

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 2011-020

Approving a Deed for Right of Way Purposes and Temporary Construction Easement to the City of Portland

The Multnomah County Board of Commissioners Finds:

- a. The City of Portland Bureau of Transportation ("City") is implementing the St. Johns Pedestrian and Freight Improvement Project, including work widening the street at the intersection of North Ivanhoe and North St. Louis Streets. The City's project area includes the perimeter of the patient parking lot for the North Portland Health Clinic at 9000 North Lombard Street owned and operated by Multnomah County ("County").
- b. The City has requested that a perpetual easement be granted for public street and right of way purposes in a portion of real property owned by the County for construction of these public improvements at this location.
- c. The area of this proposed perpetual easement is approximately 477 square feet and is more particularly described in the attached Exhibit 1. The grant of this perpetual easement is done through the execution by the County of an instrument titled a "Deed For Right Of Way Purposes", the form of which is attached included as part of Exhibit 1.
- d. The City has also requested a Temporary Construction Easement ("TCE") at this same location to do the Project. The area of the TCE is approximately 138 square feet and is more particularly described in Exhibit 1. The form of the TCE Instrument is also included as a part of Exhibit 1.
- e. Multnomah County Facilities and Property Management Division staff have worked cooperatively with the City's Bureau of Transportation to negotiate a construction and restoration plan to minimize disruption to vital clinic operations. These negotiations resulted in the City to undertake the reconstruction of the County facility's perimeter brick and metal surrounding fence, which work is done under the "City Obligations Agreement" (which is Exhibit C to the TCE) as part of the consideration for the property rights acquired. The form of the City Obligations Agreement is also included as a part of Exhibit 1.
- f. The public interest is best served by the County's execution of the Deed For Right-Of-Way Purposes and the TCE substantially in conformance with the terms and conditions as set forth in the attached Exhibit 1.

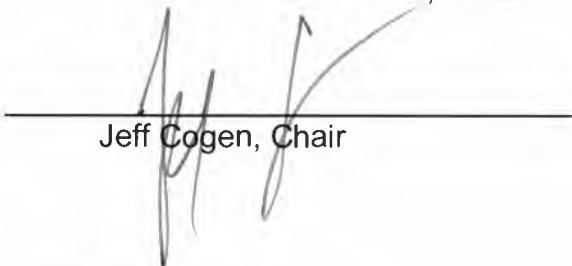
The Multnomah County Board of Commissioners Resolves:

1. The Deed For Right of Way Purposes of the certain real property as more particularly described in Exhibit 1 is approved.
2. The Chair is authorized to execute on behalf of the County a Deed For Right Of Way Purposes in substantial conformance with the form attached as part of Exhibit 1.
3. The Temporary Construction Easement for the area adjacent to the right of way along North Ivanhoe and North St. Louis Streets is approved.
4. The Chair is authorized to execute on behalf of the County a Temporary Construction Easement in substantial conformance with the form attached as part of Exhibit 1.
5. The Chair is authorized to execute on behalf of the County the City Obligations Agreement identified as Exhibit C to the Temporary Construction Easement in substantial conformance with the form attached as part of Exhibit 1 to this Resolution.
6. The County Chair is authorized to execute amendments to the Temporary Construction Easement and City Obligations Agreement without further Board action.
7. The County staff is authorized to deliver the fully executed Deed For Right Of Way Purposes and the Temporary Construction Easement to the City upon the payment of the requisite consideration the County is due for these grants.

ADOPTED this 3rd day of March, 2011.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Jeff Cogen, Chair

REVIEWED: HENRY H. LAZENBY, JR., COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY: Mindy Harris, Interim Director, Dept. of County Management

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that **Multnomah County, a political subdivision of the State of Oregon**, (Grantor) in consideration of the sum of Six Thousand Eight Hundred Dollars and no/00 Dollars (\$6,800.00) and other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon (Grantee), does hereby grant unto said City of Portland a temporary easement for the purpose of supporting construction activities associated with the St. Johns Pedestrian and Freight Improvement Project, through, under, over and along the following described parcel:

As described on Exhibit "A" and depicted on Exhibit "B" attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD and agreed that:

- A. This easement is temporary and granted for a term of twelve (12) months commencing no earlier than May 1st, 2011 and terminating no later than April 30th, 2012.
- B. Grantee agrees to provide Grantor with at least thirty (30) days notice prior to commencing construction work under this easement. Grantee agrees to limit period of construction work to three (3) continuous months.
- C. Grantee agrees that it will make best efforts to minimize construction impacts.
- D. Grantee will restore the easement area to a condition that is as good as or better than the condition existing prior to the original construction.
- E. Grantor reserves all other rights not conveyed herein, but will not exercise said rights in any manner that would be inconsistent or interfere with or materially affect rights herein granted.
- F. This easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee.
- G. Grantor represents and warrants that it has the authority to grant this easement.

