

SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that FAIRMOUNT FINANCIAL INVESTMENT GROUP, INC., a corporation duly organized and incorporated under the laws of the State of Oregon, Grantor, in consideration of the sum of Thirty Eight Thousand Seven Hundred (\$38,700) and no/100 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, operate, and perpetually maintain a sewer or sewers, manhole or manholes through, under, over and along the following described parcel:

R/W #5451 - 21

PARCEL 1 – Permanent Sewer Easement

A portion of that tract of land situated in the northeast one-quarter of Section 18, T1N, R2E, W.M., in the City of Portland, County of Multnomah, and State of Oregon, said portion more particularly described as follows:

Beginning at a point on the east line of said tract described in Document No. 94-129198 (Parcel I), recorded August 26, 1994 in Multnomah County Deed Records, said point being the southwest corner of that tract described in Document No. 95-113288, recorded September 18, 1995 in said Deed Records; thence N75°15'53"W, 10.27 feet; thence S1°39'49"W, 486.90 feet to a point on the south line of Parcel VI of said tract described in Document No. 94-129198; thence N88°20'26"W, along said southerly line, 15.00 feet; thence N1°39'49"E, 505.78 feet; thence S75°15'53"E, 25.66 feet to a point on said east line; thence S1°39'49"W, along said east line, 15.40 feet to the Point of Beginning.

PARCEL 2 – Temporary Construction Easement

A portion of that tract of land situated in the northeast one-quarter of Section 18, T1N, R2E, W.M., in the City of Portland, County of Multnomah, and State of Oregon, said portion more particularly described as follows:

A strip of land 15.00 feet wide lying northerly and westerly of, parallel with, and adjacent to the above described permanent sewer easement.

1N2E18A 1400	After Recording Return to: _____
	106/800/Linda Birth _____
	Tax Statement shall be sent to: _____
	No Change _____

IT IS UNDERSTOOD and agreed that the temporary construction easement for original construction shall last for 6 months after January 1, 2004 and before July 1, 2006.

IT IS UNDERSTOOD and agreed that the temporary construction easement for warranty work shall remain in place from July 1, 2006 to July 1, 2008; however, use of the warranty construction easement shall not exceed a total of 60 days. The City will provide the owner with 14 days notice for any non-emergency warranty work.

IT IS UNDERSTOOD and agreed that all sewer easements dedicated to the public are exclusive easements, except that said easements are subject to existing easements of record. No other utilities, facilities, or easements are to be located within the boundaries of public sewer easements without prior written consent of the Director of the Bureau of Environmental Services.

IT IS UNDERSTOOD and agreed that public sewer easements include the right of access for construction, inspection, maintenance, or other sewerage system activities.

IT IS UNDERSTOOD and agreed that no building construction, material storage, grade change, or tree planting shall be permitted within public sewer easements, without the prior written consent of the Director of the Bureau of Environmental Services. Landscaping which by its nature is shallow rooted and may be easily removed to permit access to the sewer lines, shall not require consent.

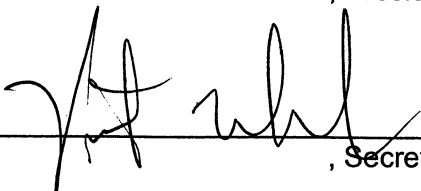
GRANTOR AGREES that the consideration recited herein is just compensation for the property or property rights conveyed, including any and all damages to Grantor's remaining property, if any, which may result from the acquisition or use of said property or property rights. However, the consideration does not include damages resulting from any use or activity by the City, its officers, agents and employees beyond or outside of those uses expressed herein, if any, or damages arising from any negligence.

IN WITNESS WHEREOF, Fairmount Financial Investment Group, Inc., an Oregon corporation, pursuant to the lawful authority given to the undersigned by its Board of Directors has caused these presents to be signed by its _____ President and _____ Secretary, this 22nd day of December, 2004.

