

RESOLUTION NO. 1365

A RESOLUTION GRANTING AN EASEMENT FOR A PORTION OF TRACT A, TROUTDALE TOWN CENTER, TO GORGE EQUITIES, LLC.

WHEREAS, Gorge Equities, LLC is the owner of real property described as Lot 4, Troutdale Town Center, Multnomah County, Oregon; and

WHEREAS, the City of Troutdale is the owner of real property described as Tract A, Troutdale Town Center, Multnomah County, Oregon; and

WHEREAS, Gorge Equities, LLC is constructing an office building on Lot 4, which is adjacent to a portion of Tract A; and

WHEREAS, Gorge Equities, LLC desires to provide a dual entryway to its office building, with one entryway providing access to the stairway within Tract A; and

WHEREAS, providing the dual entryway requires the construction of a concrete slab approximately twelve feet long and four feet wide within the City's Tract A; and

WHEREAS, the City desires to encourage and enhance pedestrian access by granting an easement for construction of the slab, subject to certain safeguards for the City.

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

That the City of Troutdale grants an easement, which is attached hereto and made a part hereof, to Gorge Equities, LLC for a portion of Tract A, Troutdale Town Center.

YEAS:	<u>6</u>
NAYS:	<u>0</u>
ABSTAINED:	<u>0</u>


Paul Thalhofer, Mayor

Dated: 3-13-98


George Martinez, City Recorder

Adopted: March 10, 1998

After recording, return to:

David R. Ambrose
Ambrose Hanlon LLP
1670 KOIN Center
222 SW Columbia Street
Portland, OR 97201

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered into effective this 19th day of March, 1998, by and between The City of Troutdale, a municipal corporation ("City") and Gorge Equities, LLC, an Oregon limited liability company ("Gorge").

Recitals

- A. Gorge is the owner of the real property described as Lot 4, TROUTDALE TOWN CENTER, Multnomah County, Oregon (the "Gorge Property").
- B. City is the owner of the real property described as Tract A, TROUTDALE TOWN CENTER, Multnomah County, Oregon (the "City Property").
- C. Gorge is constructing an office building (the "Office Building") upon the Gorge Property.
- D. The architectural plans for the Office Building provide for a dual entry way, as depicted on the pictorial representation attached hereto as Exhibit "A."
- E. In order to construct the Office Building as depicted on Exhibit "A," Gorge has requested the City grant permission to Gorge to construct a freestanding concrete slab (the "Slab") approximately four feet wide and twelve feet long on a portion of the City Property, as depicted on the site plan described on the attached Exhibit "B," for the benefit of the Gorge Property. Attached hereto as Exhibit "C" is a description of the details of the Slab.
- F. The City is willing to allow Gorge to use a portion of the City Property for such purpose upon the terms and conditions contained in this Agreement.

Now, therefore, in consideration of the mutual terms and conditions set forth herein, the parties hereto agree as follows:

Agreement

Section 1. Grant of Easement. The City hereby grants Gorge, its successors and assigns, a perpetual easement (the "Easement") on, over and across a portion of the City Property, for the purpose of constructing and maintaining an approximately four foot wide by twelve foot long concrete slab ("Slab") that will provide access from the Office Building's entry to the City's sidewalk and the top of the stair landing. This Easement will be appurtenant to and for the benefit of the Gorge Property, and shall run with both the Gorge Property and the City Property.

Section 2. Construction Requirements. Gorge agrees the Slab will not be structurally connected to or rely upon the Office Building or the City's stairs for support. The Slab will be constructed substantially as shown on the attached Exhibit B. All work will be done by contractors' under contract with Gorge, and Gorge will be solely responsible for all costs associated with the construction and maintenance of the Slab, and for the repair or replacement of the City's underground utilities, stairs or other facilities on the City Property damaged during Gorge's construction activities.

Section 3. City's Right to Access. The City will have the right to remove or demolish the Slab only if the City determines doing so is necessary to access its underground utilities, or for other substantially similar purposes.

In such event, it is hereby mutually acknowledged that the City will not be responsible to reconstruct the Slab but that Gorge shall have the right, at its own expense, to reconstruct the Slab to substantially its former condition.

Section 4. **Code Compliance.** Gorge shall have the obligation to keep the Slab in compliance with all applicable codes and cause the same to be in a neat, clean and safe condition at all times. Gorge shall be permitted use of and access over and across so much of the City Property as is necessary to construct and maintain the Slab.