R/W # 7159-02

After Recording Return to:

SID 1N1W01CD-10200

106/800/Martin Maloney

Tax Statement shall be sent to:

No Change

- H. This easement is granted pursuant to the exercise of the eminent domain power and authority of Grantee, with the consideration paid by Grantee accepted as just compensation for the property or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of said property or property rights.
- I. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, City shall indemnify, defend, and hold harmless Grantor from any loss, claim, liability and costs arising out of the acts of City, its officers, employees, and agents in the performance of this Easement Agreement.
- J. Additional Consideration for the grant of this Easement is the performance of the work on Grantors Property as provided in the attached "City of Portland Obligations Agreement" identified as Exhibit C and hereby incorporated by this reference.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the MARCH 10, 2011 by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

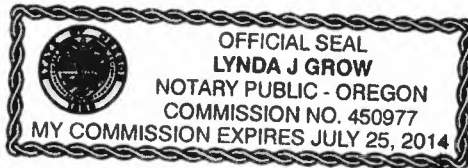
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

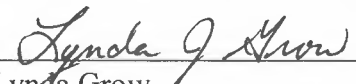


Jeff Cogen, Chair

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this MARCH 10, 2011, by Jeff Cogen, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

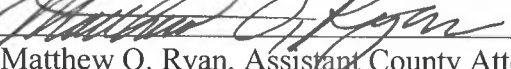




Lynda Grow
Notary Public for Oregon
My Commission expires: July 25, 2014

REVIEWED:

HENRY H. LAZENBY JR., COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

Matthew O. Ryan, Assistant County Attorney

APPROVED AS TO FORM:

City Attorney

Approved:

Director or designee

EXHIBIT "A"

Property Description

Page 1 of 1

Property Description

Report Created: 11/29/2010
Time: 10:47am

Project: Easements & Acquisitions

Description:

File Name: S:_II_Design\37613 - St Johns MTIP\Inroads\Inroads Project Files\Easements & Acquisitions.alg

Last Revised: near 11/29/2010 10:46:38 AM

**Input Grid
Factor:** 1.00000000

Note: All units in this report are in feet unless specified otherwise.

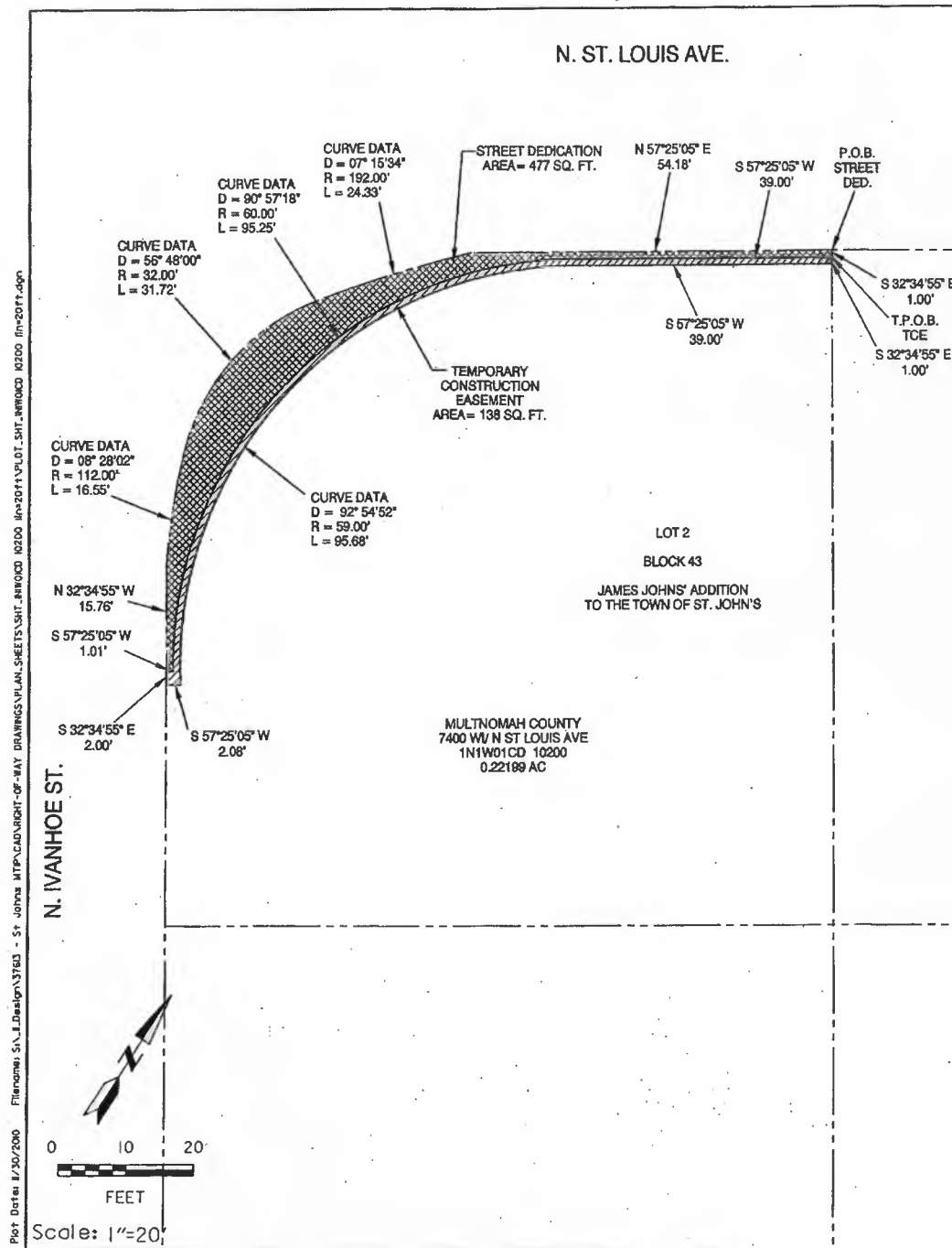
Alignment Name: 4TCE-Rev Ivahoe-St Louis

