

## RESOLUTION NO. 1833

### **A RESOLUTION ENTERING INTO A NEW LICENSE AGREEMENT FOR USE AND MAINTENANCE OF A TRASH ENCLOSURE ON CITY PROPERTY AND TERMINATING THE EXISTING LICENSE AGREEMENT**

#### **THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:**

1. The City owns Tract A of the Troutdale Town Center commercial subdivision. Tract A consists of a public parking lot with associated driveways, pedestrian walkways, and various landscape islands and landscape strips. On December 10, 2002 the City entered into a license agreement with Mr. Jay Ellis, the then owner of Lot 3 within the subdivision, to permit the construction of a trash enclosure on Tract A of the Troutdale Town Center commercial subdivision.
2. Since that time, Jay Ellis has sold his property and no longer has need for the trash enclosure. However, other property owners in Troutdale Town Center continue to have need for this enclosure and are willing to assume responsibility for its ownership and maintenance.
3. Paul and Tracey Schroeder, owners of Lot 7 in Troutdale Town Center, and Voldemar and Kathleen Vasks, owners of Lot 9 in Troutdale Town Center, have assumed Jay Ellis' ownership interest in the trash enclosure.
4. It is necessary to terminate the current agreement with Jay Ellis and to grant a new license to Paul and Tracey Schroeder and Voldemar and Kathleen Vasks to recognize the change of ownership and transfer of responsibilities for the existing trash enclosure on City property.

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

**Section 1.** The Agreement for a Shared Trash Storage Area on Troutdale Town Center Parking Lot entered into on December 10, 2002 by Jay Ellis and the City of Troutdale is hereby terminated.

**Section 2.** The city administrator is authorized to sign the attached First Revised and Restated Agreement for a Shared Trash Storage Area on Troutdale Town Center Parking Lot.

**Section 3.** The city administrator is authorized to sign any amendments to this agreement that may arise in the future.


**Section 4.** This resolution terminating the agreement with Jay Ellis and the attached First Revised and Restated Agreement for a Shared Trash Storage Area on Troutdale Town Center Parking Lot shall be forwarded to Multnomah County Records to be recorded in the real property records.

**Section 5.** This resolution shall take effect upon immediately upon adoption.

**YEAS: 5**  
**NAYS: 0**  
**ABSTAINED: 0**

  
\_\_\_\_\_  
Paul Thalhofer, Mayor

September 13, 2006  
Date

  
\_\_\_\_\_  
Debbie Stickney, City Recorder

**Adopted: September 12, 2006**

After recording, return to:  
City Recorder  
City of Troutdale  
104 SE Kibling Avenue  
Troutdale OR 97060

Recorded in MULTNOMAH COUNTY, OREGON  
C. Swick, Deputy Clerk  
E17 6  
Total : 46.00  
ATVLM  
2006-190470 10/13/2006 10:33:09am

*File 10-13-06*

**FIRST REVISED AND RESTATED AGREEMENT  
FOR A SHARED TRASH STORAGE AREA  
TROUTDALE TOWN CENTER PARKING LOT**

This agreement ("Agreement") is entered into this 13<sup>th</sup> day of September, 2006, by and between the owners of Lots 7 and 9 in the Troutdale Town Center, hereafter referred to as "LICENSEE", and City of Troutdale, hereafter referred to as "CITY".

**RECITALS**

1. CITY is the owner of Tract A of Troutdale Town Center subdivision which consists of a public parking lot with associated driveways, pedestrian walkways, and various landscape islands and landscape strips.
2. Commercial buildings have been developed on other lots in the Troutdale Town Center subdivision.
3. In order to have a safe, attractive, and shopper-friendly atmosphere for those businesses located on the rear side, lower level of the Town Center development, CITY requires that the trash from businesses within the Troutdale Town Center subdivision be stored within each building or within an enclosure built to CITY standards.
4. In 2002, the City authorized Jay Ellis, the then owner of Lot 3 in the Troutdale Town Center subdivision, to construct an enclosed commercial trash facility within Tract A behind Lots 8 and 9, as shown on the attached Exhibit A ("CITY's Property"). Jay Ellis no longer owns Lot 3 in the Troutdale Town Center subdivision and is no longer willing and able to fulfill the requirements in the previously executed and recorded agreement.
5. LICENSEE has agreed to assume the responsibilities associated with owning and maintaining the commercial trash facility on the City's Property. In exchange for the license to use CITY Property for this purpose, LICENSEE shall be responsible for maintaining the enclosure as well as sharing in the cost for trash hauling service.
6. Granting LICENSEE a license to use and maintain the commercial trash facility on CITY's Property will promote CITY interests, including but not limited to, providing a safe, attractive and shopper-friendly atmosphere downtown.