Section 5. **Indemnification.** Gorge shall defend, indemnify and hold City harmless from any claim, loss, damage, liability, cost or expense arising in any manner out of the use of the Easement and/or the failure of Gorge to perform any of its obligations hereunder. Gorge assumes all risk arising out of use of the Easement and/or the Slab or otherwise arising out of this Easement Agreement.

Section 6. **City's Right to Revoke.** The City, for reasonable cause, shall have the right to terminate this Agreement by providing at least 30 days' advance written notice to Gorge or its heirs or successors. In such event, Gorge shall remove the Slab, and Gorge shall be responsible for construction, at its expense, of a guardrail that complies with appropriate code requirements to eliminate any safety hazards resulting from removal of the Slab.

Section 7. **Recording.** Upon execution of this Agreement, Gorge shall be entitled to cause the same to be recorded at its sole cost and expense.

Section 8. **Successor and Assigns.** This Agreement, including specifically, but not limited to, Gorge's liabilities and responsibilities imposed herein, shall be binding upon Gorge's successors and assigns.

IN WITNESS WHEREOF, this Agreement has been executed effective as of the day and year first above written.

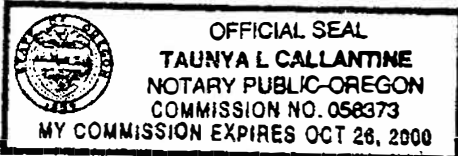
GORGE EQUITIES, LLC

CITY OF TROUTDALE

By: John Joel Mayer
Its: Managing Member

By: Paul Thalhofer
Its: MAYOR

STATE OF OREGON)
County of Multnomah) ss.

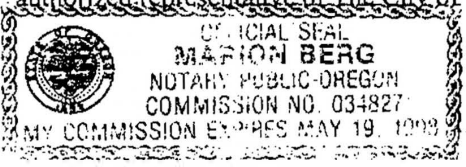


This instrument was acknowledged before me on March 19, 1998, by John T. Mayer, authorized member of Gorge Equities, LLC.

Taunya L Callantine
Notary Public for Oregon
My commission expires: 10-26-00

STATE OF OREGON)
County of Multnomah) ss.

This instrument was acknowledged before me on March 16, 1998, by Paul Thalhofer, authorized representative of The City of Troutdale.



