

RESOLUTION NO. 770-89

A RESOLUTION ACCEPTING A UTILITY EASEMENT ACROSS PROPERTY IN SECTION 22, T1N, R3E, W.M., MULTNOMAH COUNTY, STATE OF OREGON, OWNED BY THE PORT OF PORTLAND.

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:

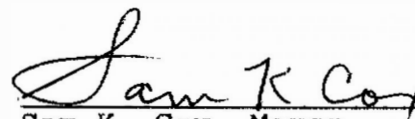
The City does hereby accept the utility easement attached hereto and made part of this document.

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

YEAS 5

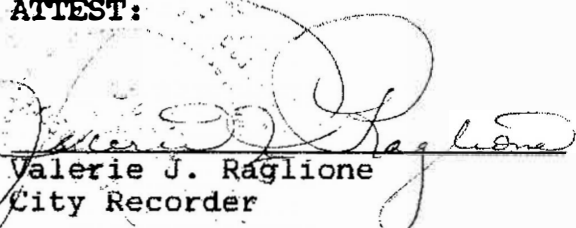
NAYS 0

ABSTAINED 0

  
 \_\_\_\_\_  
 Sam K. Cox, Mayor

Date Signed: AUGUST 10, 1989

ATTEST:

  
 Valerie J. Raglione  
 City Recorder

CS76:18

## UTILITY EASEMENT

PORT OF PORTLAND, a port district of the State of Oregon (hereinafter the "Grantor"), for good and valuable consideration, does grant to CITY OF TROUTDALE, a municipal corporation of the State of Oregon (hereinafter the "Grantee"), a perpetual easement for the purposes outlined and on the areas fully described in Exhibit "A" and Exhibit "B", attached hereto and incorporated by reference herein.

The above grant gives the Grantee the right to repair, maintain, inspect and operate a sewer line within the easement area. The easement shall terminate when no longer used for the purposes described herein.

The Grantor shall pay all costs for installation of such utility line. The plans and specifications for installation shall be approved by the Grantee. The Grantee shall pay for all costs to repair, maintain, inspect and operate said line after installation by the Grantee and acceptance by the Grantor, which includes the cost of restoring any landscaping to its condition and size prior to such repair, maintenance, inspection and operation, as well as replacing any sidewalks, pavement, curbs, driveways, signs, irrigation systems, or other improvement affected by the repair, maintenance, inspection and operation. Prior to any entry upon the easement area for the purposes specified herein, the Grantee shall provide reasonable notice to the Grantor, or its successors.

The Grantee shall fully indemnify, save harmless, and defend the Grantor, its commissioners, officers, and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of any and all damages or injuries to the Grantor or persons or their property, caused by the Grantee's negligent repair, maintenance, inspection or operation of utilities pursuant to this paragraph.

It is understood and agreed that no structure shall be erected upon said easement right-of-way without the written consent of the Grantor and the City Engineer.

This instrument does not grant or convey to the Grantee any title to the surface of the soil or land described herein. This easement shall be a covenant running with the land and shall inure to the benefit of and bind the successors of the Grantor and the Grantee.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed this 18<sup>th</sup> day of August, 19 89.

THE PORT OF PORTLAND, Grantor

Mary Shinn  
ASST. SECRETARY

By

Robert Woodell

APPROVED AS TO LEGAL SUFFICIENCY

J. M. Wallis  
Counsel for The Port of Portland

ACCEPTED, CONFIRMED, and AGREED this 30 day of August, 1989.

THE CITY OF TROUTDALE, Grantee

By San K Co

STATE OF OREGON )  
 ) SS.  
County of Multnomah )

On this 18th day of August, 1989, before me appeared Robert S. Woodell and \_\_\_\_\_, who, being duly sworn, did say that he, Robert S. Woodell, is the ~~President~~ <sup>EXECUTIVE DIRECTOR</sup> and Mary Shinn is the Assistant Secretary of the within named The Port of Portland, a municipal corporation, that the seal to the within instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed by authority of its Board of Commissioners, and Robert S. Woodell and Mary Shinn acknowledged this to be the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first in this certificate written.

