

EASEMENT AGREEMENT
MARINE DRIVE SUPPLY MAIN

THIS AGREEMENT is made and entered into by and between the CITY OF PORTLAND, a municipal corporation within the STATE OF OREGON, acting by and through its designated City Officials, hereinafter referred to as "City"; and PORTLAND YACHT CLUB, a non-profit corporation within the State of Oregon, acting by and through its designated Board of Directors, hereinafter referred to as "Yacht Club".

W I T N E S S E T H

RECITALS

1. Columbia Edgewater Country Club, 2137 N.E. Marine Drive, Portland, Oregon 97211, has petitioned the City's Bureau of Water Works to install a new water service for their proposed clubhouse.
2. The City has designated a 12-inch water main in N.E. Marine Drive from N.E. Bridgeton Road East to the clubhouse. Marine Drive is a levee under control of Peninsula Drainage District No. 2, and U.S. Army Corps of Engineers, who have restricted the City from paralleling the levee West to East from N.E. Bridgeton Road to N.E. 13th Avenue. This restriction has forced the City to install the water main outside the right-of-way of Marine Drive.
3. The most feasible alignment for installation of the water main between Bridgeton Road and 13th Avenue is across Yacht Club's property on the North side of Marine Drive.
4. Therefore, the City has requested from Yacht Club a permanent easement to construct, and perpetually maintain the water main.

THE PARTIES AGREE

In consideration of Yacht Club conveying to the City without cost the permanent easement described in the attached Exhibit "A", the City agrees as follows:

- a. The City will construct within this easement the proposed 12-inch water main which will front N.E. Marine Drive for a length of 920 feet more or less.

- b. The City will allow Yacht Club a 6-inch fire protection service connection to the water main. Yacht Club will pay installation costs of the service, and the required monthly service charge thereafter. No System Development Charge is required, as per City Ordinance No. 149665.
- c. Columbia Edgewater Country Club will be credited \$3,067.00 revenue allowance toward the cost of its portion of the water main, as per City Municipal Code Section 21.08.030.
- d. The City Municipal Code Section 21.12.010 requires Yacht Club to pay a "pro rata share of the cost of the main" which is 50% of the per foot cost for the 920 foot frontage on N.E. Marine Drive. Columbia Edgewater Country Club has chosen to waive that requirement. Therefore, the City will not require Yacht Club to pay their "pro rata share" to the City, nor will the City be required to refund an equal amount to Columbia Edgewater.

The City has acted in this matter pursuant to Ordinance No. _____, adopted by its City Council on the _____ day of _____, 1981.

Executed this _____ day of _____, 1981.

APPROVED AS TO FORM

City Attorney

CITY OF PORTLAND, by and through its designated City officials

By _____
Auditor

By _____
Commissioner-in-charge

PORTLAND YACHT CLUB, by and through its designated Board of Directors

By *[Signature]*
President

Kathleen C. Dutton
My commission expires 6/21/82

KNOW ALL MEN BY THESE PRESENTS, That PORTLAND YACHT CLUB, 1241 N.E. Marine Drive, Portland, Oregon 97211, a corporation duly organized and incorporated under the laws of the State of Oregon in consideration of the sum of - - - - - no charge - - - - - Dollars and other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon, does hereby grant unto said City of Portland, the right to lay down, construct and perpetually maintain a water main, service vault, (other) _____

AT LOCATION DESCRIBED BELOW: A PERMANENT EASEMENT

A portion of that tract of land in Tax Lot 8, Section 2, T1N, R1E, W.M., Multnomah County, Oregon, conveyed to Portland Yacht Club as described and recorded in Book 1126, Page 152, Deed of Records of said Multnomah County, particularly described as follows, to wit: A ten-foot wide easement, whose centerline is more particularly described as follows:

Beginning at Engineers Centerline Station 48+17.93 Northeast Marine Drive (County Road No. 1489-B), said point being North 02°11' West, 385.60 feet from the West 1/4 corner of said Section 2; thence South 64°46' East, 102.12 feet along the centerline of said Marine Drive; thence Southeasterly along the arc of a 716.3-foot radius curve left, through a central angle of 52°49' a distance of 660.21 feet to Engineers Centerline Station 40+55.60 B.C., thence North 62°25' East, 724.53 feet to Engineers Centerline Station 33+31.07 E.C.; thence Northeasterly along the arc of a 716.3-foot radius curve right, through a central angle of 17°51'10" a distance of 223.19 feet to Engineers Centerline Station 31+07.88; thence North 08°04'41" East a distance of 57.50 feet to a point on the North right-of-way line of Northeast Bridgeton Road (County Road No. 907-45); said point being North 83°10'38" West, 21.63 feet from the point of intersection of the two tangents to a 716.3-foot radius curve having a central angle of 41°26'30", with points of tangency at said Marine Drive Engineers Centerline Stations 33+31.07 E.C. and 28+13.05 B.C.; said point also being the true point of beginning.

