

150831

UIC LAW DEPT.DOC.NO. 1-3696

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS, that UNION PACIFIC LAND RESOURCES CORPORATION, a corporation of the State of Nebraska, Grantor, in consideration of the sum of Nine Thousand Dollars (\$9,000.00), the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm unto the CITY OF PORTLAND, a municipal corporation of the State of Oregon, Grantee, a PERPETUAL EASEMENT for the construction, operation, maintenance, repair, renewal, reconstruction and use of an underground water line and an overhead electric power line across the land situated in the County of Multnomah, State of Oregon, described in Exhibit A hereto attached and hereby made a part hereof; together with the right of ingress and egress to and from said land for the purpose of exercising the rights herein granted.

RESERVING, however, to Grantor, its successors and assigns, the right to construct at any and all times and to maintain roads, highways, railroad tracks, pipelines and telephone, telegraph and electric power pole and wire lines, over, under and across (but in such a way as not unreasonably to interfere with) said water line and electric power line of Grantee on the premises described in Exhibit A; it being understood that the right so reserved to Grantor, its successors and assigns, is retained along with the general right of Grantor, its successors and assigns, to the use of said premises for any purpose not inconsistent with the use by Grantee of said easement for the purposes herein defined.

This deed is made subject to all outstanding leases and other outstanding rights, including, but not limited to, those for highways and other roadways and rights of way for irrigation ditches, pipelines, pole and wire lines and the right of renewals and extensions of the same, and subject also to all conditions, limitations, restrictions, encumbrances, reservations or interests of any person which may affect the said land, whether recorded or unrecorded.

Grantee, for itself, its successors and assigns, by the acceptance of this deed, agrees to indemnify and hold harmless Grantor and/or Union Pacific Railroad Company to the extent permitted by law, their officers, agents, employees, successors or assigns, against and from any and all liability, loss, damage, claims, demands, actions, causes of action, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, including said water line and electric power line of Grantee, when such injury, death, loss, destruction or damage, grows out of or arises from said water line and/or electric power line or in any other way whatsoever is due to, or arises because of, the existence of said water line and/or electric power line or the construction, operation, maintenance, repair, renewal, reconstruction, removal or use of said water line and/or electric power line or any part thereof, or to the contents therein or therefrom.

If the facilities or any portion thereof are expressly abandoned and Grantee fails to commence good faith efforts to remove the facilities so abandoned and restore the portion of the land described in Exhibit A to which the abandoned facilities are appurtenant to its original condition within ninety (90) days after receipt of notice from Grantor to perform such activities, Grantor may perform such activities for the account of Grantee.

In consideration of the foregoing grant of easement, Grantee also agrees and covenants as follows:

1) The construction, operation, maintenance, repair, renewal, reconstruction and use of said water line and electric power line shall be accomplished in such a manner as to allow continuous and adequate vehicular access over the easement area to and from the facilities of Cobb Lumber Company (Grantor's lessee, whose premises are affected by this grant of easement).

2) After any work of construction, maintenance, repair, renewal or reconstruction is accomplished, Grantee shall promptly restore the surface of the easement area to the condition it was in before such work, including, without limitation, restoration of the gravel driveway used by Cobb Lumber Company for access to Sandy Boulevard.

3) Grantor shall not be obligated to contribute to and shall not be assessed for any costs attributable to the construction or installation of said water line and electric power line.

4) Should the Grantee at any time abandon the use of the easement hereby granted, or any part thereof, the easement

hereby given shall terminate as to the portion so abandoned, and the Grantee shall promptly remove its improvements on such portion of the land and restore the land to the condition it was in prior to the construction of such improvements.

5) Any water line constructed on the easement area shall be underground. Any electric power line constructed on the easement area shall provide a vertical clearance of at least thirty (30) feet from the lowest point of the wire conductors to ground level. The easement area shall be encumbered by no more than one (1) power line pole, which shall be no more than two (2) feet in diameter.

6) This easement is granted under threat of condemnation of the easement area by Grantee.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Deed this

UNION PACIFIC LAND RESOURCES
/ CORPORATION

Attest:

THE CITY OF PORTLAND

City Clerk

By _____

EXHIBIT A

A parcel of land in Section 24, Township 1 North, Range 2 East of the Willamette Meridian in Multnomah County, Oregon, said parcel being a portion of that tract of land conveyed to Union Pacific Land Resources Corporation in Book 1157, Page 1876, Multnomah County deed records, said parcel more particularly described as follows:

Beginning at the intersection of the North line of N.E. Sandy Blvd. with the East line of Section 24; thence northwesterly along said North line of N.E. Sandy Blvd. 71 feet, more or less, to a point lying 70.00 feet west of said East line of Section 24; thence North parallel to and 70.00 feet westerly at right angles from said East line of Section 24, 164 feet, more or less, to a point on the southerly line of the O.W.R.R. & N. Company right-of-way; thence Southeasterly along said right-of-way line 71 feet, more or less, to said East line of Section 24; thence South along said East line of Section 24, 164 feet, more or less, to the Point of Beginning; containing 0.26 acres, more or less.