FAIRMOUNT FINANCIAL INVESTMENT GROUP, INC.,
an Oregon corporation

By: 

, President

By: 

, Secretary

STATE OF OREGON

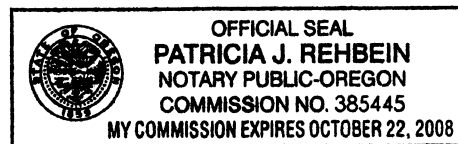
County of Multnomah

This instrument was acknowledged before me on December 22, 2004, by Steve Gorman and Victor Koble (names) as _____ President and _____ Secretary of Fairmount Financial Investment Group, Inc., an Oregon corporation.

Patricia J. Rehbein
Notary Public for Oregon
My Commission expires 10-22-08

Approved as to form:

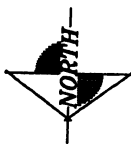
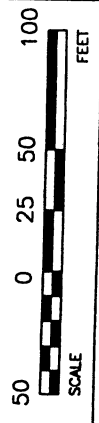
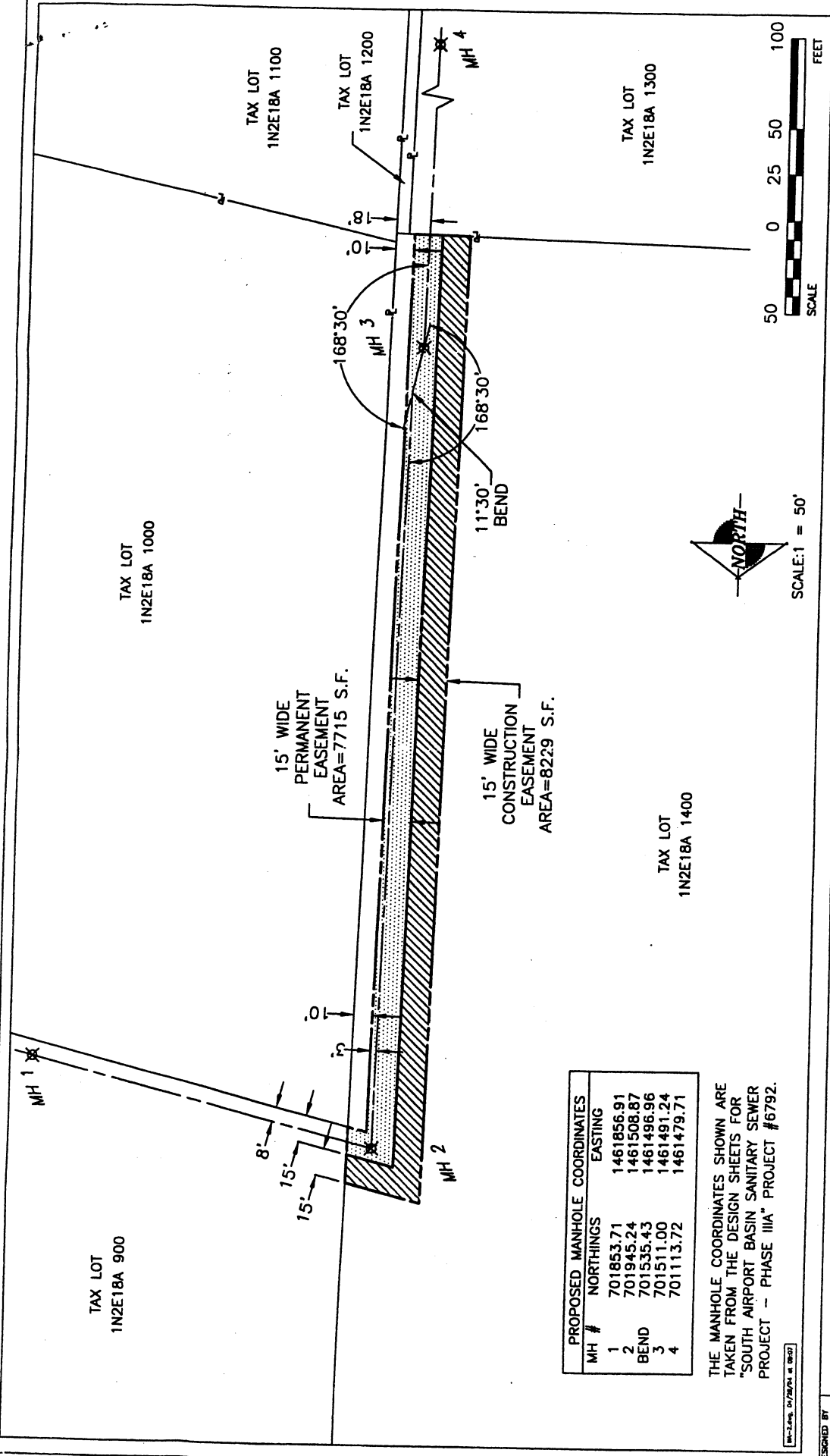
Pete Kastney
City Attorney