Shirley J. Dackington  
Notary Public for Oregon  
My Commission Expires 3-7-90

## EXHIBIT A

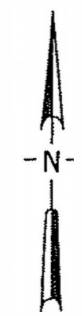
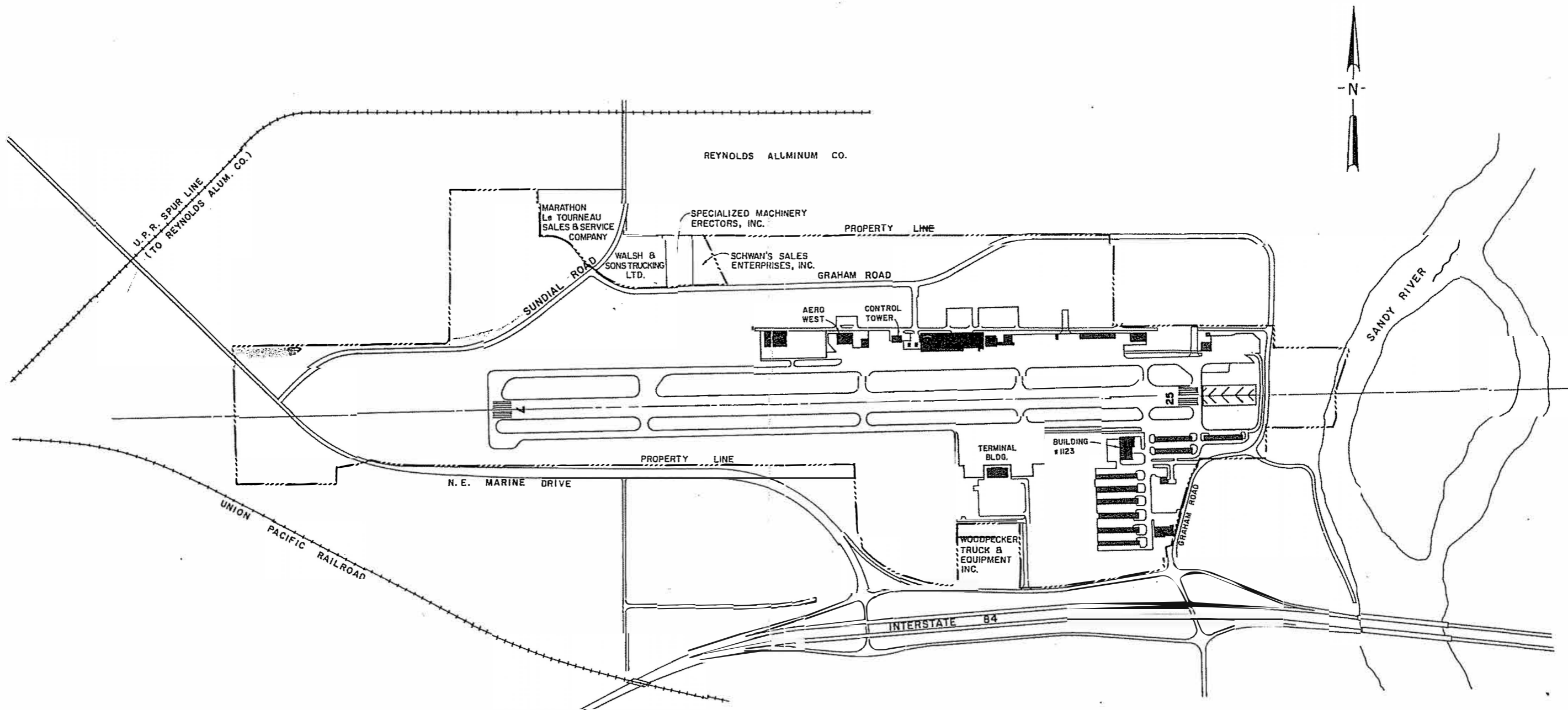
(The bearings and distances in this description are based on a survey by W. L. Caswell in March 1980 for the Port of Portland and filed as survey number 44313 at the Multnomah County Surveyors Office.)

