

RESOLUTION NO. 769-89

A RESOLUTION ACCEPTING A UTILITY EASEMENT ACROSS PROPERTY IN SECTION 22, T1N, R3E, W.M., MULTNOMAH COUNTY, STATE OF OREGON, OWNED MARATHON LETOURNEAU.

WHEREAS, such easement is needed for the purpose of constructing the gravity sewer portion of the Marine Drive/Sundial Road Local Improvement District project No. 89-002-B, including the right of ingress and egress, when necessary, across the real property located in Multnomah County, State of Oregon.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THAT:

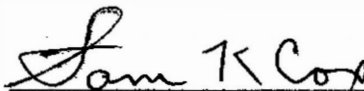
The City does hereby accept the utility easement attached hereto and made part of this document.

ADOPTED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS 8th DAY OF AUGUST, 1989.

YEAS 5

NAYS 0


ABSTAINED 0



Sam K. Cox, Mayor

Date Signed: AUGUST 10, 1989

ATTEST:


Valerie J. Raglione
City Recorder

CS76:17

SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Marathon LeTourneau Sales & Service Company, an Oregon corporation, Grantor, in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant unto Grantee, City of Troutdale, an easement and right-of-way hereinafter described and as set out on the attachment hereto for the purpose of laying down, constructing, repairing, operating, and maintaining a sewer or sewers through, under and along the following described parcel of land:

SEE ATTACHED LEGAL DESCRIPTION

No buildings shall be erected above the easement and Grantor shall provide notice to Grantee if any fill is placed upon the easement. The easement is a (10) foot wide strip being (5) five feet on each side of the centerline as shown on the attached survey.

The existing power vault on Grantor's property lying within the easement shall remain in place and operational during and after construction of said sewer.

Grantee will repair or pay for any actual damages to Grantor's land, improvements, or landscaping which might be sustained during the construction and or maintenance, repair, or operation of the sewers, and will pay the prevailing market price to Grantor for any such damage.

This easement does not grant or convey to Grantee any right or title to the surface of the soil along the easement route, except for the right to use the surface in laying down, constructing, repairing, operating, maintaining, inspecting and restoring the surface to its original condition. Grantee's use shall not interfere with Grantor's use of the land and access thereto.

Grantee shall hold the above described easement and rights granted to Grantee, its successors and assigns until said easement or right-of-way is abandoned by Grantee. Upon abandonment for a period of two years, Grantee agrees, at the request of Grantor, to remove Grantee's equipment, including sewer lines, at Grantee's expense at which time this easement shall terminate.

Grantee agrees to defend, indemnify and hold Grantor harmless from all costs and expenses for any claims or injury to any persons, or damage to property, whatsoever relating to

this easement or Grantee's use thereof. The granting of this easement is restricted to the extent of Grantor's ownership of the land.

The terms hereof shall be binding upon the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF Marathon LeTourneau Sales & Service Company, has caused these presence to be signed by its authorized officer, this 11th day of August, 1989.

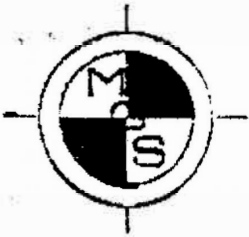
MARATHON LeTOURNEAU SALES & SERVICE COMPANY
By: [Signature]
Title: Treasurer

STATE OF TEXAS §
COUNTY OF GREGG §

BEFORE ME, the undersigned authority, in and for said County of Texas, on this day personally appeared Jack W. McElroy known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Marathon LeTourneau Sales & Service Company, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed in the capacity therein stated.

GIVEN UNDER MY HAND IN SEAL OF OFFICE, this 11th day of August, 1989.

[Signature]
Notary Public - Gayla L. Nash
My Commission Expires: 3/19/91



MINISTER-GLAESER
SURVEYING INC.

(206) 694-3313
2208 E. EVERGREEN
VANCOUVER, WA 98661

July 28, 1989

LEGAL DESCRIPTION
FOR
MARATHON LE TOURNEAU SALES & SERVICE COMPANY
(S-2)

A parcel of land in the Southwest quarter of Section 23, Township 1 North, Range 3 East, Willamette Meridian, Multnomah County, Oregon, described as follows:

Commencing at the Northeast corner of the Charles Fetzett Donation Land Claim Number 47;

Thence South 01' 26' 05" West along the East line of the Charles Fetzett Donation Land Claim 785.89 feet to the Northwest corner of a tract of land recorded May 28, 1942 in Book 635, Page 104, Multnomah County Deed Records;

Thence South 88' 44' 17" East along the North line of said Book 635, Page 104, a distance of 632.62 feet;