Marion Berg
Notary Public for Oregon
My commission expires: 5-18-98

EXHIBIT "A" TO
EASEMENT AGREEMENT

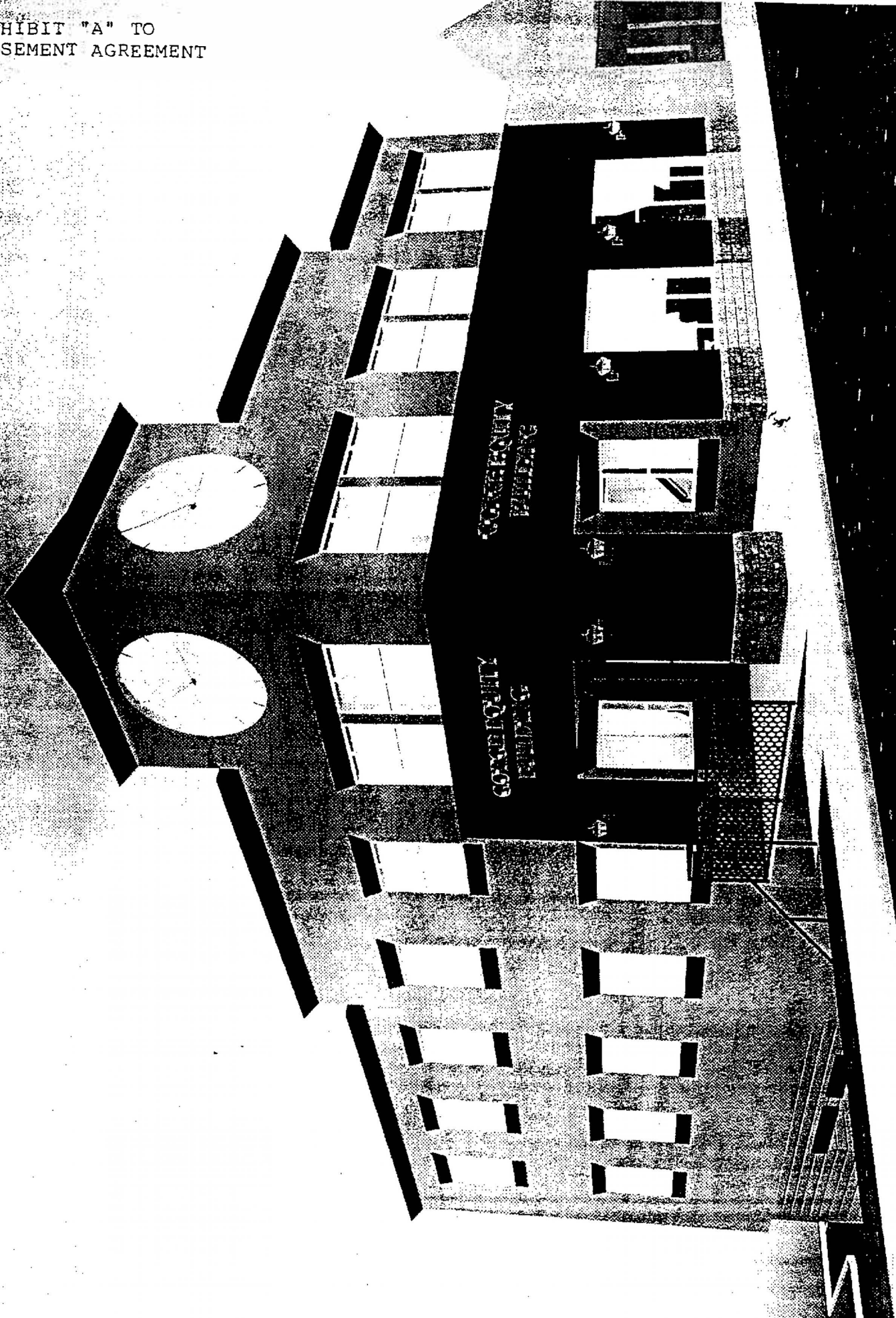


Exhibit "B" to Easement Agreement

BOOK _____ PAGE _____

TROUTDALE TOWN CENTER
 LOCATED IN THE NORTHWEST 1/4 OF
 SECTION 25, T. 1 N., R. 3 E., W.M.,
 CITY OF TROUTDALE
 MULTNOMAH COUNTY, OREGON

SURVEYED: JUNE 3, 1996

- DENOTES FOUND MONUMENT AS NOTED.
- DENOTES SET 5/8" X 30" IRON ROD W/IPC MARKED "G & L LAND SURVEYING, INC."
- DENOTES 5/8" X 30" IRON ROD W/IPC MARKED "G & L LAND SURVEYING, INC." TO BE POST MONUMENTED.
- SET ON _____
- DENOTES FOUND
- DENOTES IRON ROD
- DENOTES IRON PIPE
- DENOTES WITH YELLOW PLASTIC CAP
- DENOTES SQUARE FEET