*6*

7. CITY and LICENSEE desire to enter into this Agreement authorizing the continued use and requiring both the continued maintenance of the commercial trash facility and payment of the costs for trash hauling services. This Agreement shall specify each party's responsibilities with respect to the commercial trash such enclosure and trash storage areas.

## AGREEMENT

In view of the above recitals, which are incorporated herein by reference, CITY AND LICENSEE do mutually agree to the following terms and conditions for the use and maintenance of the trash enclosure.

**A. Grant of License.** CITY hereby grants to LICENSEE an exclusive revocable license for the use of CITY's Property for commercial trash and for the required maintenance of the commercial trash enclosure shown on the attached Exhibit A. LICENSEE shall not use CITY'S Property for any other purpose.

**B. Term.** The license shall become effective on the date this Agreement is entered into and shall continue for a period of twenty (20) years, unless earlier revoked in accordance with paragraph H below or assigned in accordance with paragraph G below.

**C. Removal of Materials or Improvements.** Upon expiration or earlier revocation of the license, the parties agree that CITY shall acquire ownership of the materials and improvements installed, constructed or located on CITY's Property.

**D. Alterations.** LICENSEE shall not make any changes to the enclosure nor add any other improvements to CITY Property without first obtaining CITY's written consent.

**E. Maintenance.** LICENSEE shall be responsible for maintaining the trash enclosure area in a clean, safe and tidy condition, at LICENSEE's sole expense. LICENSEE shall arrange for trash pickup on a frequent enough schedule that trash dumpsters and recycling containers are not overflowing and do not create odor problems.

(1) LICENSEE shall not undertake or cause to be undertaken any construction, use or maintenance activity that would either interfere with the use of other portions of Tract A or cause any kind of public safety concern or hazard on Tract A or any portion thereof.

(2) LICENSEE shall be responsible for the maintenance of the enclosure if damaged or destroyed. If the enclosure is in need of repair or replacement due to damage or destruction, LICENSEE agrees to make the repairs or to construct the replacement enclosure in a timely manner at LICENSEE'S sole expense.

(3) If LICENSEE does not perform the maintenance obligations contained in this Agreement and the City incurs costs to perform necessary maintenance or clean-up, LICENSEE hereby consents to the placement of a lien on LICENSEE's property for the benefit of the City in the amount of costs the City incurs.

**F. Trash Removal.** LICENSEE shall be responsible for contracting with Waste Management, Inc., or its successor franchise garbage hauler, for trash hauling service. LICENSEE shall be responsible for determining the cost share arrangement among the different businesses that may use the enclosure for their trash and recycling storage. CITY shall not be responsible for the costs associated with trash removal.

**G. Assignment.** Subject to the City's prior written approval, LICENSEE may assign the rights and responsibilities under this Agreement to another lot owner(s) in the Troutdale Town Center. If this Agreement is assigned, the new LICENSEE shall sign an addendum to this Agreement acknowledging licensee's acceptance of all the terms in this Agreement and identifying which lot the new licensee owns. The addendum shall be recorded and returned to the City.

**H. Termination.** CITY or LICENSEE may revoke the license and terminate this Agreement at any time during the term, upon thirty (30) days' prior written notice, with or without cause. If LICENSEE sells the lot it owns in the Troutdale Town Center Subdivision, this Agreement shall automatically terminate, unless it is assigned in accordance with paragraph G above. The provisions in this Agreement governing LICENSEE's obligation to pay for trash service, however, shall survive the termination of this Agreement until such time as the obligations are paid in full.

**I. Independent Contractor.** The performance of LICENSEE under this Agreement shall not be construed as conferring upon LICENSEE or LICENSEE's employees, contractors or agents the status of an employee of the CITY. Neither LICENSEE nor its employees, contractors or agents has authority to make any binding commitments on behalf of CITY. Nor shall CITY be responsible for providing LICENSEE or LICENSEE's employees, contractors or agents any "employee" benefits or coverage, including, but not limited to, workers compensation.

**J. Indemnification.** LICENSEE shall indemnify, hold harmless and defend CITY, its officials, agents and employees, from and against any and all claims, damages, losses and expenses, including attorney fees, both at trial and on appeal, arising out of or resulting from the license or LICENSEE's performance, or failure to perform, under this Agreement.

