

RESOLUTION NO. 1590

A RESOLUTION GRANTING AN EASEMENT FOR A PORTION OF TRACT A, TROUTDALE TOWN CENTER, TO JAMES L. ELLIS


THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. James L. Ellis is the owner of real property described as Lot 3, Troutdale Town Center, Multnomah County, Oregon.
2. The City of Troutdale is the owner of real property described as Tract A, Troutdale Town Center, Multnomah County, Oregon.
3. James L. Ellis is constructing a building on Lot 3, which is adjacent to a portion of Tract A.
4. James L. Ellis desires to encroach in to Tract A to better accommodate access for handicapped persons.
5. Providing the access involves the construction of a concrete ramp approximately thirteen feet long and six feet wide within the City's Tract A.
6. The City desires to encourage and enhance handicap access by granting an easement for construction of the ramp, 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 James L. Ellis for a portion of Tract A, Troutdale Town Center.

YEAS: 5
NAYS: 0
ABSTAINED: 0


Paul Thalhofer, Mayor
Dated: 3/13/02


Debbie Stickney, City Recorder

Adopted: March 12, 2002

After recording return to:

James L. Ellis
2839 SE 18th Circle
Gresham, OR 97080-5102

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (the "Agreement") is made and entered into effective this 13th day of MARCH, 2002, by and between the City of Troutdale, a municipal corporation ("City") and James L. Ellis ("Ellis").

Recitals

- A. Ellis is the owner of the real property described as Lot 3, TROUTDALE TOWN CENTER, Multnomah County, Oregon (the "Ellis Property").
- B. City is the owner of the real property described as Tract A, TROUTDALE TOWN CENTER, Multnomah County, Oregon (the "City Property").
- C. Ellis is constructing a building (the "Building") upon the Ellis Property.
- D. Ellis desires to provide a handicap access ramp for the Building.
- E. In order to construct the Building as desired, Ellis has requested the City grant permission to Ellis to construct a freestanding concrete ramp (the "Ramp") approximately six feet wide and thirteen feet long on a portion of the City Property, as depicted on the site plan described on the attached Exhibit "A" for the benefit of the Ellis Property.
- F. The City is willing to allow Ellis 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 Ellis, his successor 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 six foot wide by thirteen foot long concrete ramp ("Ramp") that will provide access from the Building's entry to the sidewalk and the top of the stair landing. This Easement will be appurtenant to and for the benefit of the Ellis Property, and shall run with both the Ellis Property and the City Property.

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

Section 3. City's Right to Access. The City will have the right to remove or demolish the Ramp 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 Ramp but that Ellis shall have the right, at his own expense, to reconstruct the Ramp to substantially its former condition.

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

Section 5. **Indemnification.** Ellis 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 Ellis to perform any of its obligations hereunder. Ellis assumes all risk arising out of use of the Easement and/or the Ramp 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 Ellis or his heirs or successors. In such event, Ellis shall remove the Ramp.

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

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

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

JAMES L. ELLIS

By: [Signature]

CITY OF TROUTDALE

By: [Signature]

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me on March 5, 2002, by James L. Ellis.

(seal)

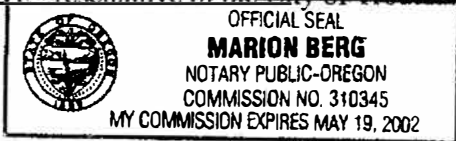


[Signature]
Notary Public for Oregon
Commission Expires: 5-19-02

STATE OF OREGON)
) ss.
COUNT OF MULTNOMAH)

This instrument was acknowledged before me on March 13, 2002, by Paul Thalhoffer, Mayor authorized representative of the City of Troutdale.

(seal)



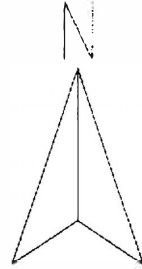
[Signature]
Notary Public for Oregon
Commission Expires: 5-19-02

EXHIBIT A

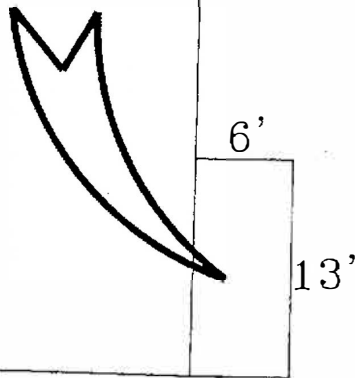
Lot
3

TRACT A

Lot
4



EASEMENT
AREA



HISTORIC COLUMBIA RIVER HWY

FILE NAME: Troutbas
TITLE BLOCK: TB8X11
EXTERNAL REFERENCES: NONE
PLOT DATE: 02-28-2002
BY: N.H.
PREVIOUS REVISION DATE: NONE



DEPARTMENT OF PUBLIC WORKS
CITY OF TROUTDALE
JAMES L. ELLIS EASEMENT
Tract A, Troutdale Town Center
MULTNOMAH COUNTY, OREGON
FEBRUARY 2002