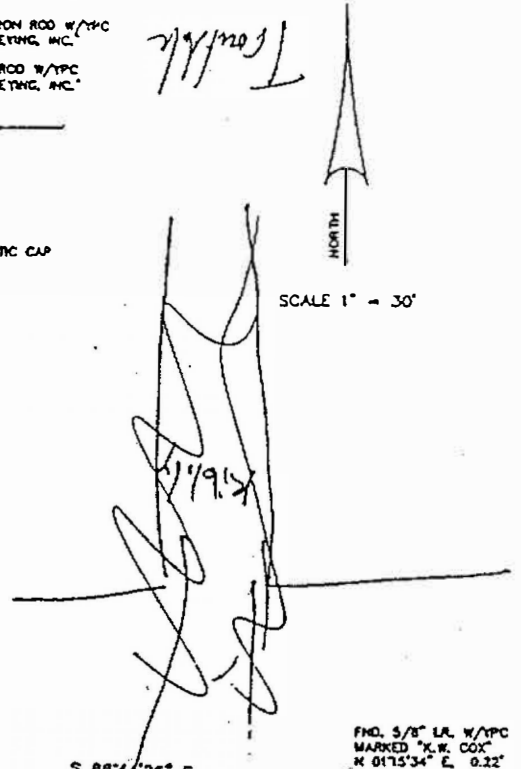


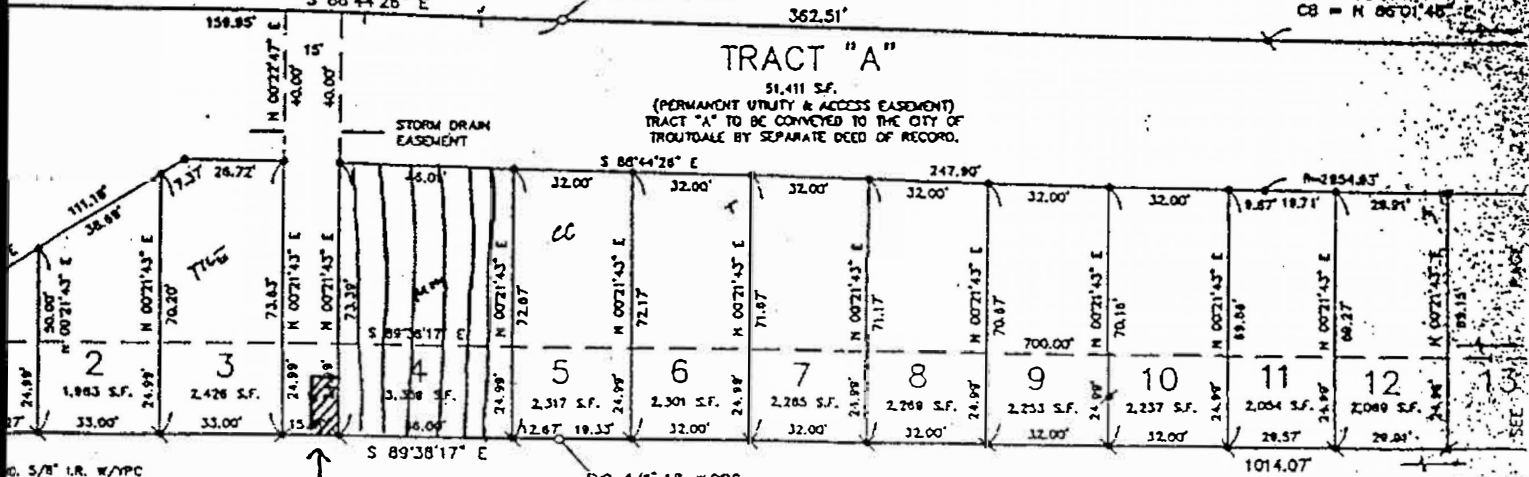


Exhibit "B"
 Tract "A" = City Property
 = Gorge Property
 = Easement Property

Δ = 1027.32'
 R = 2914.93'
 L = 532.10'
 CH = 531.36'
 CB = N 86°01'48"

NO. 5/8" I.R. W/IPC MARKED "X.W. COX" N 01°53'4" E, 0.18'

FOUND 5/8" I.R. W/IPC MARKED "X.W. COX" N 01°15'34" E, 0.22'



Easement Property
 (not to scale) (For illustration purposes only)

EAST HISTORIC COLUMBIA RIVER HIGHWAY

BUXTON AVENUE

DORA AVENUE

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
 MARK A. LICHTENHALER
 2445

I HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE PLAT OF "TROUTDALE TOWN CENTER".

EXP. 12-31-96

PAGE 1 OF 3
 PLAT PREPARED BY:
 G & L LAND SURVEYING, INC.
 8116 S.W. NIMBUS AVE.
 BEAVERTON, OREGON 97005
 PHONE: 641-0308
 JOB NO. 1549



