

GREENWAY TRAIL EASEMENT

159559

Recorded 4-8-87
Book 1993, Page 2562

Dated: April 7, 1987

1. Parties

Fremont Place Partnership (Grantors) are owners in fee simple of certain real property in the City of Portland (Property) and more specifically described as follows:

See Exhibit "A" Legal Description

The City of Portland (City) is a municipal corporation.

2. Easement

Grantors hereby grant to the City for the benefit of the public a perpetual, nonexclusive, affirmative easement to use a strip of land across the Property 25 feet wide (Easement Area). The centerline of the strip is located as follows:

See Exhibit "B"

[insert description of centerline]

3. Purpose: The purpose of this easement is to provide public access to and along the Willamette River by creating a public path over and across the Property.

4. Scope of Public Use: The public shall have the right to use the Easement Area for the sole purpose of enjoying the Willamette River. To this end, the public shall have the right to walk, bicycle, picnic on and use the Easement Area in the same manner as a public park.

These rights are to be exercised between 5:00 a.m. and 10:00 p.m., unless otherwise set forth in this agreement. Grantor shall have the right to restrict access to the Easement Area during hours when the public does not have rights to use.

The public's right of use as set forth above, including the types and hours of use described therein, constitute the minimum rights granted to the public under this agreement. The City, at its option, may expand these rights, provided that the City shall bear the increased costs for policing the area and for noise, trash and people control resulting from such expanded uses, and provided further that such expanded uses do not unreasonably interfere with the Grantor's use and enjoyment of the remainder of the Property. Nothing herein, however, authorizes the City to expand the Easement Area.

5. Scope of Grantor's Use: Grantor shall have the right to use the Easement Area for all purposes not inconsistent with the exercise by the public of the rights granted by Grantor herein. No commercial activities shall be conducted in the Easement Area by any party.

6. Maintenance and Repair: The Grantor shall be responsible for maintenance and repair of the Easement Area. Additionally, the Grantor shall be responsible and liable for the Easement Area. The Grantor agrees to hold the City and its officers, agents, and employees harmless from all claims, suits or actions by third parties, caused by or arising out of the negligent acts or omissions of Grantor's subcontractors, agents or employees who repair and maintain the easement area.

7. Construction and Landscaping: Grantor shall construct and landscape the Easement Area to City standards. Grantor shall complete construction and landscaping of the Easement Area within 120 days of the date of execution of this Agreement.

Grantor shall erect no structure of any type in the Easement Area other than shelters, benches or other minor structures coordinated with the landscaping and intended for public use, without the written consent of the City Commissioner in Charge of the Bureau of Parks. Once such consent has been given, construction may not begin until the City, through its Bureau of Planning, has reviewed and approved in writing the design plans for such structures.

8. Effective Date: The rights of the public under this Agreement shall become effective when construction and landscaping of the Easement Area is complete.

9. Successor Interests: This easement is appurtenant to the Property. However, in the event of any subdivision or sale of any portion of the Property, this easement shall remain appurtenant to the remaining parcel(s) across which the easement lies. Owners of the other parcels into which the Property may be divided shall have no right to use the Easement Area beyond their rights as members of the general public.

10. Duration: This easement shall remain in effect perpetually. However, it shall expire automatically in the event that the City Council by ordinance declares that the easement no longer is needed for public use or access to the Willamette River, in which case the City shall execute a recordable document evidencing such expiration.

11. Encumbrances: This easement is granted subject to all prior easements or encumbrances of record.

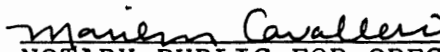
12. Consideration: The consideration for this agreement shall consist of the mutual covenants and agreements of the parties, contained herein.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first written above.


FREEMONT PLACE PARTNERSHIP

Grantors

Subscribed and sworn to before me April 7,
1987.