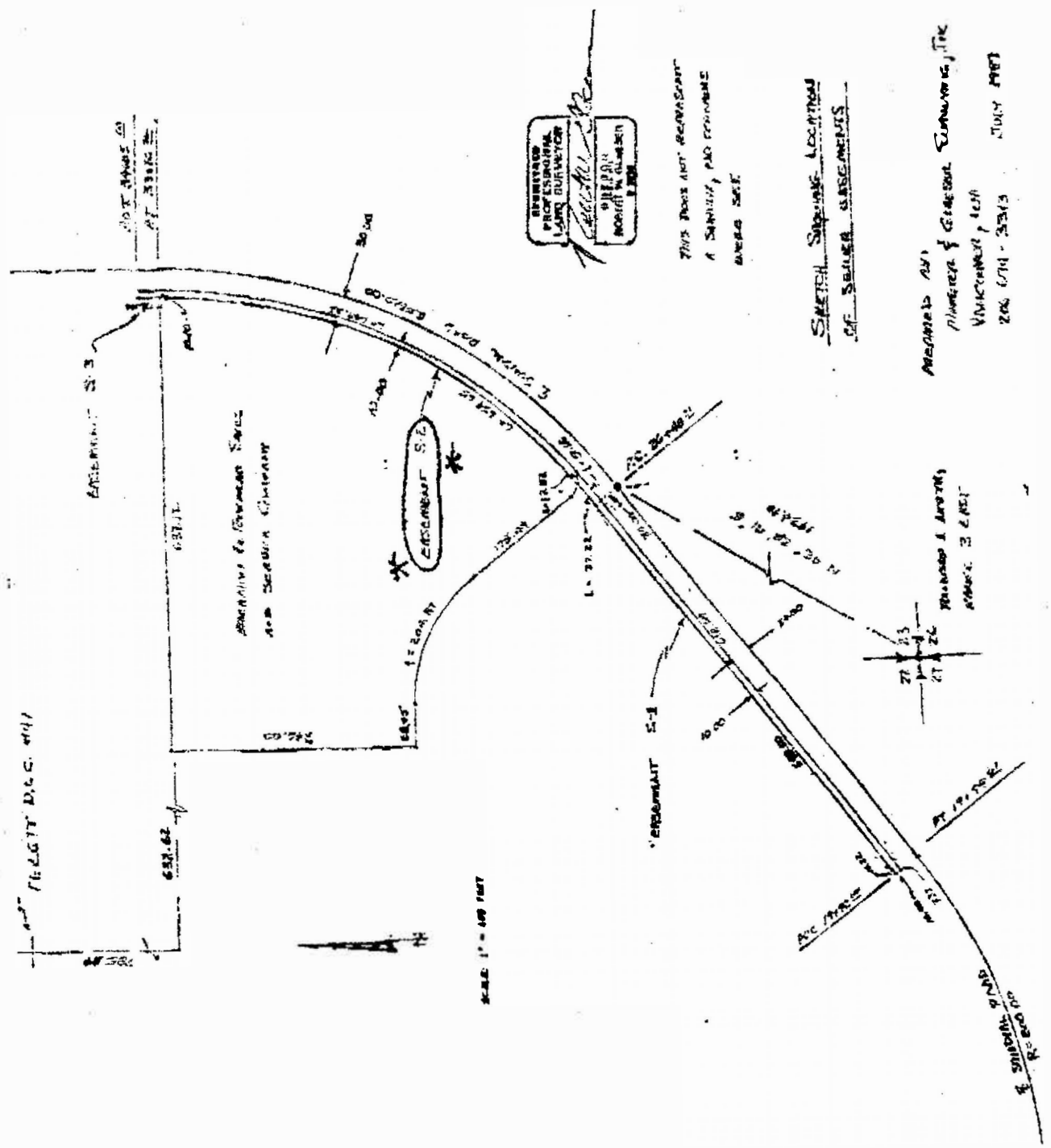
Thence South 88' 44' 17" East a distance of 637.12 feet to a point on the Westerly right-of-way line of Sundial Road, said point being the beginning of a non-tangent 770.00 foot radius curve to the right, said point also being the True Point of Beginning of the easement;

Thence along the arc of said curve to the right along said Westerly right-of-way line, a distance of 649.33 feet, the chord of which bears South 25' 25' 20" West a distance of 630.26 feet;

Thence along the arc of a 30.00 foot radius curve to the right a distance of 17.32 feet, the chord of which bears South 85' 55' 43" West a distance of 17.08 feet;

Thence along the arc of a 760.00 foot radius curve to the left a distance of 654.65 feet the chord of which bears North 25' 56' 25" East a distance of 634.60 feet;

Thence South 88' 44' 17" East a distance of 10.00 feet to the True Point of Beginning;



BENJAMIN
 PROFESSIONAL
 LAND SURVEYOR
 9111 1/2
 NORTH W. 1/4
 T. 10N
 R. 10E

THIS ROAD NOT RECORDED
 A SURVEY, AND CONTAINS
 AREA SEE

SKETCH SURVEY LOCATIONS
 OF SAUER ENCLOSURES

MEASURED BY
 PHILIP J. GIBSON, SURVEYOR, ITC
 VINNOMEN, ITC
 200 674 - 3343 JULY 1987



LEGGETT D.C. 4/11

SCALE: 1" = 400 FEET

S. S. S. ROAD
 R. 10E
 T. 10N

076518*

Returned to-

STATE OF OREGON
Multnomah County

ss.

I, a Deputy for the Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recorded in the record of said County

89 SEP 13 AM 11:22

RECORDING SECTION
MULTNOMAH CO. OREGON

In Book 2236 PAGE 1323

On Page

witness my hand and seal of office affixed.
Recorder of Conveyances

m Burns
Deputy

00 01 10 09 3

RECORD COPY

253

BOOK 2236 PAGE 1323