Approved:

Director, Bureau of Environmental Services

\\5451\21-Sewer.Corp.Doc



SCALE: 1" = 50'

MH #	NORTHINGS	EASTING
1	701853.71	1461856.91
2	701945.24	1461508.87
BEND	701535.43	1461496.96
3	701511.00	1461491.24
4	701113.72	1461479.71

THE MANHOLE COORDINATES SHOWN ARE TAKEN FROM THE DESIGN SHEETS FOR "SOUTH AIRPORT BASIN SANITARY SEWER PROJECT - PHASE IIIA" PROJECT #6792.

IN-2-APP. 07/20/01 W 0037

DESIGNED BY
SMS
DRAWN BY
JAT
CHECKED BY
SMS
DATE APRR



SOUTH AIRPORT BASIN
SANITARY TRUNK SEWER
PHASE IIIA-EASEMENT PLAT
TAX LOT 1N2E18A 1400

1/4 SECTION
2336
JOB NO.
7271
SHEET NO.
IIIA-2

TEMPORARY ACCESS EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that FAIRMOUNT FINANCIAL INVESTMENT GROUP, INC., a corporation duly organized and incorporated under the laws of the State of Oregon, Grantor, in consideration of the sum of One Thousand (\$1,000) and no/100 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, a Temporary Access Easement for the purposes of ingress and egress through, over and across the following described parcel:

R/W #5451 – 21a

A parcel of land in the northeast one-quarter of Section 18, T1N, R2E, W.M., in the City of Portland, County of Multnomah, and State of Oregon, said parcel described in Document No. 94-129198, recorded August 26, 1994 in Multnomah County Deed Records, said temporary access easement more particularly shown on Exhibit "A", attached hereto.

IT IS UNDERSTOOD and agreed that the temporary access easement for original construction shall last for 6 months after January 1, 2004 and before July 1, 2006.

IT IS UNDERSTOOD and agreed that the temporary access easement for warranty work shall remain in place from July 1, 2006 to July 1, 2008; however, use of the warranty access easement shall not exceed a total of 60 days. The City will provide the owner with 14 days notice for any non-emergency warranty work.

IT IS UNDERSTOOD and agreed that the temporary access easement will terminate upon completion of the warranty period for the South Airport Sanitary Trunk Sewer Project.

GRANTOR AGREES that the consideration recited herein is just compensation for the rights conveyed, including any and all damages to Grantor's property, if any, which may result from the acquisition of said property rights. However, the consideration does not include damages resulting from any use or activity by the City, its officers, agents and employees beyond or outside of those uses expressed herein, if any, or damages arising from any negligence.

1N2E18A 1400

After Recording Return to: _____

106/800/Linda Birth _____

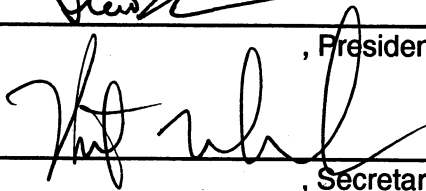
Tax Statement shall be sent to: _____

_____ No Change _____

IN WITNESS WHEREOF, Fairmount Financial Investment Group, Inc., an Oregon corporation, pursuant to the lawful authority given to the undersigned by its Board of Directors has caused these presents to be signed by its _____ President and _____ Secretary, this 22nd day of December, 2004.