**K. Binding Effect.** LICENSEE's obligations under this Agreement concern and affect LICENSEE's Property. As such, LICENSEE's obligations, individually and collectively, constitute covenants running with the land and are binding upon LICENSEE's successors.

**L. Entire Agreement.** This license agreement constitutes the entire agreement between the parties relating to the use of City Property by LICENSEE. There are no promises, terms, conditions or obligations other than those contained herein. This

license shall supersede all prior communications, representations or agreements, either verbal or written, between the parties.

**M. Notices.** Notices under this Agreement shall be in writing and shall become effective upon receipt. For purposes of this Agreement, the word "receipt" shall mean the earlier of any of the following: the date of delivery as shown on the return receipt of the records of the courier; the date of actual receipt by the office of the person or entity; or three (3) calendar days after the notice was sent via first-class, certified or registered mail. Notices shall be sent to the parties at the addresses shown below:

CITY: City of Troutdale  
Community Development Department  
104 S.E. Kibling Avenue  
Troutdale, Oregon 97060

LICENSEE: Paul and ~~Tracy~~ Tracy Schroeder, Owners of Lot 7  
**TRACEY**

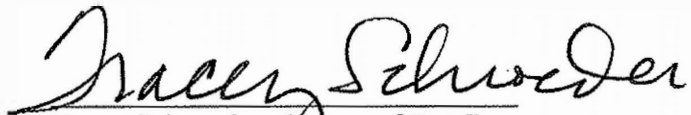
AND Voldemar and Kathleen Vasks, Owners of Lot 9

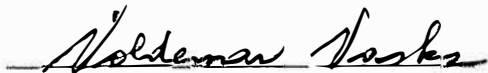
Either party may change its address by written notice to the other.

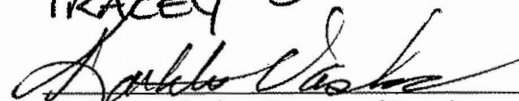
**N. Waiver.** Any waiver by CITY of any provision herein contained to be kept and performed by LICENSEE shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent CITY from declaring a breach either of the same provision or any other.

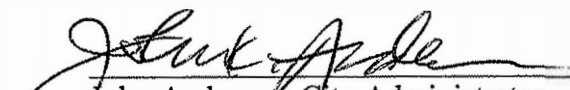
Agreed to and effective this 13 day of September, 2005