**BERRY-NORDLING
ENGINEERS, INC.
CIVIL-STRUCTURAL**

3607 S.W. CORBETT AVENUE
PORTLAND, OREGON 97201
503-227-7783 / FAX 227-7784

Conference Job MAJESTIC MORTGAGE EXTERIOR SLAB

Phone Subject DETAILS

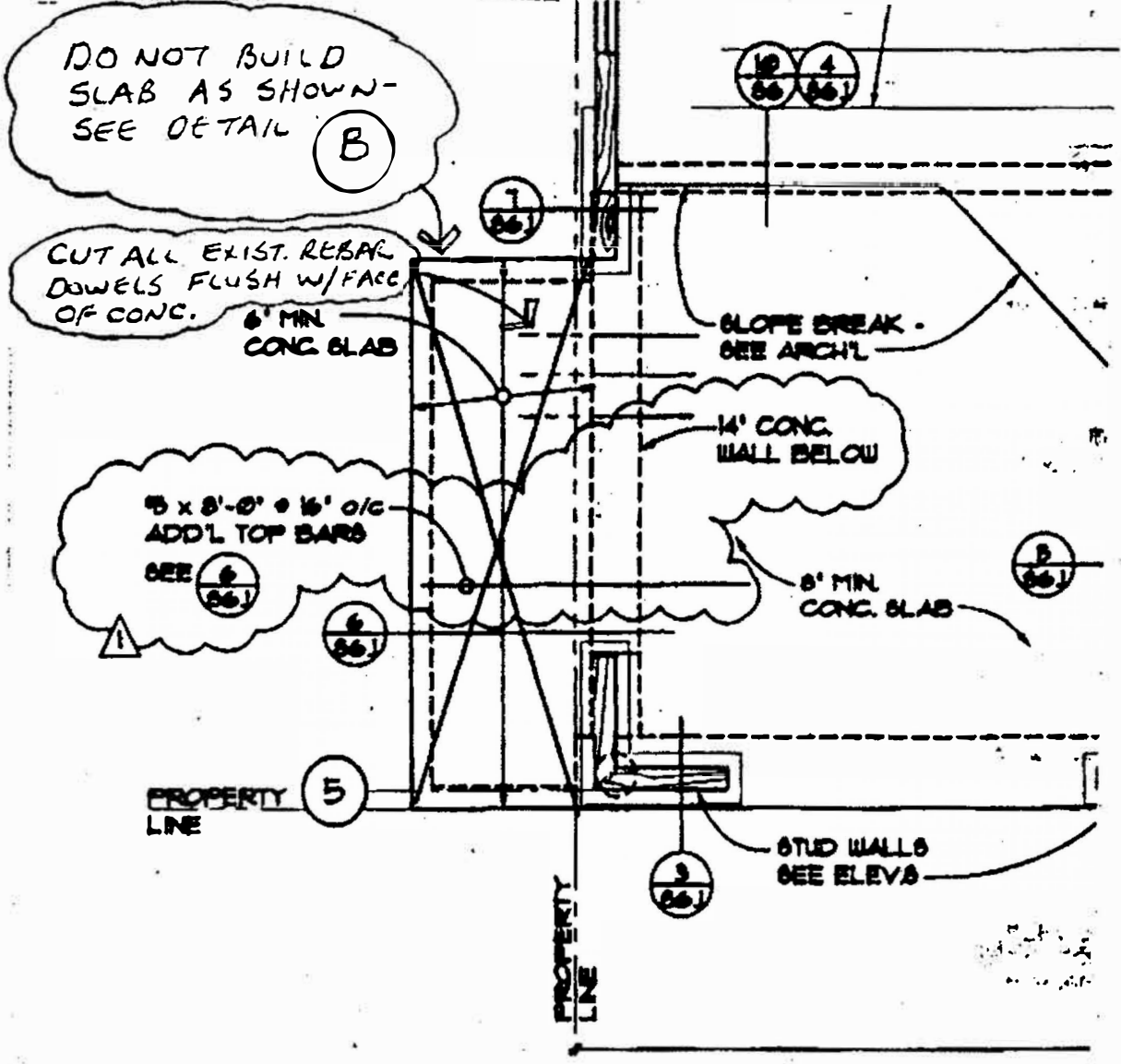
Field With _____

Memo To MARK SEBER Job No. 98-049

Job Observation Weather Condition _____ Date 2/5/98

Distribution SEBER ARCH. Time _____

BY JAT



A PART FIRST FLOOR FRAMING PLAN
REF. DWG. 51



Conference

Job MAJESTIC MORTGAGE EXTERIOR SLAB

Phone

Subject DETAILS

Field

With _____

Job No. 98-049

Memo

To MARL SEGER

Date 2/5/98

Job Observation

Weather Condition _____

Time _____

Distribution SEGER ARCH.

