

RESOLUTION NO. 1504

A RESOLUTION ACCEPTING AN EASEMENT FROM REYNOLDS METALS COMPANY IN TAX LOT 1N3E24C1200 FOR THE WATER POLLUTION CONTROL FACILITY CONVEYANCE PIPELINES

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The City is currently constructing a new water pollution control facility northeast of the Troutdale Airport.
2. Raw sewage will be conveyed from the vicinity of the existing treatment plant in a conveyance pipe that goes northerly underneath I-84 and along Harlow Place and Graham Road to the new site.
3. Treated effluent will be conveyed from the new site in a conveyance pipe that goes southerly along Graham Road and Harlow Place to an outfall into the Sandy River.
4. The optimum location of the conveyance pipelines includes a portion of Tax Lot 1N3E24C1200 owned by Reynolds Metals Company.
5. The City has requested a permanent easement and a temporary construction easement from Reynolds Metals Company, which have been granted subject to acceptance by the City in the proposed Resolution.

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

That the City accepts from Reynolds Metals Company an easement attached hereto and made a part hereof in Tax Lot 1N3E24C1200, as more particularly shown in Exhibits A, B, C, and D thereto, for the water pollution control facility conveyance pipelines.

YEAS: 7
NAYS: 0
ABSTAINED: 0


Paul Thalhofer, Mayor

Dated: 7-26-00


Debbie Stickney, City Recorder

Adopted: 7-25-00

Return To:
City Recorder
City of Troutdale
104 SE Kibling Ave.
Troutdale, OR 97060

EASEMENT

THIS EASEMENT is made as of June 29, 2000, between REYNOLDS METALS COMPANY, a Delaware corporation ("Grantor") and CITY OF TROUTDALE, AN Oregon municipal corporation ("Grantee").

1. Granting Clause and Consideration. For good and valuable consideration, receipt and sufficiency of which is acknowledged, Grantor hereby grants and conveys unto Grantee, its successors and assigns, (i) a permanent easement ten foot (10') in width with the right to use an additional temporary work area not to exceed twenty feet (20') in width, all being more particularly shown and described on Exhibits "A", "B", "C", and "D" attached hereto and incorporated by reference herein (the "Easement"), in Multnomah County, Oregon.

2. Description and Purpose. This Easement is conveyed to permit Grantee, at Grantee's sole cost and expense, to place, construct, install, operate, maintain, repair, replace, and/or modify pipeline (the "pipeline") for a sanitary sewage system upon, over, under and across the Easement, and to trim or remove trees and brush in the Easement as may be reasonably necessary for Grantee's use and enjoyment thereof.

3. Adjacent Lands. Grantor further grants to Grantee, the right, at Grantee's sole cost and expense, to enter upon adjacent lands of Grantor as may be reasonably necessary to use and enjoy the Easement, provided that Grantee shall pay to Grantor reasonable compensation for any damage as a result of such entry.

4. Reservation of Rights. Grantor hereby expressly reserves to itself, its successors and assigns, the right to use, occupy and possess the Easement in conjunction with Grantee; provided that such use shall not interfere unreasonably with Grantee's rights hereunder.

5. Prior Restrictions. This conveyance is subject to all grants, leases, restrictions, encumbrances and prescriptive rights arising before the date of this Easement.

6. Indemnity. Grantee agrees to indemnify and hold harmless Grantor from and against all expenses, claims, damages or losses (including, without limitation, reasonable attorney's fees and expenses) arising out of or occasioned by any cause whatsoever pertaining to Grantee's use of the Easement, including loss or damage to timber, grass, fences or other improvements on the Easement and adjacent lands.

7. Termination. The rights and privileges of Grantee hereunder shall terminate if Grantee fails to use the Easement for a period of eighteen (18) months for any cause whatsoever. In the event of termination hereunder, all right, title and interest in the Easement hereunder shall revert automatically to Grantor. At Grantor's request, Grantee shall execute such instruments as Grantor reasonably may request to evidence such reversion.