Beginning at said described true point of beginning of said easement; thence North 08°04'41" East a distance of 17.94 feet; thence South 81°53'30" East a distance of 219.47 feet; thence Southeasterly along the arc of a 757.3-foot radius curve right, through a central angle of 05°45' a distance of 76.00 feet; thence South 76°08'30" East a distance of 340.05 feet; thence South 31°08'30" East a distance of 15.56 feet to a point on the North right-of-way line of said Marine Drive; said point being North 13°51'30" East, 30.0 feet from Engineers Centerline Station 24+62.0; said point also being the true point of ending of said described easement.

Said permanent easement containing 6590.18 square feet, more or less.

APPROVAL AS TO DESCRIPTION:

[Handwritten signature]
L.S. 1690

Map No. 1-N-12, dated January 6, 1981, is herewith attached and made a part of this description.

It is understood and agreed that no structure shall be erected upon said easement right of way without the written consent of the Chief Engineer of the Bureau of Water Works.

THIS INSTRUMENT does not grant or convey to the City of Portland any right or title to the surface of the soil along the route of said water facility (s) except for the purpose of laying down, inspecting, restoring and replacing the same.

IN WITNESS WHEREOF, Portland Yacht Club, pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by its Gordon Ralph, President and Bernus M. Bills, Secretary, and its corporate seal to be hereunto affixed this 4th day of March A.D. 19 81.