Alignment Description: 1N1W01CD 10200 Temporary Construction Easement

Beginning at a point thence S 57°25'05" W a distance of 2.08 feet thence N 32°34'55" W a distance of 2.00 feet thence N 57°25'05" E a distance of 1.01 feet thence along an arc 95.25 feet to the right, having a radius of 60.00 feet, the chord of which is N 11°56'26" E for a distance of 85.56 feet, thence N 57°25'05" E a distance of 39.00 feet thence S 32°34'55" E a distance of 1.00 feet thence S 57°25'05" W a distance of 39.00 feet thence along an arc 95.68 feet to the left, having a radius of 59.00 feet, the chord of which is S 10°57'39" W for a distance of 85.53 feet and the POINT OF BEGINNING.

The above described parcel contains ± 0.0 acres (137.5 sq. ft.)

EXHIBIT "B"



CITY OF PORTLAND
BUREAU OF TRANSPORTATION

SAM ADAMS
STEVE TOWNSEN, P.E.

MAYOR
CITY ENGINEER

State I.D.

1N1W01CD 10200

EXHIBIT C TO TEMPORARY CONSTRUCTION AGREEMENT

CITY OF PORTLAND OBLIGATIONS AGREEMENT

File 7159-02
No.:

Date: February 2, 2011

1. PARTIES: The Parties to this Agreement are the City of Portland (City) and Multnomah County (County).

2. As part of the St. Johns Pedestrian and Freight Improvement Project (Project), the City will construct or cause to be constructed to a condition that is as good or better than what existed before the Project, that portion of the ornamental fence on the County's property located at JAMES JOHNS ADDITION, BLOCK 43 that will be demolished for the Project. The City will replace the newly constructed and or reestablished ornamental fence back onto the County's remainder property line, reconnecting it to the existing fencing. The City will additionally paint, pressure wash, and otherwise treat using commercial best efforts to renovate the existing fence that is not demolished along its entire length from the N. Saint Louis Avenue property line to the building edge on N. New York Avenue. Renovation will match the newly constructed fence including masonry pillars and metal hardware and grating. All work will be completed within the term provided at Section A of the Temporary Construction Easement.

3. If any of the construction activities under the terms of this agreement are outside of the right of way, Multnomah County hereby grants the City, its employees or contractors, permission to enter upon their remaining property for the purpose of performing any of said construction work.

4. It is understood and agreed by the Parties that City's performance of this Agreement is a portion of the consideration for the property rights acquired from the Grantor as evidenced by the signed Deed for Right of Way Purposes (Deed) and the Temporary Construction Easement (Easement) between the County and City. This Agreement shall not be effective or binding until Grantor receives notice from the City accepting the Deed and Easement.

5. Any construction lying outside of the traveled portion and shoulders but within the right of way which is made for the use and benefit of the remaining property, either under the terms of this agreement or the construction plans, shall be completed in conformance with customary engineering construction practices in a good workman like manner and hereafter shall be maintained or reconstructed by the property owner.

6. INDEMNIFICATION, Subject to the conditions and limitations of the Oregon

Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, City shall indemnify, defend and hold harmless the County, its officers, employees, agents from and against all liability, loss and costs arising out of or resulting from the acts of City of Portland, its officers, employees, contractors and agents in the performance of this agreement, including but not limited to environmental contamination, by the release, discharge or exacerbation of "hazardous or toxic materials" on site. City shall confirm in writing to the County that City's contractor has agreed to defend, indemnify and hold harmless the County, its officers, employees and agents upon the same terms and conditions as this permit imposes on the City under this Section 6 of this Agreement, excepting there from any limitation invoked on behalf of the City under the Oregon Tort Claims Act, under ORS 30.260 through 30.300.

7. INSURANCE. Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage. Notwithstanding this provision, City shall require its contractor to name the County, its officers, employees and agents as additional insureds under the contractor's commercial general liability insurance for all work or associated work, being authorized under this Agreement.

8. ADHERENCE TO LAW. Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement including but not limited to any public contracting laws and regulations with respect to the construction of public improvements.

9. NON-DISCRIMINATION. Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

10. ACCESS TO RECORDS. Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

IT IS SO AGREED:

FOR THE CITY OF PORTLAND:

FOR MULTNOMAH COUNTY:

Rich Newlands, Project Manager Date

Jeff Cogen, Chair Date

Dan Layden, Project Management Supervisor Date

REVIEWED

By 
MULTNOMAH COUNTY ATTORNEY