NOTARY PUBLIC FOR OREGON
My commission expires: 9-17-89

THE CITY OF PORTLAND

By _____
Commissioner of Public Affairs

By _____
Auditor

APPROVED AS TO FORM:  

City Attorney
CITY ATTORNEY

56.01.10

EXHIBIT A

Jim Weddle & Associates

1750 S.W. Skyline Blvd., Suite 8
Portland, Oregon 97221

Property Description
Parcel 2
Fremont Place

PROFESSIONAL LAND SURVEYORS

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Jim Weddle
OREGON
JULY 12, 1968
JAMES O. WEDDLE
874

Telephone
292-8083

Feb. 24, 1987

File No. 87-1419

Description of a parcel of land situated in the Southeast one quarter (SE1/4) Section 28, Township 1 North, Range 1 East, Willamette Meridian, City of Portland, County of Multnomah and State of Oregon being all of Lots 2, 3, 4 and 5; the Northerly 15.00 feet of Lot 1 and the Southerly 26.90 feet of Lot 6, River Block, "Watson's Addition to the City of Portland", as laid out by the duly recorded plat thereof, together with all lands and riparian rights adjacent thereto, to the riverside of the aforesaid lots and portions thereof, to the Harborline of the Willamette River EXCEPTING THEREFROM a strip of land 3.50 feet in width dedicated to the City of Portland for street purposes described in Book 1647 Page 597, Recorded February 22, 1983, Multnomah County Deed Records, said land more particularly described as follows:

Commencing at the most westerly corner of Lot 10, said River Block, said corner being in the Easterly right of way line of N.W. Front Avenue, 80 feet wide; thence North 41°20'00" East along the Northwesterly line of said Lot 10, 3.50 feet to a point in the Easterly line of that certain parcel of land deeded to the City of Portland by Warranty Deed Recorded February 22, 1983 in Book 1647 Page 597, Multnomah County Deed Records; thence South 48°40'00" East parallel to and 43.50 feet (when measured at right angles) Easterly of the centerline of said N.W. Front Avenue 473.10 feet to the point of beginning; thence North 41°20'00" East 356.10 feet to the Harborline of the Willamette River; thence along said line South 45°59'20" East 442.38 feet; thence South 41°20'00" West 335.43 feet; thence North 48°40'00" West parallel to the centerline of N.W. Front Avenue 441.90 feet to the point of beginning.

Containing therein an area of 152,793.1 square feet, 3.508 acres, more or less.

EXCEPTING THEREFROM any land lying below the low waterline of the Willamette River under the ownership of the State of Oregon.

SUBJECT TO and TOGETHER WITH all easements of record.

ALSO SUBJECT TO the rights of the public and governmental bodies in and to that portion of the hereinbefore described parcel of land lying below the high waterline of the Willamette River.

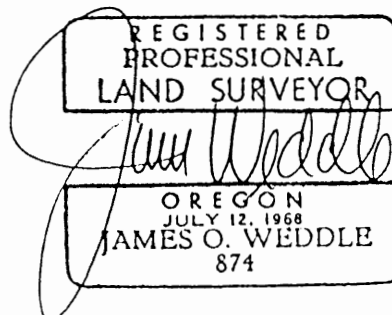
EXHIBIT B

Freemont Place
Centerline Description
Greenway Trail Easement

March 25, 1987
File No. 87-1419

Centerline description of a strip of land 25.00 feet in width (12.50 feet on each side of centerline) situated in the Southeast one quarter (SE1/4) Section 28, Township 1 North, Range 1 East, Willamette Meridian, Multnomah County, Oregon, said centerline lying in and across a portion of Lots 1 through 10, River Block, "Watson's Addition to the City of Portland", described as follows:

Commencing at the Northwest corner of Lot 10, River Block, "Watson's Addition to the City of Portland", as laid out by the duly recorded plat thereof, said corner being in the Easterly right of way line of N.W. Front Avenue, 80 feet wide; thence North $41^{\circ}20'00''$ East along the Northwesterly line of said Lot 10, 297.76 feet to the point therein, said point being the point of beginning of the hereinafter described centerline; thence South $46^{\circ}02'00''$ West 915.97 feet to a point 15.00 feet (when measured at right angles) Southerly of the Northerly line of Lot 1, said River Block, and the termination of said centerline, said termination point bears South $48^{\circ}40'00''$ East 15.00 feet and North $41^{\circ}20'00''$ East 255.68 feet from the Northwest corner of said Lot 1.