8. Notices. Any notice or demand which either party hereto may desire to serve upon the other shall be sufficiently served if deposited in the United States mail, postage prepaid and certified or registered, or delivered to a regularly established courier service or hand delivered, addressed, in the instance of Grantor,

To: Reynolds Metals Company
6601 West Broad Street
P. O. Box 27003
Richmond, VA 23261-7003
Attn: Real Estate Department

with a copy to: Same address
Attn: Corporate Secretary

Recorded in the County of Multnomah, Oregon

C. Swick, Deputy Clerk

Total : 49.00

2000-106820 08/03/2000 10:35:03am ATLJH

A49	7	REC	SUR	DOR	OLIS
		35.00	3.00	10.00	1.00

or any other address of which Grantee may be notified in writing by Grantor, and in the instance of Grantee,

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To: City of Troutdale
104 SE Kibling Avenue
Troutdale, OR 97060-2099
Attn: Public Works Director

or such other address of which Grantor may be notified in writing by Grantee. Such notice shall be deemed to have been served upon receipt thereof by the party to whom such notice is given.

9. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of Grantor and Grantee with respect to the Easement and supersedes any and all prior agreements and understandings with respect to the Easement. The covenants and agreements herein contained shall bind and the benefits and advantages shall inure to the respective heirs, successors, and assigns of Grantor and Grantee.

10. **Interpretation.** The paragraph headings used herein are for reference and convenience only and shall not enter into interpretations hereof.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed as of the date first above written.

ATTEST:

GRANTOR:

Carol G. Deen
Assistant Secretary

REYNOLDS METALS COMPANY
TMB
BY: Franklin R. Ellsworth, Jr.
Franklin R. Ellsworth, Jr.
Corporate Director Real Estate &
Administrative Services

ATTEST:

GRANTEE:

Debbie Stickney
Debbie Stickney
City Recorder

CITY OF TROUTDALE

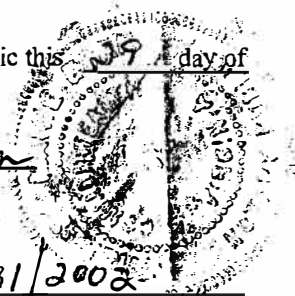
BY: Paul Thayer
Paul Thayer
Mayor

STATE OF VIRGINIA
COUNTY OF HENRICO

This instrument was acknowledged before me on this 29 day of June, 2000, by Franklin R. Ellsworth, Jr., Corporate Director Real Estate & Administrative Services of Reynolds Metals Company, a Delaware corporation, on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as such Notary Public this 29 day of June, 2000

Theresa M. Bain
Notary Public, State of Virginia
County of Henrico



My Commission Expires: 1/31/2002

STATE OF OREGON
COUNTY OF MULTNOMAH

This instrument was acknowledged before me on this 26 day of July, 2000, by Paul T. Baker Mayor, of City of Troutdale, an Oregon municipal corporation, on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as such Notary Public this 26 day of July, 2000.



Teresa Ann Hall
Notary Public, State of Oregon
County of Multnomah
My Commission Expires: 9-12-03

EXHIBIT A

Troutdale Water Pollution Control Facility
Conveyance Pipeline Easement's
Reynolds Metals Company

City of Troutdale
January 13, 2000
Tax Lot No. 1N 3E 24C 01200

PARCEL I (PERMANENT EASEMENT)

A parcel of land lying in the southwest one-quarter of Section 24, Township 1 North, Range 3 East of the Willamette Meridian, City of Troutdale, Multnomah County, Oregon, being a portion of that property described in a deed recorded in August, 1982, in Book 1611, Page 903, Records of Multnomah County, lying northerly of Harlow Road; said parcel being that portion included in a strip of land lying parallel with and 10.00 feet northeasterly of the following described centerline:

BEGINNING a point in N.W. Graham Road, from whence the southwest corner of said Section 24 bears, South 72°02'46" West, 1180.55 feet;