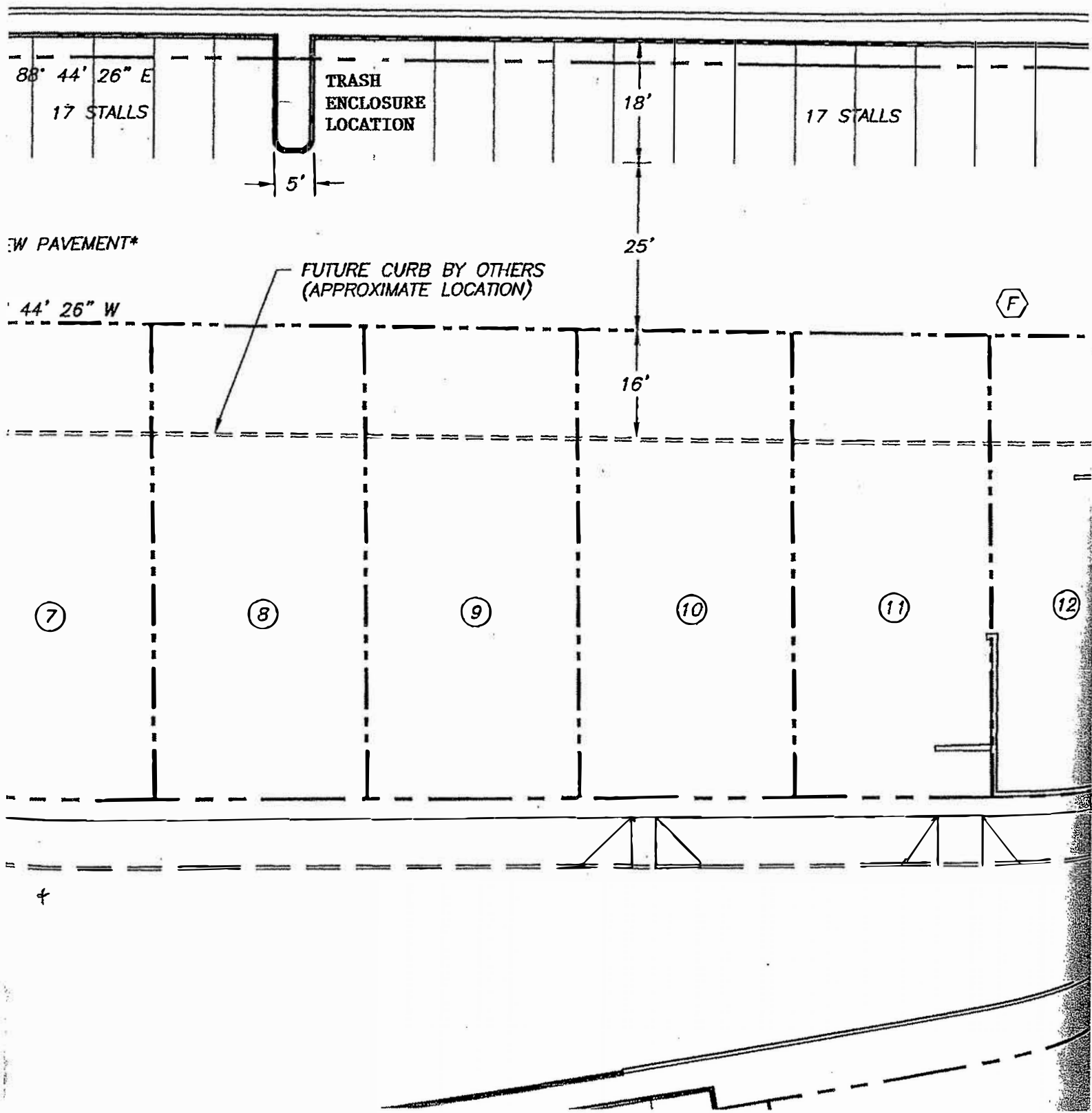
  
\_\_\_\_\_  
Paul Schroeder, Owner of Lot 7

  
\_\_\_\_\_  
~~Tracy~~ Tracy Schroeder, Owner of Lot 7  
**TRACEY**

  
\_\_\_\_\_  
Voldemar Vasks, Owner of Lot 9

  
\_\_\_\_\_  
Kathleen Vasks, Owner of Lot 9

  
\_\_\_\_\_  
John Anderson, City Administrator  
City of Troutdale



**CERTIFICATE OF ACCEPTANCE**

I, Debbie, Stickney, City Recorder for the City of Troutdale, hereby certify that the foregoing agreement was approved by the City Council of the City of Troutdale on the 12<sup>th</sup> day of September, 2006 by Resolution No. 1833.

Dated this 6<sup>th</sup> day of October 2006.

*Debbie Stickney*  
City Recorder

STATE OF OREGON            )  
  )ss.  
COUNTY OF MULTNOMAH    )

Before me personally appeared the above named City Recorder and acknowledged the foregoing instrument to be the voluntary act and deed of the City of Troutdale.



*Sarah Skroch*  
Notary Public for Oregon

My Commission Expires: *8/7/2007*

MULTNOMAH  
RECORDING SECTION  
501 SE HAWTHORNE #158  
PORTLAND OR 97214  
(503) 988-3034

Receipt # : 217028  
10/13/2006

2006190470 10/13/06 10:33am

AGREEMENT AMENDMENT

PAGE FEE	30.00
SURVEY FEE	5.00
DEPT OF REVENUE	10.00
OR LAND INFO SYS	1.00

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Total \$46.00

2006190471 10/13/06 10:33am

RESOLUTION

PAGE FEE	45.00
DEPT OF REVENUE	10.00
OR LAND INFO SYS	1.00

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Total \$56.00

=====  
Grand Total \$102.00

Payments

CHECK	\$31.00
CHECK	\$46.00
CASH	\$25.00

-----  
Total Received \$102.00  
Amount Due \$0.00

Thank You. Retain this  
receipt for your records.



FW 10-13-06

# CITY OF TROUTDALE

"Gateway to the Columbia River Gorge"

## CERTIFICATION OF PUBLIC RECORD OF THE CITY OF TROUTDALE, OREGON

### EXECUTIVE DEPARTMENT

Fax: (503) 665-7265

#### Administration

City Administrator  
City Recorder

#### Human Resources

#### Community Service

I, DEBBIE STICKNEY, hereby certify that I am the duly appointed, qualified, and acting City Recorder of the City of Troutdale, Oregon, and

I Further Certify that the attached photo copy of Resolution No. 1833 is a correct, true and exact copy of an official public record of the City of Troutdale, Oregon, that was adopted by the City Council on September 12, 2006 and that the record copy thereof is in my official care, custody and control in my capacity as set forth below my signature.

