

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Conveyance of a)
Permanent Easement on County Land to)
Northwest Pipeline Corporation)

O R D E R 90-179

It appearing that in 1960, Multnomah County granted a 20 foot easement on Edgefield land to El Paso Natural Gas Company, now succeeded by Northwest Pipeline Corporation, for the purpose of installing and maintaining an underground natural gas transmission line; and

It appearing that the said easement agreement had an expiration date of April 14, 1985; and

It appearing that Northwest Pipeline Corporation has requested a permanent easement on the same alignment and of the same width as was granted in 1960; and

It appearing that said corporation will pay Multnomah County \$9,289.00 for said permanent easement; and

It appearing that the conveyance of said easement will have little or no effect in the future use or value of the land; and

The Board being fully advised in the matter, it is

ORDERED, that Multnomah County execute the permanent easement before the Board this date, and that the County Chair be and is hereby authorized and directed to execute the same on behalf of Multnomah County.

DATED this 25th day of October, 19 90.

REVIEWED:

LAURENCE KRESSEL
County Counsel
for Multnomah County, Oregon

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


GLADYS McCOY/Chair

By


JOHN DuBAY/Asst. County Counsel

8181V

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, hereinafter referred to as GRANTOR, for and in consideration of the sum of \$9,289.00 and other considerations, to the Grantor in hand paid by NORTHWEST PIPELINE CORPORATION, P. O. Box 58900, Salt Lake City, Utah 84158-0900, hereinafter referred to as GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, an exclusive right-of-way and easement to locate, survey a route, construct, entrench, maintain, protect, inspect and operate a pipeline with appurtenances including, but not limited to, valves, metering equipment, electrical cable, cathodic equipment, roads and communication cable (said pipeline, appurtenances, valves, metering equipment, cathodic equipment, communication cable and road being hereinafter sometimes collectively call the "facilities") over, under and through the hereinafter described land, approximately along the line designated by survey heretofore made or hereafter to be made by Grantee, through and over the said land on a right-of-way 20 feet in width, being 10 feet on the east side and 10 feet on the west side of the centerline of the first pipeline constructed hereunder, situated in Multnomah County, state of Oregon, as described below:

| <u>SUBDIVISION</u> | <u>SECTION</u> | <u>TOWNSHIP</u> | <u>RANGE</u> | <u>B & M</u> |
|--------------------|----------------|-----------------|--------------|------------------|
| W 1/2 | 26 | 1 North | 3 East | Willamette |
| NW 1/4 | 35 | 1 North | 3 East | Willamette |

More particularly described in EXHIBIT "A", attached hereto and herein incorporated by reference.

This right-of-way and easement shall carry with it the right of ingress and egress to and from, and access on and along said right-of-way, with the right to use existing roads for the purpose of constructing, inspecting, repairing, protecting and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline with either like or different size pipe. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate, protect and maintain the facilities over the right-of-way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, its heirs, legal representatives and successors in title.

Grantee shall compensate the Grantor for all actual damages to Grantor's growing crops, pasture, fences, livestock and other real or personal property improvements caused by the construction, maintenance, repair, replacement or removal of the pipeline and appurtenant facilities. Grantee shall compensate the Grantor for all damages to Grantor's timber caused by the initial construction of the facilities; thereafter, Grantee shall have the right to cut and keep clear, without payment of damages, all trees, brush and other obstructions that may, in the Grantee's opinion, endanger, hinder or conflict with the construction, operation, inspection, protection, maintenance and use of said pipeline and appurtenant facilities.

Grantee further agrees that within a reasonable time following the completion of construction, Grantee shall restore said right-of-way to a condition equal to or better than that which existed prior to construction to the extent practicable. Restoration shall include, where necessary, final grading, re-seeding and installation of erosion control structures.

Grantor reserves the right to use and enjoy said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder, or disturb its facilities, and no reservoir, excavation, change in surface grade, obstruction or structure shall be constructed, created or maintained on, over, along or within said right-of-way without Grantee's prior written consent. Grantee shall, during initial construction in cultivated lands, bury said pipeline below ordinary cultivation depth.

Grantor retains the right to lay out, establish, relocate, construct, reconstruct and/or maintain a public street or highway on any or all parts of said easement. If Grantor should elect to do so, Grantee shall be required to adjust or modify its facilities at no cost to Grantor. Said adjustment(s) and/or modifications(s) shall be limited to vertical change within the existing 20 foot wide easement. Should Grantor convey any or all of the heretofore described lands, said portion or portions conveyed in their entirety with respect to Grantee's right-of-way and easement shall become exempt from any and all relocation and/or alteration requirements, unless aid lands or portions thereof are conveyed or re-conveyed to a public entity.

For the same consideration, Grantor grants to the Grantee the right to construct, maintain and operate on said right-of-way, an additional pipeline or pipelines and appurtenances thereto, and in the event Grantee exercises this right, Grantee shall pay Grantor the sum of \$2.00 per lineal rod for each additional pipeline constructed, as well as for actual damages caused by Grantee to Grantor's growing crops, pasture, fences, livestock and other personal or real property improvements; and Grantee shall, in such case, have the same rights with respect to such additional facilities as are hereby granted with respect to the original facilities to be constructed.

Grantor represents and warrants that he is the owner in fee simple of the said described land. Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land, and thereupon be subrogated to such lien and rights incident thereto.

It is hereby understood that the parties securing this grant in behalf of the Grantee are without authority to make any convenient or agreement not herein expressed.

DATED this 25th day of October, 1990.



REVIEWED:

LAURENCE KRESSEL
County Counsel
for Multnomah County, Oregon

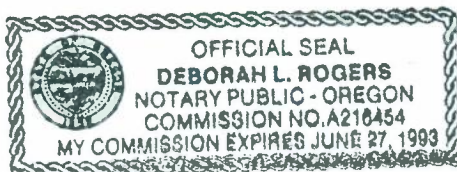
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


GLADYS McCOY/Chair

By 
JOHN L. DuBAY/Asst County Counsel

STATE OF OREGON, County of Multnomah

SIGNED BEFORE ME October 25, 1990, personally appeared
Gretchen Kafoury who, being duly sworn, stated that she is
the ^{Vice-}Chair of the Board of County Commissioners of Multnomah County, Oregon, and
that this instrument was voluntarily signed in behalf of said county by authority
of its Board of County Commissioners. Before me:





Notary Public for said State

My Commission expires June 27, 1993