FAIRMOUNT FINANCIAL INVESTMENT GROUP, INC.,
an Oregon corporation


By: 
_____, President

By: 
_____, Secretary


STATE OF OREGON

County of Multnomah

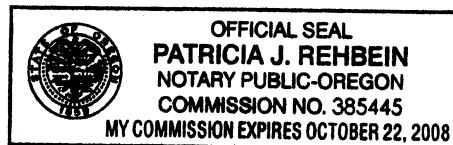
This instrument was acknowledged before me on December 22, 2004, by Steve Neuman and Victor Venables (names) as _____ President and _____ Secretary of Fairmount Financial Investment Group, Inc., an Oregon corporation.


Notary Public for Oregon
My Commission expires 10-22-08

Approved as to form:

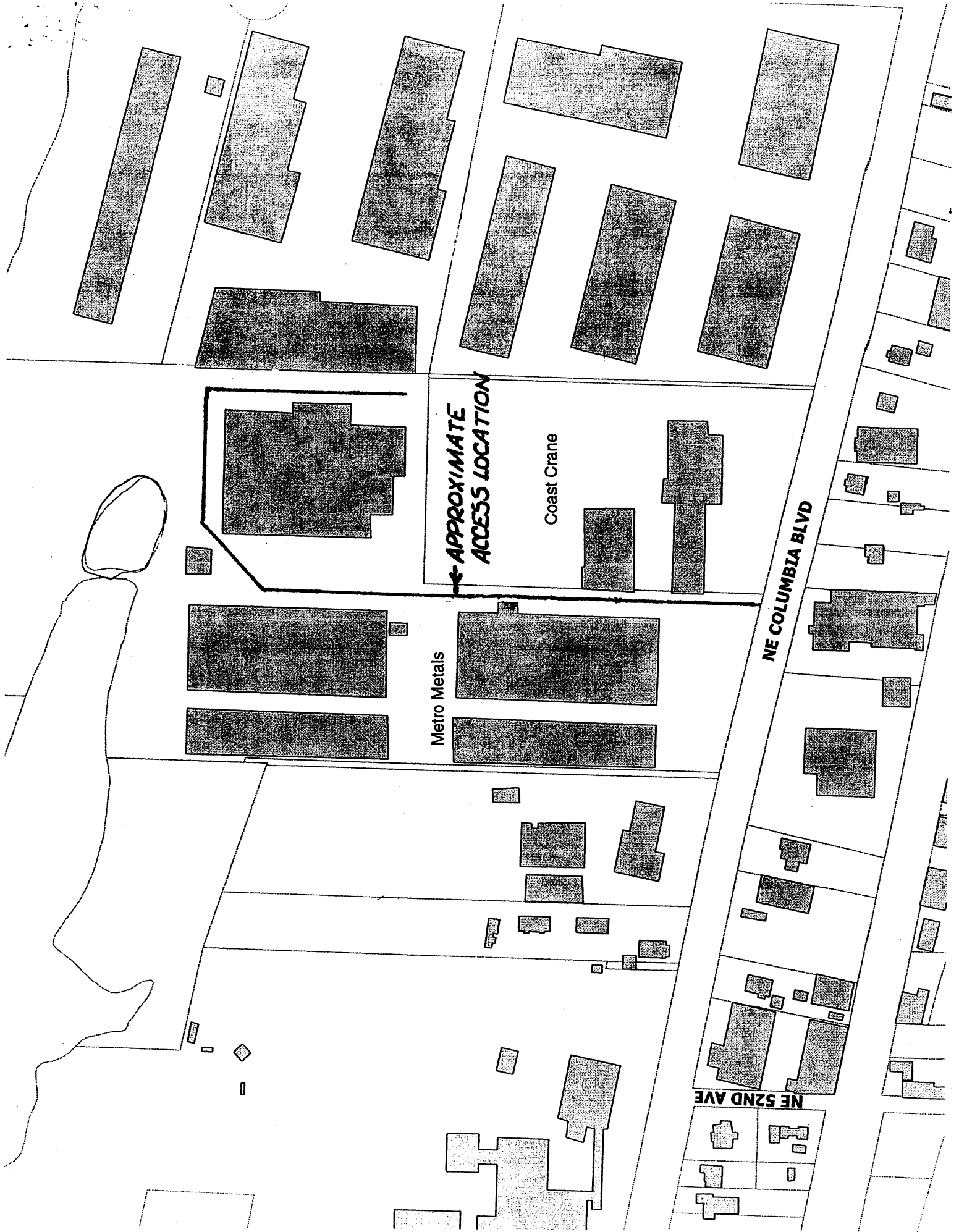


City Attorney



Approved:

Director, Bureau of Environmental Services



← APPROXIMATE ACCESS LOCATION

Coast Crane

Metro Metals

NE COLUMBIA BLVD

NE 52ND AVE

LETTER OF AGREEMENT

This Agreement is entered into this 22nd day of December, 2004, by Fairmount Financial Investment Group, Inc. ("Owner") and the City of Portland, acting by and through its Bureau of Environmental Services ("City").

RECITALS

- A. The Owner owns property at 5611 NE Columbia Boulevard in Portland, Oregon (the "Property").
- B. The Owner leases the Property to Metro Metals Northwest Inc. ("Metro Metals").
- C. The City requires temporary and permanent easements across a portion of Owner's property to lay down, construct, operate and maintain sewers and manholes (the "Easements").
- D. The City's construction work in the Easements will affect some operations at the site, and in particular, will require Metro Metals to relocate storage trailers from the Easements to another site during the construction period.
- E. The Owner and the City have negotiated an agreement regarding acquisition of the Easements and related matters in lieu of condemnation.

NOW, THEREFORE, Owner and the City agree as follows:

1. The City will pay Owner the total sum of \$39,700, which shall be full compensation for the following:

The permanent sewer easement, temporary construction easement and the temporary access easement requested by the City and in the form of the attached Exhibits A and B.

The Owner will sign these Easements within 10 days after both parties sign this Agreement. Payment for the Easements shall be made within 60 days after the Owner signs the Easements.

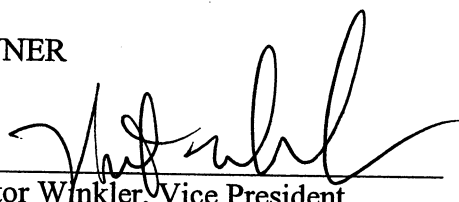
2. In addition, the City will, at City expense:
 - 2.1 Pay Metro Metals \$165 per day for every day that the City is engaged in construction activities on the Property. This per day payment is consideration for impacts of construction on Metro Metals' operations, including, but not limited to:
 - (1) off-Property storage for trailers located along the east boundary of the Property;
 - (2) costs of moving the trailers from the Property prior to construction and returning them to the property after construction is complete; and
 - (3) costs of transporting the off-Property trailers to and from the Property. For purposes of this section,

restoration work that does not limit Metro Metals' storage of trailers along the east boundary of the Property is not a "construction activity." The per day payment shall be paid as a lump sum within 60 days after completion of construction activities.

- 2.2 Restore any landscaping, paving and curbs on the Property disturbed by construction activities.
 - 2.3 During the original construction of the sewer, limit construction hours on the Property to 5 p.m. to 5 a.m. Mondays through Fridays and on weekends from 1 p.m. Saturday to 5 a.m. Monday.
 - 2.4 Maintain one open lane of travel approximately 47 feet in width between the Metro Metals building and the construction work during construction hours.
 - 2.5 Limit materials storage and disturbed areas to within 11 feet of the existing curb line along the eastern edge of the Property during non-construction hours.
 - 2.6 Abide by reasonable security protocols currently used by Metro Metals and replace or repair any fencing affected by construction at the end of each day of construction.
 - 2.7 Maintain or cause to be maintained at all times during the construction of the sewer improvements through its "Owner Controlled Insurance Program" (OCIP) general liability insurance providing personal injury and property damage coverage for losses occurring as a result of construction activities of the South Airport Basin project. Claims for any personal injury and/or property damages resulting from said construction activities may be filed against said insurance and are subject to the specified policy provisions and limits. Metro Metals shall be named as an additional insured on the OCIP policy as respects this sewer project.
 - 2.8 Provide 30 days prior written notice of the date construction is expected to begin.
3. The Owner will, at Owner's expense:
 - 3.1 Identify a site for relocation of the trailers during construction and pay site rental costs.
 - 3.2 Provide card lock keys for contractors so they can access the Property during construction hours.
 - 3.3 Check contractors' vehicles as they exit the Property to ensure no Metro Metals materials are being taken from the Property.
 4. The compensation paid by the City under this Agreement, including the work done at City expense, is full compensation for the City's Easements and the impacts on the Property and Metro Metals as provided in this Agreement.