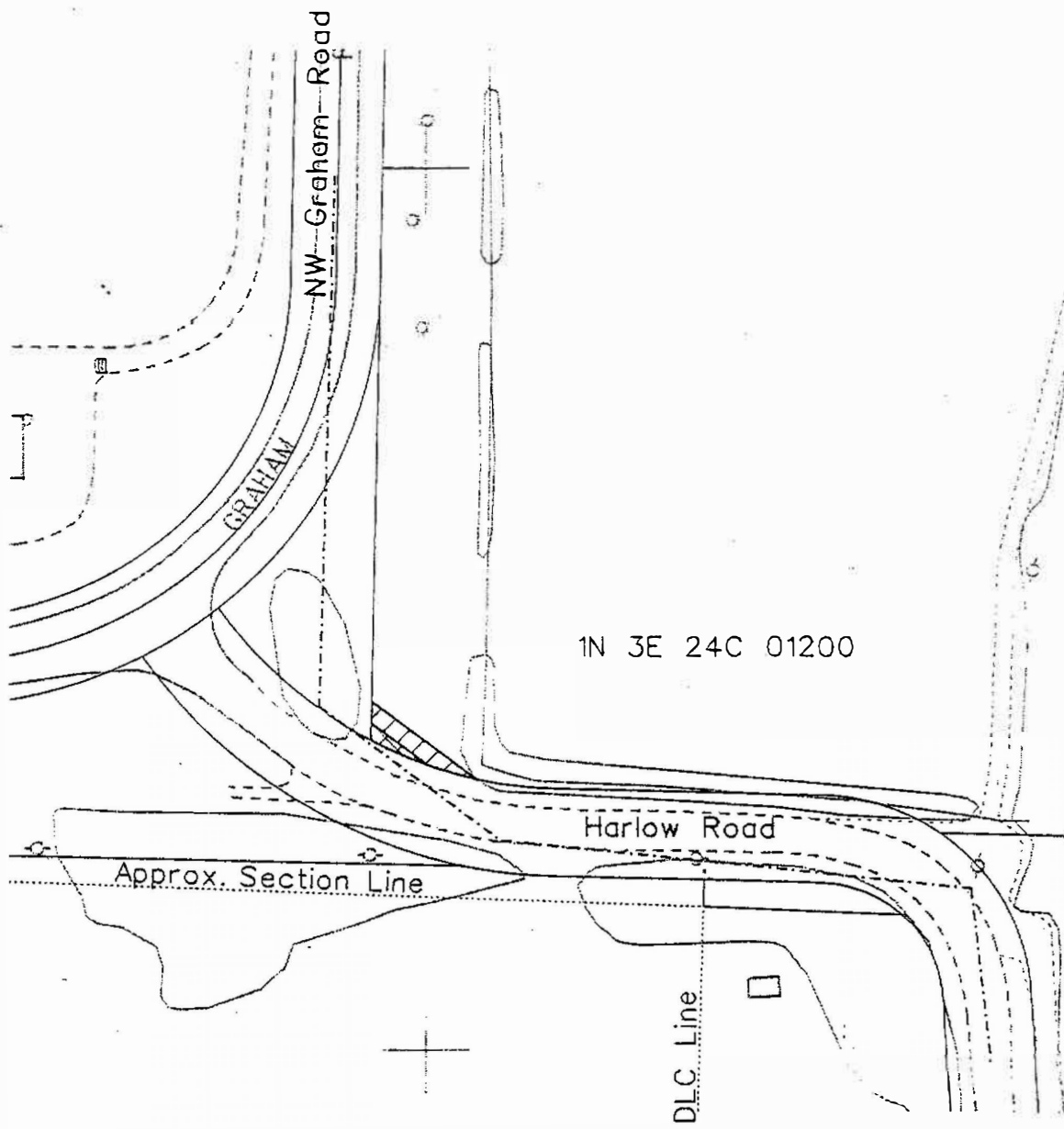
thence, along said centerline, the following four (4) courses:



- 1) South 01° 42' 06" West, 300.00 feet;
- 2) South 53° 19' 22" East, 128.00 feet;
- 3) South 84° 04' 01" East, 262.34 feet;
- 4) South 06° 27' 20" East, 100.00 feet to the point of termination of this centerline, from whence the N.E. Corner of the D.F. Buxton D.L.C. No. 59 bears North 55° 22' 50" West, 192.30 feet, as said D.L.C. Corner is shown in B.T. Book F, Page 211.

Excepting therefrom all that portion of said strip lying within the right-of-way of Harlow Road.

The area of land to which the Parcel I description applies contains 175 square feet (0.004 acres) more or less.

EXHIBIT B



-  Permanent Easement
-  Temporary Easement



1"=100'

Troutdale Water Pollution Control Facility
 Conveyance Pipeline Easement's
 City of Troutdale, OR

EXHIBIT C

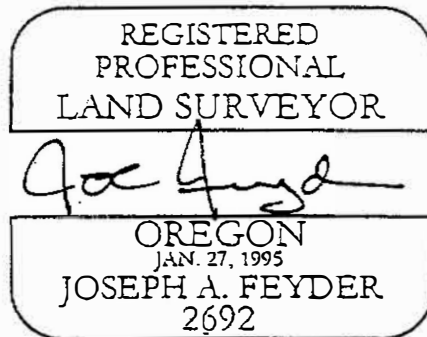
PARCEL II (TEMPORARY CONSTRUCTION EASEMENT)

A 20.00-foot-wide strip of land, lying parallel with and northeasterly of the centerline described in Parcel I.

