

RESOLUTION # 208

A RESOLUTION ACCEPTING AN EASEMENT FOR WELL #3.

WHEREAS the study of the City of Troutdale water system dated September 1978 indicates a need for a well on the east side of Columbia High School, between Cherry Park Road and Halsey Road, commonly referred to as "Well #3", and

WHEREAS the City of Troutdale Capital Improvement Program includes the drilling and construction of such a well in fiscal year 1978-79, and

WHEREAS there is a need for an easement at this location and at this time to permit the construction, operation and maintenance of said well, and

WHEREAS Reynolds School District No. 7, owners of the property on which the well would be located, have granted the necessary easement to the City of Troutdale,

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Troutdale accept such easement, more particularly described on Exhibit 'A', attached, for use as a well site for a public water supply.

Passed by the Common Council of the City of Troutdale this 14th day of November, 1978.

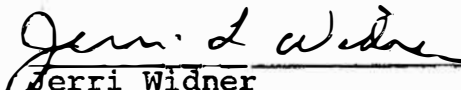
YEAS: 4

NAYS: 0



R. M. Sturges, Mayor

ATTEST:



Terri Widner
Finance Director/
City Recorder

EASEMENT AGREEMENT FOR WELL SITE

This agreement is made this 19th day of DECEMBER, 1978, between Multnomah County School District No. 7 (Reynolds), a school district of the State of Oregon, hereinafter referred to as "Reynolds" and the City of Troutdale, a municipal corporation of the State of Oregon, hereinafter referred to as "City", as follows:

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1. Reynolds hereby grants to the City a non-exclusive easement for the purposes and subject to the terms and conditions hereinafter stated, on, over, under and across the following described real property located in the City of Troutdale, County of Multnomah, State of Oregon, to-wit:

A tract of land situated in the Northeast quarter of Section 35, T1N, R3E, W.M. more particularly described as follows:

Beginning at a point which lies S. 89° 56' 40" W. a distance of 45 feet from the southeast corner of the tract of land recorded in Book 923, Page 1360, Multnomah County Record of Deeds, thence S. 89° 56' 40" W. a distance of 100 feet; thence N. 0° 10' 10" W. a distance of 100 feet; thence N. 89° 56' 40" E. a distance of 90.97 feet more or less to the west right-of-way line for 257th Drive, thence southeasterly along the arc of a 557.96 feet radius curve an arc distance of 100.54 feet and through a control angle of 10° 19' 28" to the point of beginning.

2. The foregoing easement is for the purpose of enabling the City to construct, maintain, operate, inspect and repair public utility facilities, including but not limited to a well for public water supply, pipe lines, pumping equipment and other necessary appurtenances thereto.

3. The easement hereinabove granted by Reynolds to City is subject to the following conditions:

- a. All facilities installed on the property subject to the foregoing easement will be underground and no part thereof will be above the surface of the ground. All openings for access to underground facilities located on the easement property shall be covered and level with the surrounding ground area. After construction of its facilities, the City will return the surface of the property subject to the easement to its previous condition, including necessary reseeding of grass, excepting man-hole covers.
- b. The City will not conduct or permit any activity on the property subject to the easement which obstructs normal use of the surface of the easement property or of the surrounding property of Reynolds for the normal purposes of Reynolds, except to the extent reasonably necessary for temporary periods to construct, operate, maintain or repair facilities for which the easement has been granted. In particular, the City will not disrupt use by Reynolds of the surface area of the property subject to the easement as part of its athletic playing fields in the periods March 16 through May 31 and August 16 through November 14, inclusive, of each year.
- c. Reynolds will not conduct and permit any activity on the

property subject to the easement which obstructs the access to the City's equipment or which causes damage to the City's equipment.

- d. Any well constructed by the City on the property subject to the easement shall be constructed to minimize hydraulic interference with the Reynold's well located northwesterly of the easement property.
- e. The City will not create or permit any sanitary or health hazard to the ground water supply to arise from its use of the easement granted herein. Reynolds agrees to restrict its use of its property within 100 feet of the actual well site so as not to create an actual or potential sanitary hazard to the ground water supply. Normal use of the land will not be restricted, except that no sanitary sewers or drain fields shall be constructed within 100 feet of the well.

4. The City hereby agrees to indemnify and hold harmless Reynolds from all liability, or claims of liability, of whatsoever nature caused by or resulting from any operations conducted or permitted by the City pursuant to the terms of this easement agreement.

5. The consideration for this easement is set forth in an agreement made contemporaneously herewith.

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IN WITNESS WHEREOF, each of the parties to this instrument has caused it to be executed on its behalf by its undersigned authorized officer or other representative.

MULTNOMAH COUNTY SCHOOL DISTRICT NO. 7 (REYNOLDS)

By: Glenn D. Borg
Chairman of the Board of Directors

CITY OF TROUTDALE

By: R.M. Stange

STATE OF OREGON, County of Multnomah) ss December 19, 1978

Personally appeared Glenn D. Borg, who being duly sworn, did say that she is the Chairman of the Board of Directors of Multnomah County School District No. 7 (Reynolds), a school district of the State of Oregon; that said instrument was signed in behalf of said school district by authority of its board of directors; she further acknowledged said instrument to be its voluntary act and deed.

BEFORE ME:

Thomas P. [Signature]
Notary Public for Oregon
My Commission expires 08-31-81

STATE OF OREGON, County of Multnomah) ss December 19, 1978

Personally appeared R.M. Stange, who being duly sworn, did say that he is the Mayor of the City of Troutdale, a municipal corporation of the State of Oregon; that said instrument was signed in its behalf by authority of its City Council and he further acknowledged said instrument to be its voluntary act and deed.

BEFORE ME:

Jerri L. Widner
Notary Public for Oregon
My Commission expires 5/27/80

Jerri L. Widner
NOTARY PUBLIC - OREGON
My Commission Expires 5/27/80

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I Jerri Widner, Finance Director/City Recorder for the City of Troutdale, hereby certify that the foregoing Easement Agreement for Well Site was accepted by the Common Council of the City of Troutdale on the 12th Day of December, 1978.

Jerri L. Widner
Finance Director/City Recorder