Witness my Hand, and Seal of the City of Troutdale, Oregon, this 6<sup>th</sup> day of October 2006.

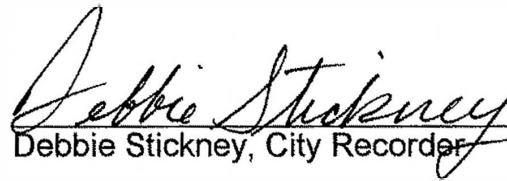
Recorded in MULTNOMAH COUNTY, OREGON

C. Swick, Deputy Clerk

B29 9

ATVLM


Total : 56.00

  
Debbie Stickney, City Recorder

2006-190471

10/13/2006 10:33:09am

Visit us on the Web:  
[www.troutdale.info](http://www.troutdale.info)

 Printed on Recycled Paper

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Fax (503) 667-6403 • TDD/TEX Telephone Only (503) 666-7470

9

## RESOLUTION NO. 1833

### A RESOLUTION ENTERING INTO A NEW LICENSE AGREEMENT FOR USE AND MAINTENANCE OF A TRASH ENCLOSURE ON CITY PROPERTY AND TERMINATING THE EXISTING LICENSE AGREEMENT

#### THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The City owns Tract A of the Troutdale Town Center commercial subdivision. Tract A consists of a public parking lot with associated driveways, pedestrian walkways, and various landscape islands and landscape strips. On December 10, 2002 the City entered into a license agreement with Mr. Jay Ellis, the then owner of Lot 3 within the subdivision, to permit the construction of a trash enclosure on Tract A of the Troutdale Town Center commercial subdivision.
2. Since that time, Jay Ellis has sold his property and no longer has need for the trash enclosure. However, other property owners in Troutdale Town Center continue to have need for this enclosure and are willing to assume responsibility for its ownership and maintenance.
3. Paul and Tracey Schroeder, owners of Lot 7 in Troutdale Town Center, and Voldemar and Kathleen Vasks, owners of Lot 9 in Troutdale Town Center, have assumed Jay Ellis' ownership interest in the trash enclosure.
4. It is necessary to terminate the current agreement with Jay Ellis and to grant a new license to Paul and Tracey Schroeder and Voldemar and Kathleen Vasks to recognize the change of ownership and transfer of responsibilities for the existing trash enclosure on City property.

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

**Section 1.** The Agreement for a Shared Trash Storage Area on Troutdale Town Center Parking Lot entered into on December 10, 2002 by Jay Ellis and the City of Troutdale is hereby terminated.

**Section 2.** The city administrator is authorized to sign the attached First Revised and Restated Agreement for a Shared Trash Storage Area on Troutdale Town Center Parking Lot.

**Section 3.** The city administrator is authorized to sign any amendments to this agreement that may arise in the future.

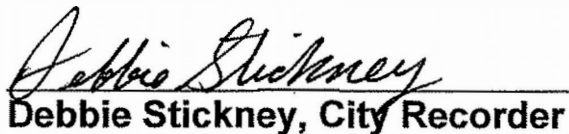
**Section 4.** This resolution terminating the agreement with Jay Ellis and the attached First Revised and Restated Agreement for a Shared Trash Storage Area on Troutdale Town Center Parking Lot shall be forwarded to Multnomah County Records to be recorded in the real property records.

**Section 5.** This resolution shall take effect upon immediately upon adoption.

**YEAS: 5**  
**NAYS: 0**  
**ABSTAINED: 0**

  
Paul Thalhofer, Mayor

September 13, 2006  
Date

  
Debbie Stickney, City Recorder

**Adopted: September 12, 2006**

After recording, return to:  
City Recorder  
City of Troutdale  
104 SE Kibling Avenue  
Troutdale, OR 97060

Recorded in the County of Multnomah, Oregon  
Total : C. Swick, Deputy Clerk  
44.00  
2002-233548 12/20/2002 11:24:46am ATKLM  
A01 6 REC SUR DDR OLIS  
30.00 3.00 10.00 1.00

**AGREEMENT FOR A SHARED TRASH STORAGE AREA  
TROUTDALE TOWN CENTER PARKING LOT**

This agreement ("Agreement") is entered into this 10<sup>th</sup> day of December, 2002 by and between Jay Ellis, (dba Allow Properties, LLC) the owner of Lot 3, Troutdale Town Center, hereafter referred to as "LICENSEE", and City of Troutdale, hereafter referred to as "CITY".