Excepting therefrom all that portion of said strip lying within the right-of-way of Harlow Road, and the above described Parcel I.

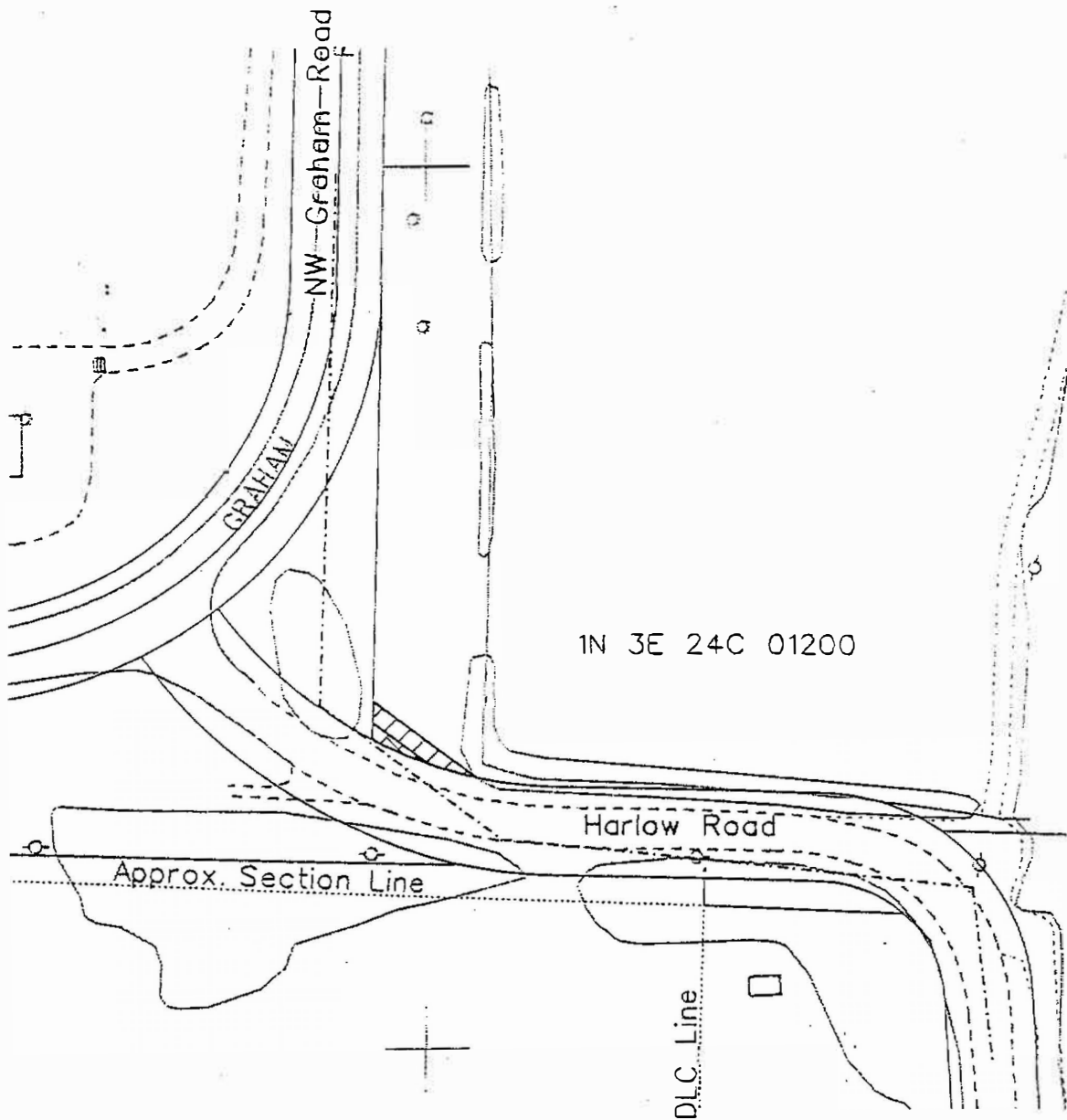
The area of land to which the Parcel II description applies contains 579 square feet (0.013 acres) more or less.


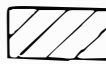
This legal description along with the basis of bearing thereof, is established from a record of survey recorded under Survey Number 53899, Multnomah County Survey Records.



EXPIRES: 12/31/01

EXHIBIT D



-  Permanent Easement
-  Temporary Easement

1"=100'

Troutdale Water Pollution Control Facility
 Conveyance Pipeline Easement's
 City of Troutdale, OR