

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. 99-23

Authorizing Grant of a Telecommunications Easement to US West Communications Inc., a Colorado Corporation

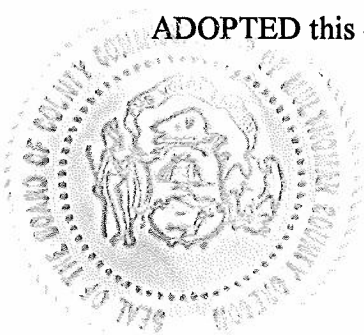
**The Multnomah County Board of Commissioners Finds:**

- a. U.S. West Communications has requested a 100 square foot easement for telecommunications facilities on County owned real property presently used for the Capitol Hill Library and more particularly described below, in order to serve present and future fiber optics and telecommunication needs in the region.
- b. The legal description of the proposed easement is as follows:  
**The West ten (10) feet of the South ten (10) feet of Lot 3 INDEPENDENCE HOME TRACTS in Section 30, Township 1 South, Range 1 East of Willamette Meridian, in the City of Portland, Multnomah County, Oregon.**
- c. The grant of the easement will be in the public's interest and have little or no effect upon the use or value of the land upon which it would be located.
- d. The land underlying the requested easement is not of size or configuration to permit other development construction of the surface and thus has no value greater than \$4,000.00 offered by US West Communications for the Telecommunications Easement.

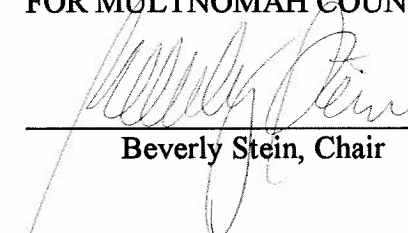
**The Multnomah County Board of Commissioners Orders:**

1. Multnomah County approves the attached Telecommunications Easement with US West Communications, identified as Exhibit A, upon the terms and conditions herein stated.
2. The Chair is hereby directed to execute the attached Easement on behalf of Multnomah County, upon receipt of \$4,000.00 from US West Communications by the County.

ADOPTED this 4th day of March, 1999.

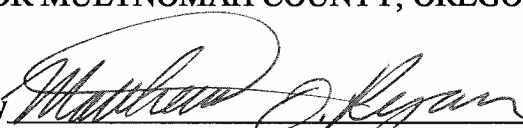


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Counsel

## EASEMENT AGREEMENT

The undersigned Grantor(s) for and in consideration of **FOUR THOUSAND-----DOLLARS (\$4,000.00)** and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto US WEST Communications Inc., a Colorado corporation, hereinafter referred to as "Grantee" whose address is 700 W. Mineral, Littleton Colorado, 80120, its successors, assigns, lessees, licensees and agents a perpetual easement\* to construct, reconstruct, modify, change, add to, operate, maintain and remove such telecommunication facilities, and appurtenances, from time to time, as Grantee may require upon, over, under and across the following described land situated in the County of Multnomah, State of Oregon, which the Grantor owns or in which the Grantor has any interest. To wit:

**The West ten (10) feet of the South ten (10) feet of Lot 3 INDEPENDENCE HOME TRACTS in Section 30, Township 1 South, Range 1 East of Willamette Meridian, in the City of Portland, Multnomah County, Oregon.**

**SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.**

Grantor further conveys to Grantee the following incidental rights:

The right of ingress and egress over and across the lands of Grantor to and from the above described property and the right to clear and keep cleared all trees and other obstructions as may be necessary for the Grantee's use and enjoyment of the easement area.

Grantee shall indemnify and defend Grantor from all claims, suits, costs or other liability resulting from Grantee's negligent exercise of the rights and privileges herein granted. Further, Grantee shall defend and indemnify Grantor From all claims, suits, costs or other liability related to any use, spill, migration or release of any hazardous substance in connection with Grantee's activities in the easement area or the surrounding area. For purposes of this Easement Agreement the term "Hazardous Substance" shall mean any toxic, caustic, flammable, combustible, explosive, corrosive, radioactive, carcinogenic, hazardous waste or related materials regulated under any applicable federal, state or local statute, law or ordinance. Grantee shall have no responsibility for pre-existing environmental contamination or liabilities.

Grantor reserves the right to occupy, use and cultivate said easement for all purposes not inconsistent with the rights herein granted, including as a paved or unpaved parking area, low ground cover landscaping or for pedestrian ingress and egress.

Grantor hereby covenants that no excavation, building, structure or obstruction will be constructed, erected, built or permitted on said easement area and no change will be made by grading or otherwise to the surface of the easement area absent the written consent of U.S. West Communications, provided such consent shall not be unreasonably withheld.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

\*In the event that the property is not used as described herein for a period of two years, the Easement shall become null and void.

RECORDING INFORMATION ABOVE

Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the country where the property is located.