5. If a dispute arises regarding this Agreement, the parties agree to exercise good faith in expeditiously resolving said dispute in the following manner:
- 5.1 All disputes should first be discussed and resolved if at all possible by the City's right of way project manager or Construction Manager and Matt Haslett of Metro Metals.
 - 5.2 If the dispute cannot be resolved, it shall be referred to persons with higher authority on the part of the City and the Owner, who also shall have the authority to resolve the dispute. Those persons shall meet for negotiations at a mutually agreed upon time and place after having had a sufficient time to review the dispute.
 - 5.3 If the dispute is not resolved after this meeting, the City and Owner agree that the matter will be submitted to mediation. The mediator shall be chosen by mutual agreement. If a mediator cannot be agreed upon the City and Owner agree to present the dispute to a mediator selected by the Presiding Judge of Multnomah County, Oregon. The mediation fee shall be borne equally by the Owner and City.
 - 5.4 In the event that mediation is not successful in resolving the dispute, either party may file litigation to resolve it, but only if the litigation is filed in the Circuit Court for Multnomah County, Oregon.

OWNER



Victor Winkler, Vice President
Fairmount Financial Investment Group

CITY OF PORTLAND

Dean Marriott, Director
Bureau of Environmental Services

Approval as to Form:



City Attorney

City of Portland

BUDGET/FINANCIAL COUNCIL ACTION IMPACT STATEMENT

INITIATOR'S SUMMARY OF COUNCIL ACTION (Deliver original to the Bureau of Financial Planning. Retain copy).

1. Name of Initiator Linda Birth/Scott Clement		2. Bldg/Room No. 106/1100	3. Telephone No. 503-823-7461	4. Bureau/Office Dept. Environmental Services
5a To be Filed (date) January 19, 2005	5b. Calendar (Check One) Regular CONSENT 4/5ths <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>		5. Date Submitted to OMF Budget Analyst: January 12, 2005	6. Fund Name & Number Sewer System Operating Fund

Please check appropriate box and list dollar amount
If using electronic MS Word Version, underline appropriate category and type and list dollar amount after. (Opt.)

Category 1 No Financial Impact []

Category 2 Routine and Budgeted Items [X]

- Contracts
- Annual supply contracts
- Grants
- Claims payment under \$15,000
- Call for bids on purchasing contracts
- Creation of a Local Improvement District
- Reports to Council regarding completion of project.

Other:
Project Name: South Airport Basin Sanitary Trunk
Sewer Project, Phase 3A
Project Number: 7271
Center Code: 145 22 110
Acct. code: 561000

Category 3 Non-Routine or Unbudgeted Item []

SUMMARY OF ACTION: In concise terms, describe what is to take place through the enactment of this council action. Where applicable, narrative should include answers to the following questions:

- A. What action(s) is proposed?
- B. Who will be affected by the action proposed? Other City Bureaus? Citizens? Business Community?
- C. What will the action cost? In this fiscal year? Subsequent year(s)? How much revenue will it generate? In this fiscal year? In subsequent fiscal years? If there are indirect costs or future commitments implies as a necessary accompaniment or result of this action, include an estimate of these costs even if the action does not formally authorize any expenditure.
- D. Is the cost included in the current year's budget? If so, which Fund or AU? If not, identify funding sources and amounts (i.e., interagency, contingency/unforeseen, grants, administrative transfer, etc.)
- E. What alternatives to this action been explored?

Please put any additional information on the opposite side of the form.

APPROPRIATION UNIT HEAD (Typed name and signature)
WFR

Dean C. Marriott, Director, Bureau of Environmental Services
545121 \$ ord BES BIS