By JAT



B PART FIRST FLOOR FRAMING PLAN
(REVISED)



**BERRY-NORDLING
ENGINEERS, INC.
CIVIL-STRUCTURAL**

3607 S.W. CORBETT AVENUE
PORTLAND, OREGON 97201
503-227-7783 / FAX 227-7784

Conference

Job MAJESTIC MORTGAGE EXTERIOR SLAB

Phone

Subject DETAILS

Field

With _____

Job No. 98-049

Memo

To MARK SEDER

Date 2/5/92

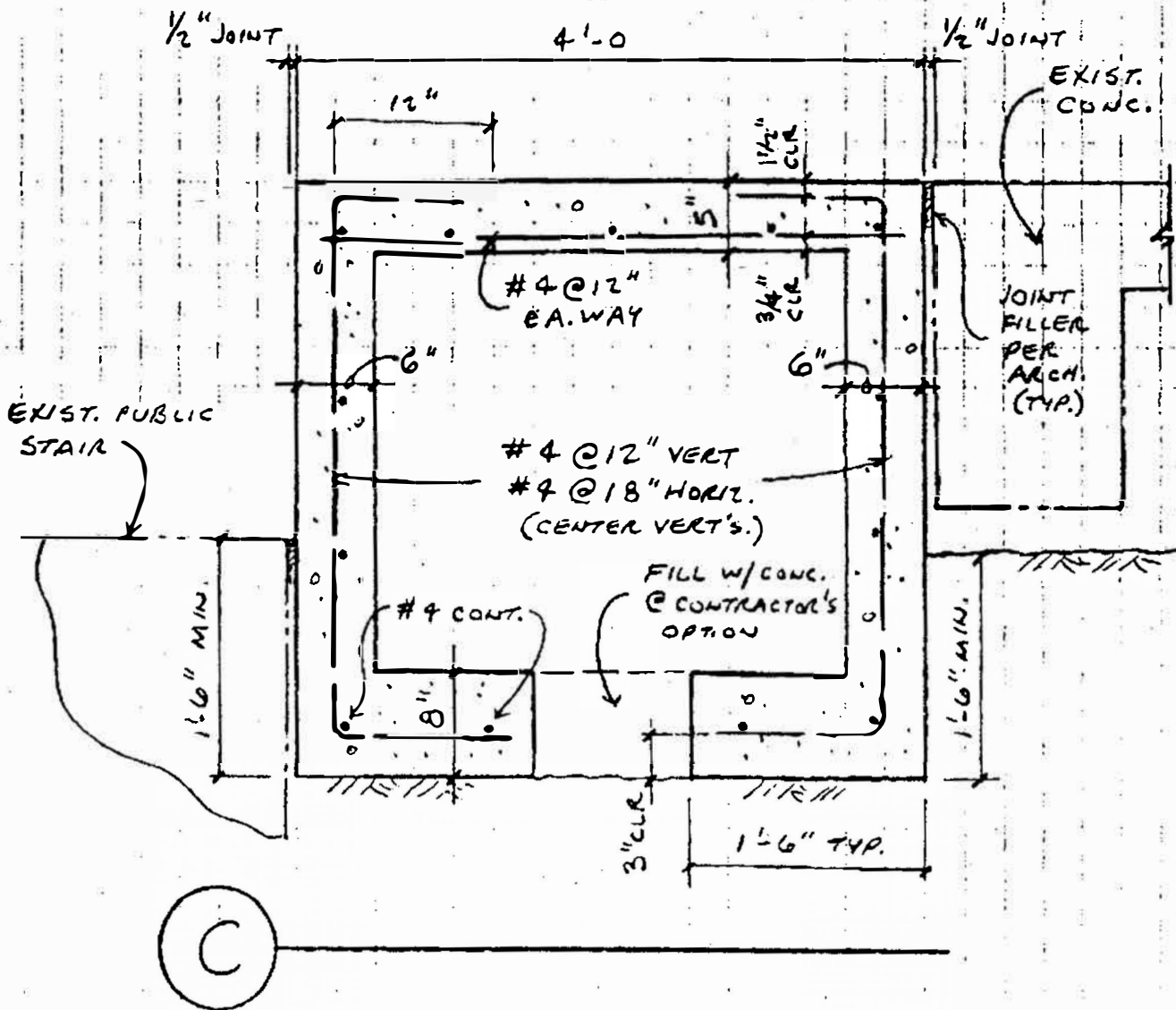
Job Observation

Weather Condition _____

Time _____

Distribution SEDER ARCH.

