

RESOLUTION NO. 853-R

A RESOLUTION ACCEPTING A NON-EXCLUSIVE UTILITY EASEMENT FROM MEDICAL MEDIA LABORATORY, INC. OVER, UNDER AND ACROSS PROPERTY IN THE SW 1/4 OF SECTION 23, T1N, R3E, OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF MULTNOMAH AND THE STATE OF OREGON.

WHEREAS, Medical Media Laboratory, Inc., an Oregon Corporation, grants to the City of Troutdale, its successors and assigns an easement over, under, and across the above described property for the purposes of maintaining, repairing, altering or reconstruction of a Pump Station electrical control panel (part of the Marine Drive/Sundial Road LID 89-002 "A").

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

The City hereby accepts the utility easement (and exhibits) attached hereto and made a part of this document.

ADOPTED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS 25TH DAY OF SEPTEMBER 1990.

YEAS 4

NAYS 0

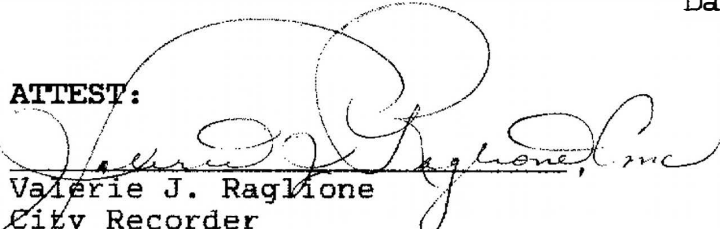
ABSTAINED 0



Sam K. Cox, Mayor

Date Signed: 9/27/90

ATTEST:



Valerie J. Raglione
City Recorder

PW94:86

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That MEDICAL MEDIA
LABORATORY, INC., an Oregon corporation, Grantor, in consideration of the sum
of One Dollar (\$1.00), and other acknowledged, does hereby grant unto Grantee, City of
Troutdale, an easement and right-of-way hereinafter described and as setforth in this
easement agreement and Exhibit A.

Grantee will repair or pay for the relocation and maintenance of the pump station
control panel and the Grantor will pay for and maintain any other improvements or
landscaping within the described easement. The Grantee will replace or repair any
damages which may be sustained during the construction and or maintenance, repair, or
operation of the pump station control panel, 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 at Grantee's expense at which time 'this easement shall
terminate. Removal of Grantee's equipment to include all their materials & restoration of site.

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 the construction and or maintenance, repair, or operation of the pump station
control panel.

MEDICAL MEDIA LABORATORY, INC.
Corporation

By *Carmelina C. Porto*

Title: *President*

EXHIBIT "A"

City of Troutdale

Easement For: Pump Station #2 Electrical Panel &
Portland General Electric Electrical Power Vault

Date: August 21, 1990

Located: in the SW 1/4 of Section 23, T1N, R3E, WM
Multnomah County, Oregon

A non-exclusive easement for ingress, egress and utility purposes over, under and across a strip of land within the following described line:

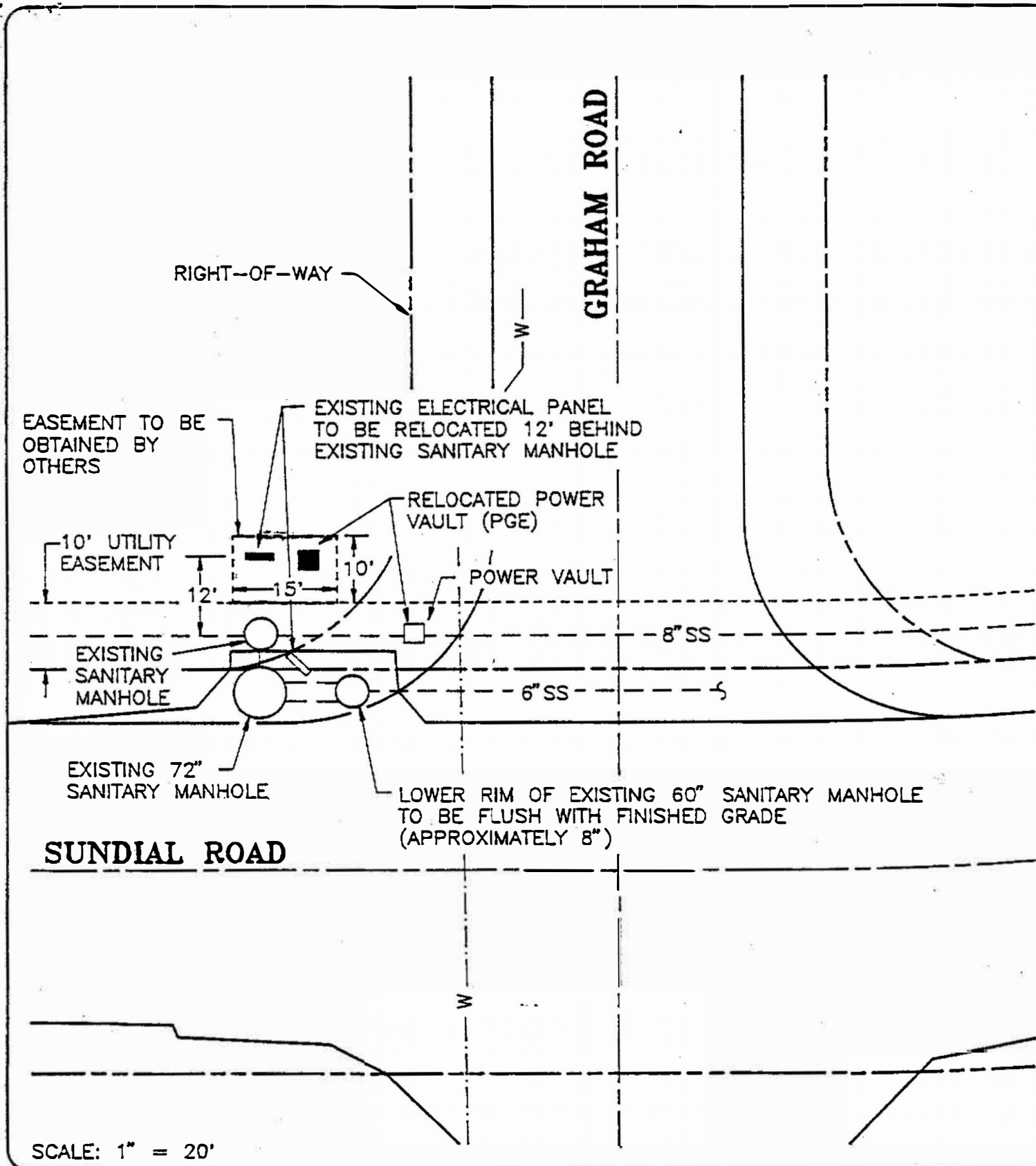
Beginning at the Southwest corner of Section 23, Township 1 North, Range 3 East of the Willamette Meridian, Multnomah County, Oregon; thence North 42° 20' 41" East a distance of 1934.90 feet to a point of curvature on the centerline of Sundial Road at Station 26+48.21; thence North 36° 33' 58" West a distance of 30.00 feet to a point on the Northerly right-of-way line of Sundial Road; thence South 53° 26' 02" West along said Northerly right-of-way line of Sundial Road a distance of 51.66 feet; thence North 36° 33' 58" West a distance of 10.00 feet to the northerly line of a sanitary pipeline easement and said point being the True Point of Beginning:

Thence from said True Point of Beginning: North 36° 33' 58 West a distance of 10.00 feet; thence North 53° 26' 02" East a distance of 15.00 feet; thence South 36° 33' 58" East a distance of 10.00 feet; thence South 53° 26' 02" West along said Northerly sanitary sewer easement line a distance of 15.00 feet to the said True Point of Beginning.


REGISTERED
PROFESSIONAL
LAND SURVEYOR

Edward A. Crane

OREGON
EDWARD A. CRANE



SCALE: 1" = 20'

DATE	 DAVID J. NEWTON ASSOCIATES INCORPORATED CIVIL & GEOLOGICAL ENGINEERING 1201 S.W. 12TH AVE., SUITE 620 PORTLAND, ORE. 97205 • 228-7718	MARINE DRIVE/SUNDIAL ROAD SANITARY SEWER PUMP STATION PUMP STATION #2 ADJUSTMENTS	FIGURE
PROJECT NO.			1

PROJECT NO. - 0182