

A RESOLUTION ACCEPTING A PUBLIC EASEMENT FOR WATERLINES AND APPURTENANCES ASSOCIATED WITH "BUXTON PLACE" WHICH IS SITUATED IN SECTION 25, TOWNSHIP 1 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF TROUTDALE, COUNTY OF MULTNOMAH, OREGON.

WHEREAS, Charles E. and/or Virginia Swan grants to the City of Troutdale a perpetual easement for the purpose of ingress and egress, when necessary, and the right to repair, maintain, inspect and operate waterlines and appurtenances within the easement area.

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

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

ADOPTED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS 22ND DAY OF JANUARY, 1991.

YEAS 6
NAYS 0
ABSTAINED 0

Handwritten signature of Sam K. Cox

Date Signed: JANUARY 24, 1991

Sam K. Cox, Mayor

ATTEST:

Handwritten signature of Valerie J. Raglione

Valerie J. Raglione
City Recorder

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010678

STATE OF OREGON
Multnomah County

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

91 FEB -8 AM 10:07

RECORDING SECTION
MULTNOMAH CO. OREGON

In Book BOOK 2385 PAGE 220 On Page

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

Handwritten signature of M. Butna

Deputy

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## WATERLINE EASEMENT

Charles E. and/or Virginia Swan (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", attached hereto and incorporated by reference herein.

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

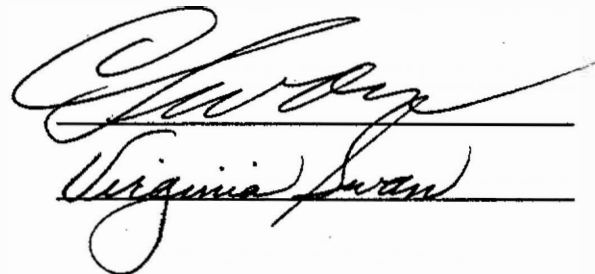
The Grantor shall pay costs for installation of such utility line. The plans and specifications for installation shall be approved by the Grantee. The Grantee shall pay for all costs to repair, maintain, inspect and operate said line after installation by the Grantee and acceptance by the Grantor, which 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, from 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 January, 1991.

  
\_\_\_\_\_  
Virginia Swan

STATE OF OREGON )  
 ) ss:  
County of Clatsop )

On the 18<sup>th</sup> day of January, 1991, personally appeared before me, the above named Charles E. Sultan Virginia Sultan who did execute the foregoing in my presence and acknowledged the same to be their voluntary act and deed.

[Signature]  
Notary Public for Oregon

My Commission Expires: 1-19-91

ACCEPTED, CONFIRMED, and AGREED this 22 day of January, 1991.

THE CITY OF TROUTDALE, GRANTEE

By [Signature]  
City of Troutdale



**WM. F. RINGNALDA, L.S., P.E.**  
 CONSULTING ENGINEER & LAND SURVEYOR  
 879 COTTAGE ST. NE, SALEM, OREGON 97301 • (503) 371-8131

### LEGAL DESCRIPTION

for Fire Hydrants, supply lines and access.

A strip of land 10 feet in width, 5 feet on either side of the following described centerline:

Beginning at a point on the East line of Buxton Road at a point which is 300 feet North of a point on the South line of Lot 9 of Section 25, Township 1 North, Range 3 East of the Willamette Meridian, in the City of Troutdale, County of Multnomah, Oregon and running thence East 90 feet.

ALSO, a strip of land 10 feet in width, 5 feet on either side of the following described centerline:

Beginning at a point on the East line of said Buxton Road at a point which is 625 feet North of a point on the South line of said Lot 9 and running thence North 50° East 33 feet; thence North 83° East 60 feet.

TOGETHER WITH a right of access over a 32 foot wide roadway, 16 feet on either side of the following described centerline:

Beginning at a point on the South line of 8th Street (50 feet wide) on the Southerly projection of the centerline of Dora Street in said City and running thence South along said projected centerline 44.0 feet to the beginning of a 52 foot radius curve to the right; thence along said 52 foot radius curve 81.70 feet (through an arc of 90°); thence West 26.0 feet to the beginning of a 52 foot radius curve to the left; thence along said 52 foot radius curve 81.70 feet (through an arc of 90°); thence again South, parallel to said extended centerline, 416.5 feet, to the entrance to a cul-de-sac; thence along a 73.38 foot radius curve to the left, 83.2 feet to the center of said cul-de-sac and the terminus of this easement.

REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR

OREGON  
 JULY 14, 1967  
 WM. F. RINGNALDA  
 815

10-12-90