[Handwritten signature] President
[Handwritten signature] Secretary

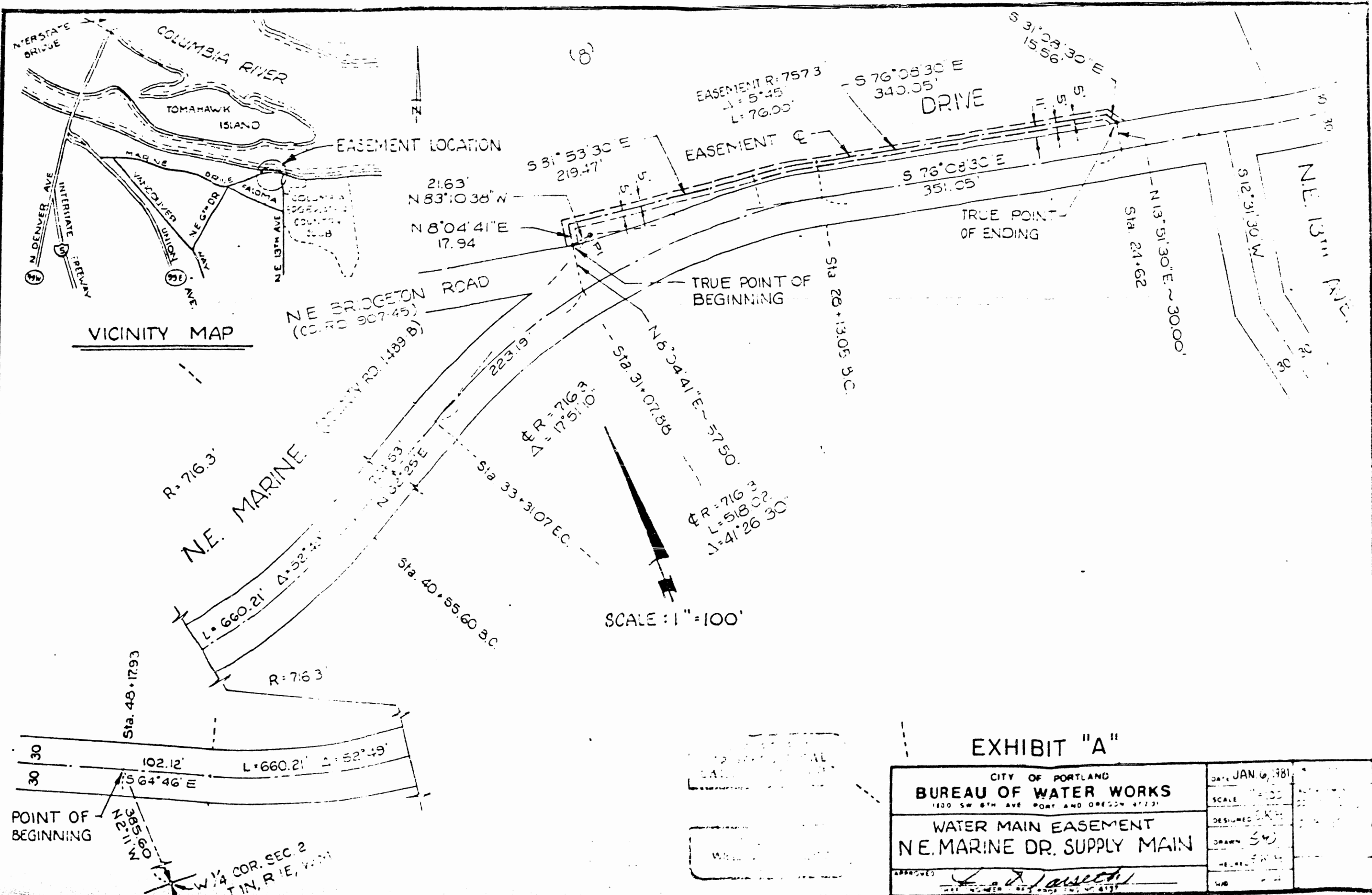


EXHIBIT "A"

CITY OF PORTLAND BUREAU OF WATER WORKS <small>1100 SW 5TH AVE. PORTLAND, OREGON 97201</small>		DATE JAN 6, 1981
WATER MAIN EASEMENT NE MARINE DR. SUPPLY MAIN		SCALE 1"=100'
DESIGNED: [Signature]		DRAWN: [Signature]
APPROVED: [Signature]		CHECKED: [Signature]

ORDINANCE No. 151348

An Ordinance authorizing the acceptance of an Easement Agreement for a permanent easement, from Portland Yacht Club, for a water supply line across its property at 1241 N.E. Marine Drive, and declaring an emergency.

The City of Portland ordains

Section 1. The Council finds:

1. The Bureau of Water Works requires an easement for a proposed water supply line lying within Tax Lot 3, Section 2, T1N, R1E, W.M., Multnomah County, Oregon as described in the easement form attached hereto, and marked Exhibit "A".
2. The owner of the land, Portland Yacht Club, has agreed to grant the City, the easement on 6,690.18 square feet of land.
3. In consideration for this easement, the Bureau of Water Works will allow Portland Yacht Club a 6-inch fire protection service connection to the water main, and credit the revenue allowance for this service to the main petitioner, Columbia Edgewater Country Club. In return, the City Code requirement that Portland Yacht Club pay their "pro rata share" of the cost of the main, has been waived by Columbia Edgewater Country Club.

NOW, THEREFORE, The Council directs:

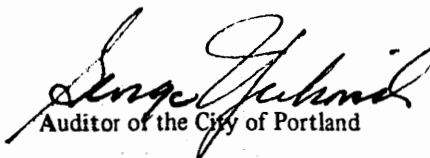
- a. An Easement Agreement be executed accepting an easement for a water supply line from Portland Yacht Club, as described in Exhibit "A" attached to the original. As noted in Exhibit "A", Portland Yacht Club has agreed to grant said easement to the City of Portland.

Section 2. The Council further directs that an emergency exists because any delay in executing this Easement Agreement may result in additional expense to the City, and will unnecessarily deprive the Bureau of Water Works of the benefit of the completion of easement at an early date; therefore, this Ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council. APR 1 1981

Mayor Ivancie
 March 25, 1981
 S.K. Hanna:ct
 BUC NO. 18600374
 Project 3400

Attest:


 Auditor of the City of Portland

Calendar No. 1044

ORDINANCE No. 151348

Title

An Ordinance authorizing the acceptance of an Easement Agreement for a permanent easement, from Portland Yacht Club, for a water supply line across its property at 1241 N.E. Marine Drive, and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Jordan	1	
Lindberg	1	
Schwab	1	
Ivancie	1	

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

INTRODUCED BY
MAYOR IVANCIE

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration <i>FJ</i> <i>AK</i>
Safety
Utilities
Works

BUREAU APPROVAL
Bureau:
Prepared By: WATER WORKS Date: <i>S.K. Hanna:ct</i> 3/25/81
Budget Impact Review:
<input type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: <i>Carl Goebel</i> Carl Goebel, Administrator

CALENDAR	
Consent	Regular X

NOTED BY
City Attorney
City Auditor
City Engineer

Filed MAR 27 1981

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By *George Yerkovich*
Deputy