

RESOLUTION NO. 1275

A RESOLUTION ACCEPTING A SANITARY SEWER EASEMENT IN CHERRY RIDGE PLAT PHASE II FROM CHERRY RIDGE LIMITED PARTNERSHIP

WHEREAS, it was found that this public sanitary sewer easement was necessary to meet the demands of the public health, safety and welfare; and

WHEREAS, Cherry Ridge Limited Partnership, the property owner of this land, agrees to dedicate this sanitary sewer easement to the City of Troutdale at no cost to the City; and

WHEREAS, it is understood between both parties that this easement will remain in effect until such time as the City may relinquish it; and


WHEREAS, City staff reviewed the attached written description of this easement and found the language to be in compliance with City ordinances; and

WHEREAS, the physical size of this sanitary sewer easement was found to be adequate for City staff to gain access to service the sanitary sewer main which this easement encloses.


NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE

That a sanitary sewer easement granted to the City by Cherry Ridge Limited Partnership in Cherry Ridge Plat Phase II, as further described on the attached easement which is made a part hereof, is accepted.

YEAS: 6
NAYS: 0
ABSTAINED: 0


Paul Thalhofer, Mayor

Dated: 8-28-96


Debbie Stickney, Deputy City Recorder

Adopted: 8-27-96

PLEASE RETURN TO:
GEORGE MARTINEZ, CITY RECORDER
CITY OF TROUTDALE
104 SE KIBLING AVE.
TROUTDALE, OR 97060

C:\PWAUG96\CHR2RESO

Recorded in the County of Multnomah, Oregon
C. Swick, Deputy Clerk

 20.00

96162427 3:36pm 10/25/96

003 50003447 05 04
E79 4 0.00 20.00 0.00 0.00

194

AGREEMENT FOR EASEMENT



THIS AGREEMENT, Made and entered into this _____ day of _____, 19_____,
by and between Cherry Ridge Limited Partnership
hereinafter called the first party, and City of Troutdale
_____, hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in Multnomah
County, State of Oregon, to-wit:

A strip of land, 15.00 feet wide, in the northwest one-quarter of Section 35,
T. 1N, R.3E., W.M., City of Troutdale, Multnomah County, Oregon, the centerline
of said strip being more particularly described as follows: Beginning at a point
on the east line of the northwest one-quarter of said Section 35, which point bears
N.00°06'26"W., 5.32 feet from the southeasterly corner of Partition Plat Number
1993-97 (basis of bearings is the east line of the northwest one-quarter of said
Section 35: N.00°06'26"W.); thence N.39°57'20"W. parallel and 3.00 feet south-
westerly from, when measured at right angles, to the line common to Lots 77 and 78 of
"Cherry Ridge No. 2," 154.03 feet to the easterly line of S.W. North Star Loop
and the terminus of this strip. The sidelines of this strip shall be lengthened
or shortened as necessary to meet the easterly line of S.W. North Star Loop, the
east line of the northwest one-quarter of said Section 35 and the northerly line
of Cherry Park Road (County Road No. 4849).

(See attached legal description and map)

and has the unrestricted right to grant the easement hereinafter described relative to said real estate;

NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the second
party to the first party paid and other valuable considerations, the receipt of all of which hereby is acknowl-
edged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party

Public Access & Utility Easement

(Insert here a full description of the nature and type of the easement granted to the second party.)

The second party shall have all rights of ingress and egress to and from said real estate (including the
right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging
branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of
the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above de-
scribed real estate.

The second party hereby agrees to hold and save the first party harmless from any and all claims of
third parties arising from second party's use of the rights herein granted.

The easement described above shall continue for a period of forever, always subject,
however, to the following specific conditions, restrictions and considerations:

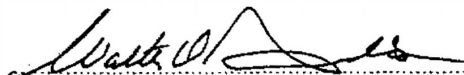
If this easement is for a right of way over or across first party's said real estate, the center line of said easement is described as follows:

and second party's right of way shall be parallel with said center line and not more than feet distant from either side thereof.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest as well.

In construing this agreement and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this, the day and year first hereinabove written.


Walter D. Gradahl, III

[If the above named first party is a corporation, use the form of acknowledgment opposite.]

(ORS 93.490)

STATE OF OREGON,) ss.

County of, 19.....

Personally appeared the above named.....

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

Before me:

(OFFICIAL
SEAL)

Notary Public for Oregon

My commission expires:

STATE OF OREGON, County of Washington) ss.