**RECITALS**

1. CITY is the owner of Tract A of Troutdale Town Center subdivision which consists of a public parking lot with associated driveways, pedestrian walkways, and various landscape islands and landscape strips.
2. Commercial buildings have been developed on other lots in the Troutdale Town Center subdivision.
3. In order to have a safe, attractive, and shopper-friendly atmosphere for those businesses located on the rear side, lower level of the development, CITY requires that the trash from businesses within the Troutdale Town Center subdivision be stored within each building or within an enclosure built to CITY standards.
4. The most suitable space for an enclosed commercial trash and recycling facility is within Tract A behind Lot 8 in the Troutdale Town Center, as shown on the attached Exhibit A ("CITY's Property"). Granting LICENSEE a license to construct and maintain the commercial and trash recycling facility on CITY's Property will promote CITY interests, including but not limited to, providing a safe, attractive and shopper-friendly atmosphere downtown.
6. Several lot owners and private business owners within Troutdale Town Center subdivision will benefit from the shared commercial trash enclosure on CITY Property. In exchange for the license to use CITY Property for this purpose, these lot owners and businesses have the responsibility for the construction, placement, and maintenance of the enclosure as well as sharing in the cost for trash hauling service.
7. CITY and LICENSEE (on behalf of those businesses within Troutdale Town Center that have a need for a shared trash enclosure) desire to enter into an agreement for the construction, placement, and maintenance of the commercial trash enclosure on the CITY Property and for costs related to trash hauling services. This Agreement shall specify each party's responsibilities with respect to such enclosure and trash storage area.

## AGREEMENT

In view of the above recitals, which are incorporated herein by reference, CITY AND LICENSEE do mutually agree to the following terms and conditions for the construction, placement, and maintenance of the trash enclosure.

**A. Grant of License.** CITY hereby grants to LICENSEE an exclusive revocable license for the use of CITY's Property for the placement, construction and maintenance of a commercial trash enclosure as shown on the attached Exhibit A. LICENSEE shall not use CITY'S Property for any other purpose.

**B. Term.** The license shall become effective on the date this Agreement is entered into and shall continue for a period of twenty (20) years, unless earlier revoked in accordance with paragraph H below.

**C. Relinquishment of Materials or Improvements.** Upon expiration or earlier revocation of the license, the parties agree that CITY shall acquire ownership of the materials and improvements installed, constructed or located on CITY's Property by LICENSEE during the term of the license.

**D. Construction.** LICENSEE agrees to construct the commercial trash enclosure to standards specified in the *Construction Standards for Public Works Facilities (May 1997)*. CITY may permit modifications to the standards to the mutual satisfaction of both parties; provided that the enclosure is not constructed in manner that is unsafe.

**E. Plans and Specifications.** As soon as reasonably possible, LICENSEE shall submit plans relating to construction and maintenance of the trash enclosure. LICENSEE shall not make any changes to the enclosure nor add any other improvements to CITY Property without first obtaining CITY's written consent.

**F. Maintenance.** LICENSEE shall be responsible for maintaining the trash enclosure area in a clean, safe and tidy condition, at LICENSEE'S sole expense. LICENSEE shall arrange for trash pickup on a frequent enough schedule that trash dumpsters and recycling containers are not overflowing and do not create odor problems.

(1) LICENSEE shall not undertake or cause to be undertaken any construction, use or maintenance activity that would either interfere with the use of other portions of Tract A or cause any kind of public safety concern or hazard on Tract A or any portion thereof.

(2) LICENSEE shall be responsible for the maintenance of the enclosure if damaged or destroyed. If the enclosure is in need of repair or replacement due to damage or destruction, LICENSEE agrees to make the repairs or to construct the replacement enclosure in a timely manner at LICENSEE'S sole expense.

**G. Trash Removal.** LICENSEE shall be responsible for contracting with Waste Management, Inc., or its successor franchise garbage hauler, for trash hauling service. LICENSEE shall be responsible for determining the cost share arrangement among the different businesses that use the enclosure for their trash and recycling storage. CITY shall not be responsible for the costs associated with trash removal.

**H. Termination.** CITY may revoke the license and terminate this Agreement at any time during the term, upon thirty (30) days' prior written notice, with or without cause.

**I. Independent Contractor.** The performance of LICENSEE under this Agreement shall not be construed as conferring upon LICENSEE or LICENSEE's employees, contractors or agents the status of an employee of the CITY. Neither LICENSEE nor its employees, contractors or agents has authority to make any binding commitments on behalf of CITY. Nor shall CITY be responsible for providing LICENSEE or LICENSEE's employees, contractors or agents any "employee" benefits or coverage, including, but not limited to, workers compensation.

