feet.

R/W #6069-5 (Strip along the north right-of-way line of E. Burnside Street)

A tract of land in that portion of East Burnside Street inured to Lots 3, 4 and 5, Kilworth Acres, in the southwest one-quarter of Section 34, Township 1 North, Range 2 East, of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon. Said tract being referenced to the engineer's centerline of East Burnside Street. Said centerline is described as follows:

Beginning at engineer's centerline station 99+00, said station being 1362.60 feet north and 1567.63 feet west of the southeast corner of Section 33, Township 1 North, Range 2 East of the Willamette Meridian; thence on a tangent which bears South 88°00'20" East, 1636.47 feet; thence on a tangent which bears South 87°59'10" East, 5260.61 feet; thence on a tangent which bears South 88°01'30" East, 2660.41 feet; thence on a tangent which bears South 87°54'20" East, 3628.19 feet to engineer's centerline station 230+85.63.

Said tract of land to be dedicated is described as that portion of those tracts inured to Lots 3, 4 and 5, Kilworth Acres, lying south of the following described line:

Beginning at point on the northerly right-of-way line of East Burnside Street which is left, 65.00 feet from said engineer's centerline station 115+90.94; thence running easterly to a point that is left, 65.00 feet from said engineer's centerline station 117+41.41; thence easterly to a point on the southerly extension of the east line of Lot 5, Kilworth Acres,

that is left, 60.00 feet from said engineer's centerline station 119+53.62. Excepting those portions in the public rights-of-way. Said tract containing 1271 square feet.

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:   
Title: Multnomah County Chair

APPROVED AS TO FORM

REVIEWED

By: \_\_\_\_\_  
Title: Deputy City Attorney

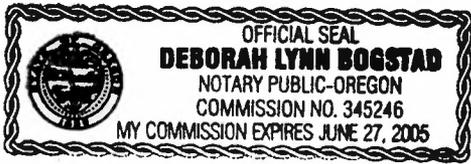
By:   
Title: Assistant County Attorney

Date: \_\_\_\_\_

Date: August 3, 2001

STATE OF OREGON )  
 )  
County of Multnomah )

This instrument was acknowledged before me this 9th day of August, 2001, by Diane M. Linn as Chair of the Multnomah County Board of Commissioners.



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 August, 2001, by \_\_\_\_\_ as \_\_\_\_\_ of the City of Portland.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_