November 13, 1995

Personally appeared Walter D. Gradahl, III

who, being duly sworn, each for himself and not one for the other, did say that the former is the Chairman & CEO

president and that the latter is the secretary of GSL Properties, Inc.
General Partner of Cherry Ridge Limited Partnership, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:


Notary Public for Oregon

My commission expires:

March 30, 1996

(OFFICIAL
SEAL)



OFFICIAL SEAL
SHARYL K. AKWENUKE
NOTARY PUBLIC - OREGON
COMMISSION NO. 014275

MY COMMISSION EXPIRES MAR. 30, 1996

AGREEMENT
FOR EASEMENT
BETWEEN

AND

AFTER RECORDING RETURN TO

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON, County of) ss.

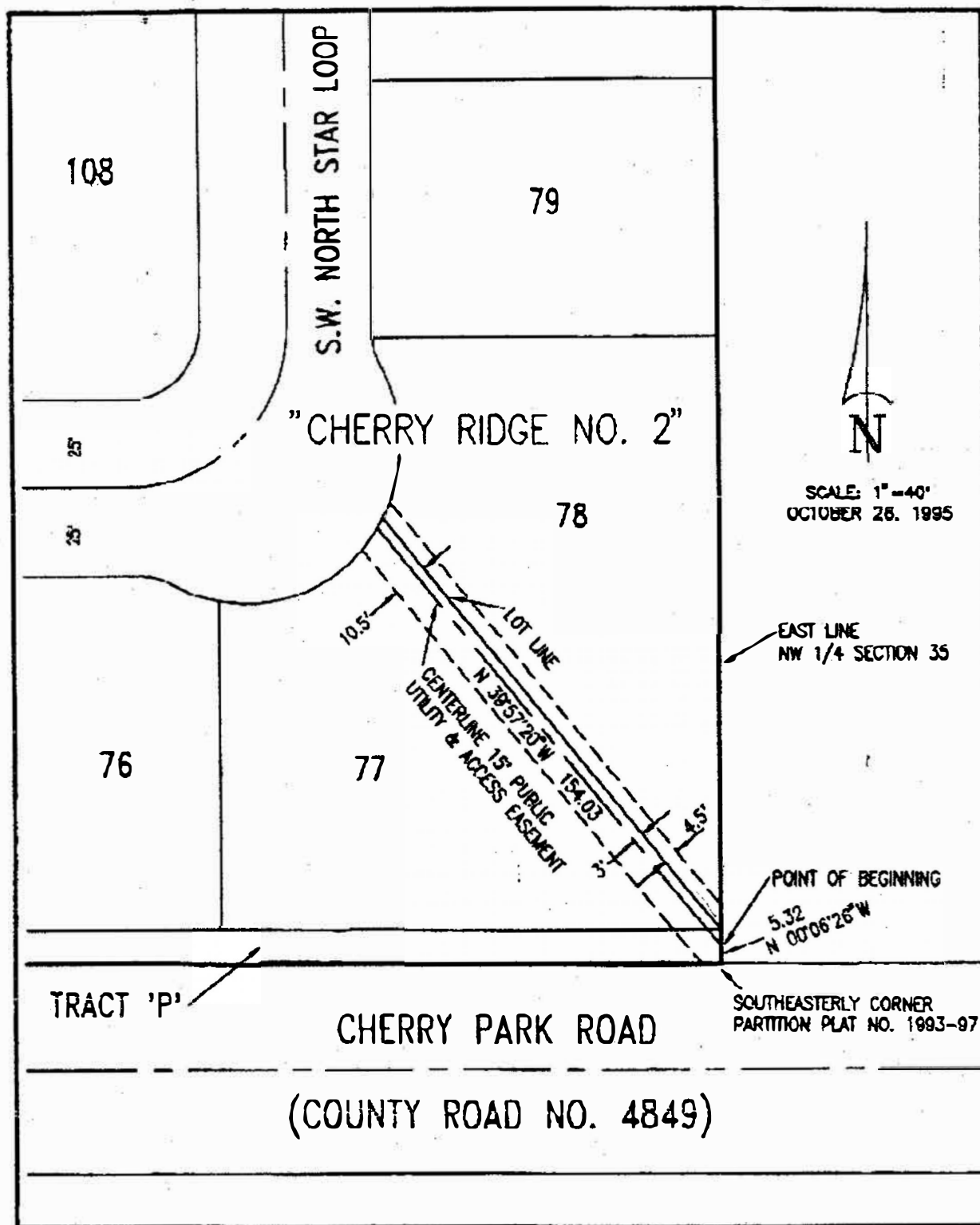
I certify that the within instrument was received for record on the day of, 19....., at o'clock...M., and recorded in book/reel/volume No. on page or as document/fee/file/instrument/microfilm No. Record of of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By Deputy



**PUBLIC UTILITY
AND ACCESS EASEMENT
"CHERRY RIDGE NO. 2"
October 26, 1995**

otak
INCORPORATED

surveyors
engineers
planners

17355 S.W. BOONES FERRY ROAD
LAKE OSWEGO, OREGON 97035
(503) 635-3818 FAX (503) 635-5395