**J. Indemnification.** LICENSEE shall indemnify, hold harmless and defend CITY, its officials, agents and employees, from and against any and all claims, damages, losses and expenses, including attorney fees, both at trial and on appeal, arising out of or resulting from the license or LICENSEE's performance, or failure to perform, under this Agreement.

**K. Binding Effect.** LICENSEE's obligations under this Agreement concern and affect LICENSEE's Property. As such, LICENSEE's obligations, individually and collectively, constitute covenants running with the land and are binding upon LICENSEE's successors.

**L. Entire Agreement.** This license agreement constitutes the entire agreement between the parties relating to the use of City Property by LICENSEE. There are no promises, terms, conditions or obligations other than those contained herein. This license shall supersede all prior communications, representations or agreements, either verbal or written, between the parties.

**M. Notices.** Notices under this Agreement shall be in writing and shall become effective upon receipt. For purposes of this Agreement, the word "receipt" shall mean the earlier of any of the following: the date of delivery as shown on the return receipt of the records of the courier; the date of actual receipt by the office of the person or entity; or three (3) calendar days after the notice was sent via first-class, certified or registered mail. Notices shall be sent to the parties at the addresses shown below:

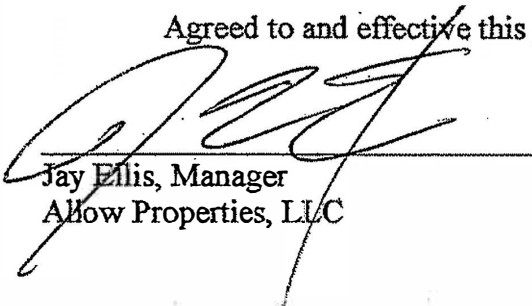
CITY:           City of Troutdale  
                  Community Development Department  
                  104 S.E. Kibling Avenue  
                  Troutdale, Oregon 97060

LICENSEE: Jay Ellis  
PO Box 913  
Fairview, Oregon 97024

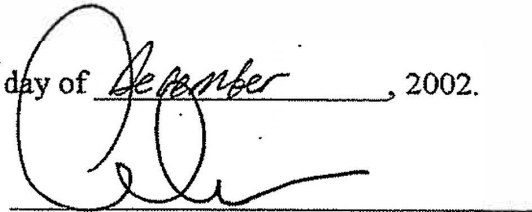
Either party may change its address by written notice to the other.

**N. Waiver.** Any waiver by CITY of any provision herein contained to be kept and performed by LICENSEE shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent CITY from declaring a breach either of the same provision or any other.