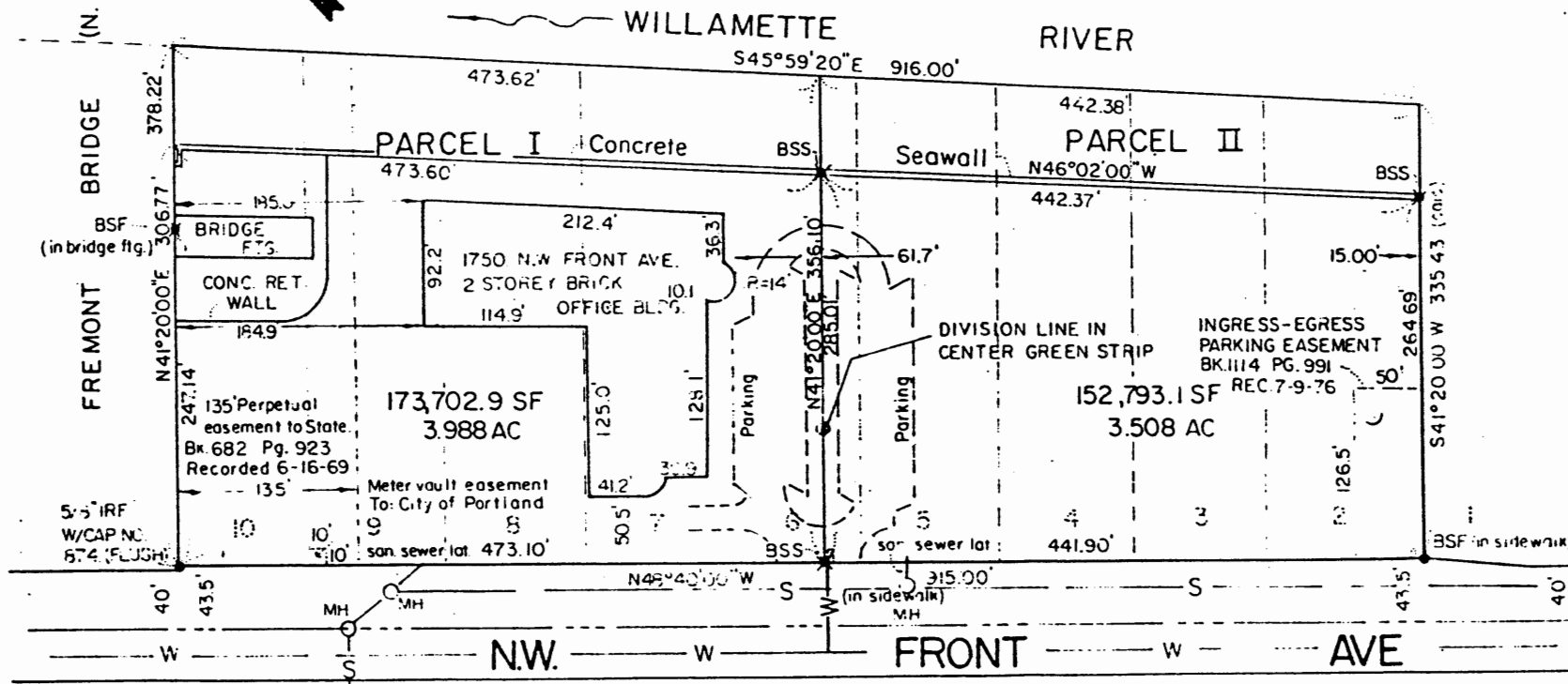
JIM WEDDLE & ASSOC., Inc.
1750 SW Skyline Blvd.
Portland 97221
292-8083

Feb. 24, 1987
SCALE-1"=100'

PROPERTY DESCRIPTION:

ALL OF LOTS 2, 3, 4, 5, 6, 7, 8, 9 AND 10 AND THE NORTHWESTERLY 15.00 FEET OF LOT 1, RIVER BLOCK, WATSON'S ADDITION TO THE CITY OF PORTLAND AS LAID OUT BY THE DULY RECORDED PLAT THEREOF, TOGETHER WITH ALL LAND AND RIPARIAN RIGHTS ADJACENT THERETO, TO THE RIVERSIDE OF THE AFRESHAL LOTS, TO THE HARBORELIN OF THE WILLAMETTE RIVER, EXCEPTING THEREFROM ANY LAND LING BELOW THE LOW WATER LINE OF THE WILLAMETTE RIVER UNDER THE OWNERSHIP OF THE STATE OF OREGON AND ALSO EXCEPTING THEREFROM THE SOUTHWESTERLY 3.50 FEET THEREOF ADJACENT TO THE CITY OF PORTLAND FOR STREET PURPOSES.
IN THE SE 1/4 SECTION 28, T.1N., R.1E., W.M. PORTLAND, MULTNOMAH COUNTY, OREGON.