An easement in the Charles Fezett Donation Land Claim Nu. 47, in the Southeast quarter, Section 22, Section 27, Township 1 North, Range 3 East, Willamette Meridian, Multnomah County, Oregon described as follows:

Beginning at the intersection of the North line of "Tract B", a tract of land convey to the Port of Portland as described in deed recorded in Book 1584, Page 1556, Deed Records of Multnomah County, Oregon, and the Easterly right-of-way line of Marine Drive; thence South  $89^{\circ}57'48''$  East along the North line of said Tract B, a distance of 315.27 feet more or less to the East line of the West half of the East half of the Charles Fezett Donation Land Claim; thence South  $89^{\circ}57'48''$  East along the North line of said Tract B, a distance of 15.00 feet; thence South  $00^{\circ}02'12''$  West at right angle to said North line a distance of 10.00 feet; thence North  $84^{\circ}57'48''$  West parallel to said North line a distance of 320.55 feet more or less to the Easterly right-of-way line of Marine Drive; thence North  $44^{\circ}10'22''$  West along said Easterly right-of-way line a distance of 13.95 feet to the Point of Beginning.

## EXHIBIT B

Beginning at the Southwest corner of Section 23, Township 1 North, Range 3 East, Willamette Meridian, Multnomah County, Oregon: Thence North  $42^{\circ} 20' 41''$  East a distance of 1934.90 feet to a point of curvature on the centerline of Sundial Road at Station 26+48.21; Thence North  $36^{\circ} 33' 58''$  West a distance of 30.00 feet to a point on the Northerly right-of-way line of Sundial Road, said point being the True Point of Beginning of the easement; Thence South  $53^{\circ} 26' 02''$  West along said Northerly right-of-way line, a distance of 648.60 feet to the beginning of a 770.00 foot radius curve to the right; Thence along the arc of said curve to the right for a distance of 21.53 feet thru a central angle of  $01^{\circ} 36' 07''$ ; Thence North  $34^{\circ} 57' 51''$  West a distance of 10.00 feet to the beginning of a non-tangent 760.00 foot radius curve to the left; Thence along the arc of said curve to the left a distance of 21.25 feet thru a central angle of  $01^{\circ} 36' 07''$  the chord of which bears North  $54^{\circ} 14' 05''$  East a distance of 21.25 feet; Thence North  $53^{\circ} 26' 02''$  East a distance of 648.60 feet to the beginning of a 760.00 foot radius curve to the left; Thence along the arc of said curve to the left a distance of 37.23 feet thru a central angle of  $02^{\circ} 48' 22''$  to a point on the Southerly line of a tract of land conveyed to Marathon Le Tourneau Sales and Service Company on February 27, 1989 by deed recorded in Book 2181, Page 952, Multnomah County Deed Records, said point also being the beginning on a non-tangent 30.00 foot radius curve to the left; Thence along the arc of said curve to the left, along the Southerly line of said Marathon Le Tourneau Sales and Service Company tract, a distance of 17.32 feet thru a central angle of  $33^{\circ} 05' 39''$ , the chord of which bears North  $85^{\circ} 55' 27''$  East a distance of 17.08 feet to the beginning of a non-tangent 770.00 foot radius curve to the right; Thence along the arc of said curve to the right for a distance of 51.66 feet thru a central angle of  $03^{\circ} 50' 38''$  the chord of which bears South  $51^{\circ} 30' 42''$  West a distance of 51.65 feet to the True Point of Beginning.



 Port of Portland

PORTLAND TROUTDALE AIRPORT