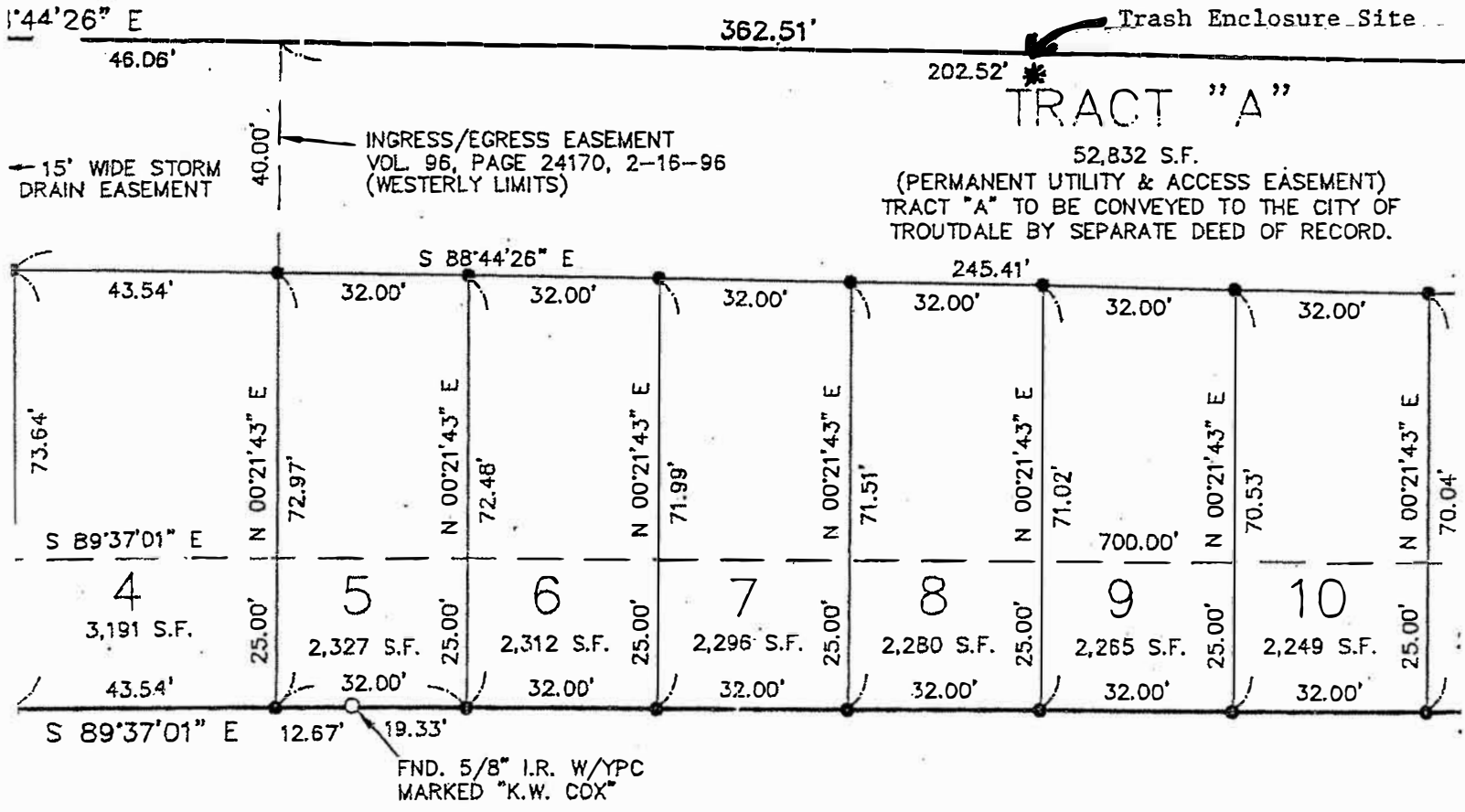
Agreed to and effective this 10<sup>th</sup> day of September, 2002.



\_\_\_\_\_  
Jay Ellis, Manager  
Allow Properties, LLC



\_\_\_\_\_  
Erik Kvarsten, City Administrator  
City of Troutdale



HISTORIC COLUMBIA HIGHWAY

DORA STREET

REGISTERED PROFESSIONAL LAND SURVEYOR

*Mark A. Lichtenthaler*

OREGON  
JANUARY 18, 1994  
MARK A. LICHTENTHALER  
2645

EXP. 12-31-96

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

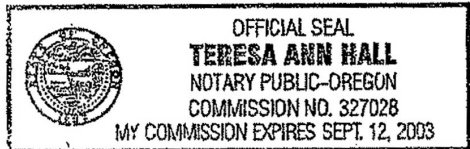
**CERTIFICATE OF ACCEPTANCE**

I, Debbie Stickney City Recorder for the City of Troutdale, hereby certify that the foregoing License Agreement was approved by the City Council of the City of Troutdale on the 10<sup>th</sup> day of December, 2002 by Resolution No. 1636.

Dated this 13 day of December 2002.

Debbie Stickney  
City Recorder

STATE OF OREGON            )  
  )ss.  
COUNTY OF MULTNOMAH    )



Before me personally appeared the above named City Recorder and acknowledged the foregoing instrument to be the voluntary act and deed of the City of Troutdale.

Teresa Ann Hall

Notary Public for Oregon

My Commission Expires: 9-12-2003

MULTNOMAH  
RECORDING SECTION  
501 SE HAWTHORNE #158  
PORTLAND OR 97214  
(503) 988-3034

Receipt # : 217028  
10/13/2006

2006190470 10/13/06 10:33am

AGREEMENT AMENDMENT

PAGE FEE	30.00
SURVEY FEE	5.00
DEPT OF REVENUE	10.00
OR LAND INFO SYS	1.00
	-----
Total	\$46.00

2006190471 10/13/06 10:33am

RESOLUTION

PAGE FEE	45.00
DEPT OF REVENUE	10.00
OR LAND INFO SYS	1.00
	-----
Total	\$56.00

Grand Total =====  
\$102.00

Payments

CHECK	\$31.00
CHECK	\$46.00
CASH	\$25.00
	-----

Total Received	\$102.00
Amount Due	\$0.00

Thank You. Retain this  
receipt for your records.