ORDINANCE NO. 150831

An Ordinance authorizing the purchase of a permanent easement for \$9,000.00 from Union Pacific Land Resources Corporation for the construction, operation and maintenance of a water line by the Bureau of Water Works, authorizing the drawing and delivery of a warrant, accepting a water line easement, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. It is necessary and desirable to acquire a permanent easement affecting 0.26 acres of real property for the Bureau of Water Works.
2. A registered real estate appraiser retained by the Bureau of Water Works appraised the permanent easement at \$9,000.00. The date of value for this appraisal was March 1, 1980. Negotiations with the owners, Union Pacific Land Resources Corporation, have been conducted with the result that both the owners and the Bureau of Water Works are satisfied with a purchase price of \$9,000.00
3. This permanent easement is described in the easement deed and its Exhibit "A" which has been signed and is similar to the copy attached to the original only hereof, marked Supplement 1, and by this reference made a part hereof.
4. This acquisition was recommended by the Administrator of the Bureau of Water Works, and approved by the Commissioner-in-Charge.

NOW, THEREFORE, the Council directs:

- a. The acquisition of this permanent easement under the terms stated herein is hereby authorized.
- b. The Mayor and the Auditor are hereby authorized to draw and deliver a warrant for \$9,000.00 to Union Pacific Land Resources Corporation, to be sent to Robert F. Willis, Water Engineers, 1800 S.W. 6th Avenue, Portland, Oregon 97201, this warrant chargeable to the 1980-81 Budget, Water Fund, Project No. 3700 (Groundwater Development Program), Object Code 610 (Land), BUC 18600374 and, upon payment, to accept the Water Line Easement.

ORDINANCE No.

Section 2. The Council declares that an emergency exists because a delay in proceeding with this purchase may result in additional expense to the City, and will unnecessarily deprive the Bureau of Water Works of the benefits of securing said property at an early date; therefore, this Ordinance shall be in force and effect from and after its passage by Council.

ORDINANCE NO. 150831

ORDINANCE NO. 150831

DATE

AN ORDINANCE APPROVING THE PUR-

CHASE OF A CERTAIN TRACT OF LAND
 SITUATED IN THE CITY OF PORTLAND,
 CLATSOP COUNTY, OREGON, AND
 THE CONVEYANCE THEREOF TO THE
 PORTLAND WATER WORKS BUREAU FOR
 THE PURPOSE OF SECURING WATER
 RIGHTS AND WATER RIGHTS FOR
 THE CITY OF PORTLAND, OREGON,
 AND THE CONVEYANCE THEREOF TO
 THE PORTLAND WATER WORKS BUREAU
 FOR THE PURPOSE OF SECURING
 WATER RIGHTS AND WATER RIGHTS
 FOR THE CITY OF PORTLAND,
 OREGON.

DATE DEC 2 1980

APPROVED BY THE CITY COUNCIL

GEORGE A. JACOBSON

Passed by the Council, DEC 10 1980

Com. Mayor: Ivancie
 R.E. Rector:jb
 November 26, 1980
 186.610
 BUC 18600374

Attest:

George A. Jacobson
 Auditor of the City of Portland

ORDINANCE No.

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ORDINANCE NO. 150831

Calendar No. 1379

DATE

AN ORDINANCE AUTHORIZING THE CITY OF PORTLAND TO PURCHASE AND ACQUIRE BY EASEMENT A PORTION OF THE LANDS OF THE PORTLAND WATER WORKS COMPANY, AND TO CONVEY THE SAME TO THE PORTLAND WATER WORKS COMPANY, AND TO REVOKE THE SAME.

DEC 2 1980

GEORGE ASHBAUGH

Passed by the Council, DEC 10 1980

Com. Mayor Ivancie
 R.E. Rector:jb
 November 26, 1980
 186.610
 BUC 18600374

Attest:

George Ashbaugh
 Auditor of the City of Portland

Calendar No. 4308

ORDINANCE No. 150831

Title

An Ordinance authorizing the purchase of a permanent easement for \$9,000.00 from Union Pacific Land Resources Corporation for the construction, operation and maintenance of a water line by the Bureau of Water Works, authorizing the drawing and delivery of a warrant, accepting a water line easement, and declaring an emergency.

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

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

Filed DEC 5 1980

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By *George Yerkovich*
Deputy

INTRODUCED BY
MAYOR IVANCIE

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration FJI May
Safety
Utilities
Works

BUREAU APPROVAL
Bureau: WATER WORKS
Prepared By: M. Lucas:jb Date: Nov. 26, 1980
Budget Impact Review: <input type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: CG Carl Goebel, Administrator

CALENDAR
Consent X Regular

NOTED BY
City Attorney
City Auditor
City Engineer