By JAT





**BERRY-NORDLING
ENGINEERS, INC.**
CIVIL-STRUCTURAL

3607 S.W. CORBETT AVENUE
PORTLAND, OREGON 97201
503-227-7783 / FAX 227-7784

Conference Job MAJESTIC MORTGAGE EXTERIOR SLAB

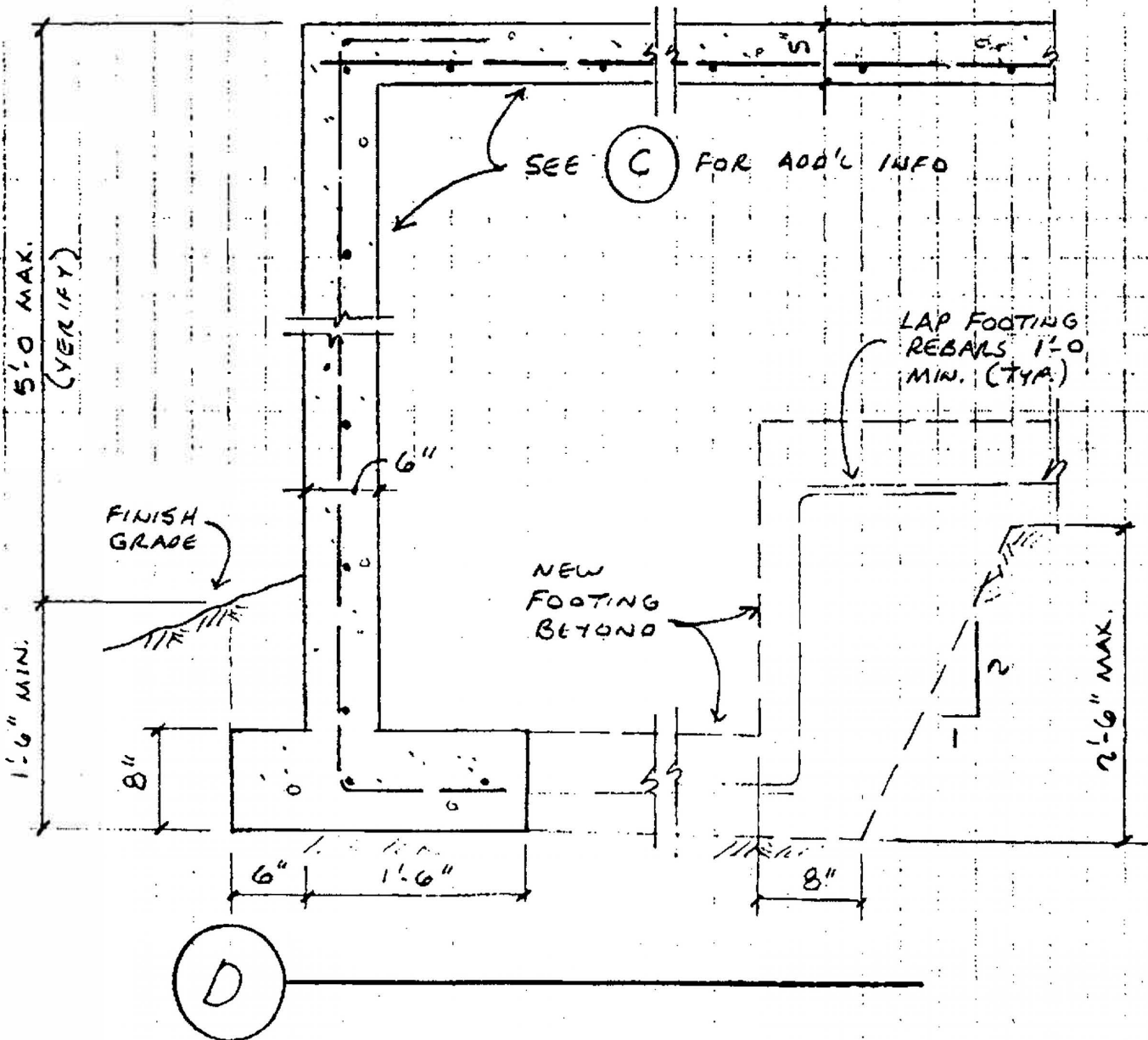
Phone Subject DETAILS

Field With _____ Job No. 98-049

Memo To MARK SEBER Date 2/5/98

Job Observation Weather Condition _____ Time _____

Distribution SEBER ARCH. By JAT





Conference

Phone

Field

Memo

Job Observation

Distribution SEGER ARCH.

