

Ret: City of Troutdale
104 SE Kibling
Troutdale OK 97060

RESOLUTION NO. 1157

A RESOLUTION ACCEPTING AN EASEMENT FOR PUBLIC UTILITY PURPOSES FROM BURNS BROS., INC. ON TAX LOTS 98 & 113, SECTION 26, T1N, R3E, WM AND PARCEL 2 OF PARTITION PLAT NO. 1992-134, SECTION 26, T1N R3E WM

WHEREAS, Burns Bros., Inc. has developed a commercial enterprise on Tax Lots 98 & 113, Section 26, T1N, R3E and Parcel 2 of Partition Plat No. 1992-134, and

WHEREAS, Tax Lot 113, Tax Lot 98 and Parcel 2 of Partition Plat 1992-134 are bordered on the south by a storm water drainage ditch, and

WHEREAS, Tax Lot 98 is bordered on the west by a storm water drainage ditch, and

WHEREAS, the Sandy Drainage District and the City of Troutdale need access to this drainage ditch, as shown on attached easement labeled Exhibit A, to maintain, inspect and operate this drainage system, and

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

A public utility easement, more particularly described as follows, be accepted.

25' from the top of the north bank of the drainage ditch located on the Southern property line of Lot 113, Section 26, T1N, R3E WM, and

25' from the top of the north bank of the drainage ditch located on the Southern property line of Parcel 2 of Partition Plat No. 1992-134, Section 26, T1N R3E, WM

25' from the top of the north bank of the drainage ditch located on the Southern property line of Lot 98, Section 26, T1N, R3E, WM

25' from the east bank of the drainage ditch located on the Westerly property line of Lot 98, Section 26, T1N, R3E, WM

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Tax Lot 98 Described in Book 2108 Page 1690 (1988)
Tax Lot 113 Described in Book 2089 Page 2256 (1999)

lot 2

95 78864

YEA: 6
NAYS: 0
ABSTAINED: 0

Paul Thalhofer
Paul Thalhofer, Mayor

Dated: FEBRUARY 15, 1995

George Martinez
George Martinez
City Recorder

Adopted: 2/14/95

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

95 JUL - 5 AM 11: 22

RECORDING SECTION
MULTNOMAH CO., OREGON

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

C Swick
Deputy

*Ret: City Troutdale
104 SE Kibling
Troutdale OR 97060*

GRANT OF UTILITY EASEMENT

BURNS BROS., INC., a corporation organized under the laws of the State of Oregon with principal offices located at 516 SE Morrison Street, Portland OR 97214 (hereinafter the "Grantor"), for good and valuable consideration, does grant to the 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 below and as shown on Exhibit "A", attached hereto and incorporated by reference herein.

Legal Description:

25' from the top of the north bank of the drainage ditch located on the Southern property line of Lot 113, Section 26, T1N, R3E WM, and

25' from the top of the north bank of the drainage ditch located on the Southern property line of Parcel 2 of Partition Plat No. 1992-134, Section 26, T1N R3E, WM

25' from the top of the north bank of the drainage ditch located on the Southern property line of Lot 98, Section 26, T1N, R3E, WM

25' from the east bank of the drainage ditch located on the Westerly property line of Lot 98, Section 26, T1N, R3E, WM

The Grant of Easement gives the Grantee the right of ingress and egress to repair, maintain, inspect and operate a drainage system as described above.

The Grantee shall pay for all costs to repair, maintain, inspect and operate said ditch, 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 pavement or other improvement affected by the repair, maintenance and operation. Prior to any entry upon the easement area for 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 officers, agents 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 Grantee's negligent repair, maintenance, inspection or operation of utilities pursuant to this paragraph.

In the event any lot is created from existing land, the Owner of the newly created lot shall possess an undivided interest in the Grant of Easement and shall participate and be equally bound as Grantor of the Easement.

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 Grantee.

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 Grantee.

The Grantor may not modify, withdraw from or dissolve this Grant of Easement without the written approval of the Grantee or its successors.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be

executed this 18 day of January, 1995.

BURNS BROS., INC.

By: L Kirk French

Title: President, Burns Bros Travel Stops

STATE OF Oregon)

COUNTY OF Multnomah)

ss.

Personally appeared before me L. Kirk French

and acknowledged the foregoing instrument to be his voluntary act and deed.

Jackie Cannon
Notary Public for Burns Bros., Inc.

My Commission Expires: 11-20-95