NOTE: 100 YR. FL. PLAIN EL. = 28.0 (U.S.C. & G.S. DATUM) (29.375 C.O.P. DATUM)



NARRATIVE:

PURPOSE OF SURVEY: TO CREATE 2 PARCELS OF LAND AS SHOWN HEREON.
PROCEDURE: MONUMENT PER RECORDED SURVEY NO. 48618 WERE FOUND, MEASURED AND USED TO DIVIDE THE PROPERTY AS SHOWN.
BASIS OF BEARINGS: SURVEY NO. 48618.
REFERENCE SURVEYS: NOS. 48618; 5062; PLAT.

LEGEND:

BSS = BRASS SCREW SET IN CONCRETE.
BSF = BRASS SCREW FOUND IN CONCRETE.
• = 5/8" IRON ROD FOUND W/CAP NO. 874.
W-Water S-San. sewer MH-Manhole

OWNER:

FREMONT PLACE PARTNERSHIP
1515 SW 5TH AVENUE
PORTLAND, OR. 97201 223-6605

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE LANDS REPRESENTED HEREON WERE SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION, THAT I HAVE CAREFULLY INSPECTED THE PREMISES SHOWN AND THIS MAP IS A TRUE REPRESENTATION OF THE FACTS TO THE BEST OF MY KNOWLEDGE.

Jim Weddle

Jim Weddle 2/24/87

REVISED: 2-24-87

RECORD OF SURVEY

SCALE NOTED	APPROVED BY	DRAWN BY
DATE NOTED		JIM W
FREMONT PLACE		
(REF: 85-1317)	DRAWING NUMBER	
	87-1419	

ORDINANCE NO. 159559

An Ordinance authorizing the Commissioner of Public Works and the City Auditor to accept and execute a Willamette River Greenway Trail easement granted to the City by the Fremont Place Partnership, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. Chapter 33.79 of the City's zoning code authorizes the Planning Director to require a property owner to dedicate a Willamette River Greenway Trail easement to the City as a condition of development approval.
2. In accordance with Chapter 33.79, the Fremont Place Partnership (Partnership) proposes to grant to the City a 25 foot wide easement across property owned by the Partnership which consists of Blocks 2, 3, 4, 5, 6, 7, 8, 9 and 10 and the northwesterly 15 feet of Lot 1, River Block, Watson's Addition.
3. The purpose of the easement offered by the Partnership is to provide public access to and along the Willamette River by creating a public path over and across the Partnership's property. The proposed easement grants the public the right to use the easement for walking, bicycling, picnicking and other uses in the same manner as a public park between the hours of 5:00 a.m. and 10:00 p.m.
4. It is in the public interest for the City to accept the easement offered by the Partnership because the easement will add another segment of the Willamette River Greenway Trail established by the City's comprehensive plan.

NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Works and the City Auditor are hereby authorized to accept and execute on behalf of the City the Willamette River Greenway Trail easement prepared by the Fremont Place Partnership and attached as Exhibit 1.

ORDINANCE No.

159559

Section 2. The Council declares that an emergency exists because the proposed easement is a necessary addition to the Willamette River Greenway Trail and any delay will hinder the public's use of that trail; therefore, this ordinance shall be in full force and effect from and after the date of its passage by the Council.

Passed by the Council, **APR 8 1987**

COMMISSIONER BLUMENAUER
KBImperati:mc
March 31, 1987

BARBARA CLARK
Auditor of the City of Portland
By
Edna Cervera Deputy

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
BLUMENAUER	✓	
BOGLE	✓	
KOCH	✓	
LINDBERG	✓	
CLARK	✓	

FOUR-FIFTHS CALENDAR	
BLUMENAUER	
BOGLE	
KOCH	
LINDBERG	
CLARK	

Calendar No.

514

ORDINANCE No. 159559

Title

An Ordinance authorizing the Commissioner of Public Works and the City Auditor to accept and execute a Willamette River Greenway Trail easement granted to the City by the Fremont Place Partnership, and declaring an emergency.

Filed _____ APR 3 1987

BARBARA CLARK
Auditor of the CITY OF PORTLAND

By Nancy Dunford
Deputy

INTRODUCED BY
Commissioner Blumenauer

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration
Safety
Utilities
Works <i>Earl Blumenauer</i> <i>Mac</i>

BUREAU APPROVAL
Bureau:
Prepared By: _____ Date: _____
Kathryn Imperati 3/31/87
Budget Impact Review:
<input type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head:

CALENDAR
Consent _____ Regular _____

NOTED BY
City Attorney
City Auditor
City Engineer