Dated 4th day of March 19 99

Grantor

Multnomah County  
(Official name of company or corporation)

Grantor

By Beverly Stein  
Its Beverly Stein, Chair

Grantor

Attest \_\_\_\_\_  
Secretary of Corporation

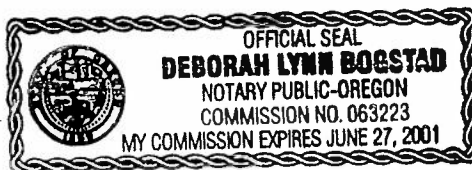
Grantor

(Corporate Acknowledgment)

STATE OF OREGON }  
COUNTY OF MULTNOMAH } ss

This instrument was acknowledged before  
me on March 4 19 99, by  
Beverly Stein  
as Multnomah County Chair of  
Multnomah County Board of Commissioners

(SEAL)



Deborah Lynn Boegstad  
Notary Public  
My commission expires: 6/27/01

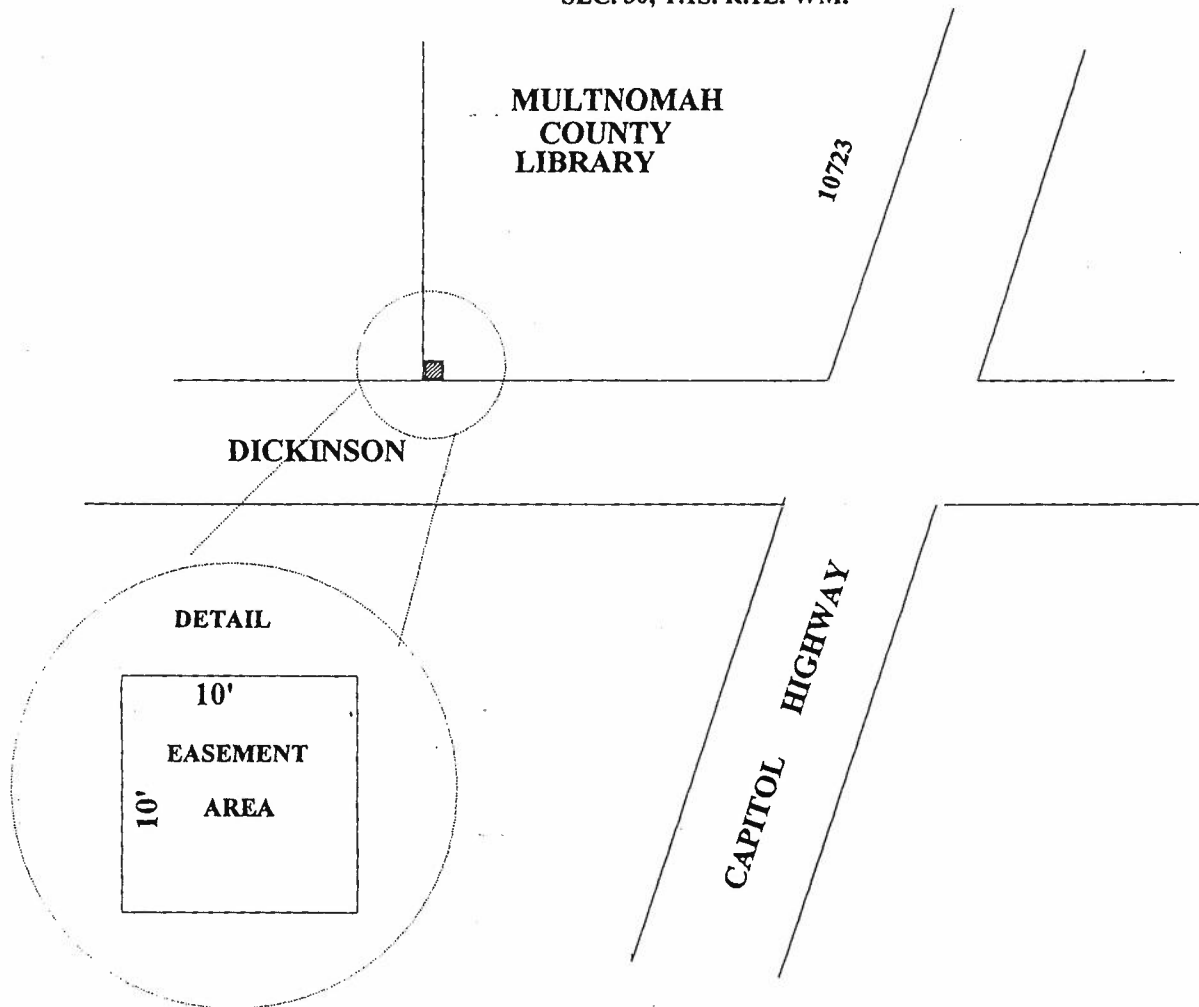
R/W # \_\_\_\_\_ Job # 72RE951  
Exchange Portland-Capito County Multnomah  
1/4 Section \_\_\_\_\_ Section 30 Township 1S Range 1E

REVIEWED:  
THOMAS SPONSER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY  
BY Matthew C. Rogers  
ASSISTANT COUNTY COUNSEL  
DATE Feb 24, 1999

# EXHIBIT A

USW JOB# 72RE951

LOTS 2 & 3 INDEPENDENCE HOME TR  
SEC. 30, T.1S. R.1E. WM.



NOT TO SCALE