Job MAJESTIC MORTGAGE EXTERIOR SLAB

Subject DETAILS

With _____

To MALL SEGER

Weather Condition _____

Job No. 98-049

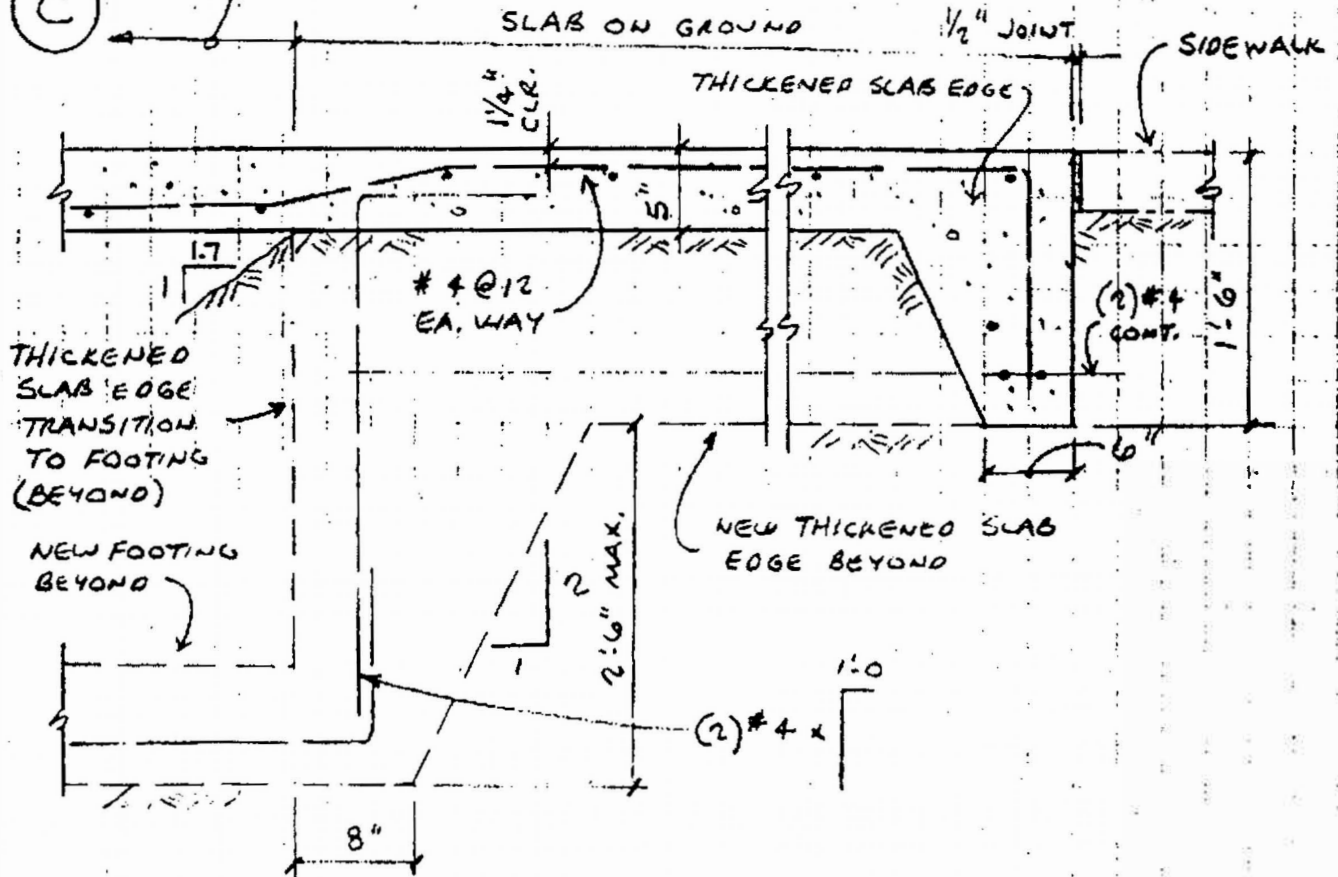
Date 2/5/98

Time _____

By JAT

STRUCTURAL
SLAB - SEE

(C)



(E)

TOTAL P.08