

RESOLUTION # 247

A RESOLUTION ACCEPTING A PERMANENT SANITARY SEWER EASEMENT:

WHEREAS, on December 28, 1978, James E. Peneton and Hester L. Peneton executed an easement on the following described parcel:

A tract of real property situated in the Northeast Quarter of Section 35, Township 1 North, Range 3 East, Willamette Meridian, in the City of Troutdale, County of Multnomah, State of Oregon, and being a strip of land fifteen (15) feet in width, lying 7.50 feet on each side of the following described center line:

Beginning at a point which bears North 89°56'00" East 1102.31 feet and South 0°00'48" West 403.5 feet from the North one quarter (1/4) corner of said section 35; thence South 89°56'00" West a distance of 594.88 feet to the Easterly terminus of said centerline.

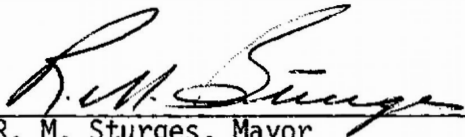
Together with a temporary construction easement being a strip of land twenty (20) feet in width, lying 7.50 feet on the North side of the above described center line, and 12.5 feet on the South side of the above described center line.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE that a permanent sanitary sewer easement be accepted on the precedingly described tract.

PASSED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS 10th DAY OF April, 1979.

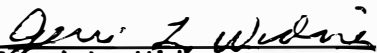
YEAS: 3

NAYS: 0



R. M. Sturges, Mayor

ATTEST:



Jerri L. Widner
Finance Director/
City Recorder



AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this *day of December* , 19 *78* ,
by and between James Earl Peneton And Hester Lea Peneton, Husband and Wife
hereinafter called the first party, and City of Troutdale, an Oregon Municipality
, *hereinafter called the second party;*

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in Multnomah
County, State of Oregon, to-wit:

Metes and bounds legal description and marked
 Exhibit "A" attached hereto

and has the unrestricted right to grant the easement hereinafter described relative to said real estate;

NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the second party to the first party paid and other valuable considerations, the receipt of all of which hereby is acknowledged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party

All the real property as described in metes and
 bounds legal description and marked Exhibit "B"
 attached hereto for the purpose of establishing
 a permanent sanitary sewer easement

(Insert here a full description of the nature and type of the easement granted to the second party.)

The second party shall have all rights of ingress and egress to and from said real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

The second party hereby agrees to hold and save the first party harmless from any and all claims of third parties arising from second party's use of the rights herein granted.

The easement described above shall continue for a period of perpetual , *always subject, however, to the following specific conditions, restrictions and considerations:*

If this easement is for a right of way over or across first party's said real estate, the center line of said easement is described as follows:

N/A

and second party's right of way shall be parallel with said center line and not more than feet distant from either side thereof.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest as well.

In construing this agreement and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this, the day and year first hereinabove written.

James Earl Peneton
James Earl Peneton
Hester Lea Peneton
Hester Lea Peneton

(If the above named first party is a corporation, see the form of acknowledgment opposite.)

ORS 93.4901

STATE OF OREGON, }
County of Multnomah } ss.
December 28, 19 78

Personally appeared the above named James Earl Peneton & Hester Lea Peneton and acknowledged the foregoing instrument to be voluntary act and deed.

(OFFICIAL SEAL)

Notary Public for Oregon
My commission expires: 12-15-82

STATE OF OREGON, County of) ss.
....., 19.....

Personally appeared and each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

....., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:
Notary Public for Oregon
My commission expires:

(OFFICIAL SEAL)

AGREEMENT FOR EASEMENT

BETWEEN

James Earl Peneton and Hester Lea Peneton

AND

City of Troutdale

AFTER RECORDING RETURN TO

City of Troutdale
107 Kibling Street
Troutdale, Oregon 97060

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON

County of } ss.

I certify that the within instrument was received for record on the day of, 19....., at o'clock M., and recorded in book on page or as file/reel number Record of of said county.

Witness my hand and seal of County affixed.

Recording Officer

By Deputy

Exhibit "A"

A tract of real property situated in the Northeast Quarter of Section 35, Township 1 North, Range 3 East, of the Willamette Meridian, in the City of Troutdale, County of Multnomah and State of Oregon, being more particularly described as follows:

Commencing at the North one Quarter (1/4) corner of said Section 35; thence South $0^{\circ}03'31''$ East along the North South center line of said Section a distance of 396.00 feet to the South line of that tract conveyed to Richard E. Shroy et ux by deed recorded April 25, 1956 in Deed Book 1780, Page 82, Multnomah County Deed Records; thence North $89^{\circ}56'00''$ East parallel with the North line of said Section 35 a distance of 506.94 feet to the True Point of Beginning of this description; thence North $89^{\circ}56'00''$ East a distance of 594.88 feet to the West right-of-way line of N.E. 257th Drive; thence South $0^{\circ}00'48''$ West along said right-of-way a distance of 20.00 feet; thence South $89^{\circ}56'00''$ West 247.19 feet to a point; thence South $0^{\circ}13'10''$ East 74.01 feet to a point; thence South $55^{\circ}53'40''$ West 70.29 feet to a point; thence South $67^{\circ}05'37''$ West 245.87 feet to a point; thence North $31^{\circ}03'35''$ West 117.78 feet to a point; thence North $1^{\circ}07'50''$ West a distance of 127.85 feet to the Point of Beginning.

Containing 1.46 acres more or less.

Exhibit "B"

A tract of real property situated in the Northeast Quarter of Section 35, Township I North, Range 3 East, Willamette Meridian, in the City of Troutdale, County of Multnomah, State of Oregon, and being a strip of land fifteen (15) feet in width, lying 7.50 feet on each side of the following described center line:

Beginning at a point which bears North $89^{\circ}56'00''$ East 1102.31 feet and South $0^{\circ}00'48''$ West 403.5 feet from the North one quarter (1/4) corner of said section 35; thence South $89^{\circ}56'00''$ West a distance of 594.88 feet to the Easterly terminus of said centerline.

Together with a temporary construction easement being a strip of land twenty (20) feet in width, lying 7.50 feet on the North side of the above described center line, and 12.5 feet on the South side of the above described center line.