



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

A49 6 ATMCS  
Total : 46.00  
2007-097934 06/01/2007 09:02:03am

## ACCESS EASEMENT AGREEMENT

This Access Easement Agreement ("AGREEMENT") is entered into by Penelope Aronson, ("GRANTOR"), and the CITY OF TROUTDALE, an Oregon municipal corporation ("GRANTEE"), as of the date the GRANTOR signs the Certificate of Grantor.

### RECITALS

A. GRANTOR owns the property described in this Agreement under paragraph 10 (the "Easement Area"). GRANTOR also owns other real property adjacent to and in the vicinity of the Easement Area.

B. GRANTEE is a municipal corporation in the State of Oregon which owns and operates public utilities.

C. The purpose of this Agreement is to grant an access easement to GRANTEE for access and use of the Easement Area.

### EASEMENT GRANTED

1. **Grant.** For valuable consideration that is acknowledged and received, GRANTOR hereby grants to GRANTEE, and GRANTEE hereby accepts from GRANTOR, a perpetual non-exclusive easement for the Easement Area so that GRANTEE may access abutting properties via the easement area.

2. **Limitations.** GRANTOR shall not construct, install, nor place any structure or vegetation within the Easement Area that will impair GRANTEE's use of the Easement Area.

3. **Use and Access.** GRANTOR shall allow GRANTEE unrestricted access through the Easement Area at all times to access abutting properties.

4. **Binding Effect, Run with the Land.** This Agreement shall run with the land as to all real property burdened and benefited, and shall inure to the benefit of GRANTOR, GRANTEE and their respective successors and assigns.

5. **Attorney Fees.** In the event legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred in the trial court and any appeal therefrom. The term "action" shall be deemed to include action commenced in the Bankruptcy Court of the United States and any other court of general or limited jurisdiction. The reference to "costs" includes, but is not limited to, deposition costs (discovery and otherwise), witness fees (expert and otherwise), out-of-pocket

costs, title search and report expenses, survey costs, surety bonds and any other reasonable expenses.

6. **Severability.** If any portion of this Agreement shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

7. **Integration.** This Agreement constitutes the entire, final and complete agreement of the parties pertaining to this access easement, and supersedes and replaces all other written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the Easement Area is concerned. Neither party shall be bound by any promises, representations or agreements except as are expressly set forth herein.

8. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the state of Oregon. The parties agree to venue in Multnomah County, state of Oregon.

9. **Nonwaiver.** Failure by either party at any time to require performance by the other party of any of the provisions in this Agreement shall in no way affect the party's rights under the Agreement to enforce the provisions in this Agreement, nor shall any waiver by a party of the breach of the provisions in this Agreement be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

10. **Easement Area.**

See Exhibit A (Legal Description) and Exhibit B (Surveyor's Sketch).

CERTIFICATE OF GRANTOR

I, Penelope Aronson, owner or the authorized representative of the owner of the property described above, hereby certify that the foregoing easement is granted to the City of Troutdale.

Dated this 25 day of APRIL, 2007.

*Penelope Aronson*

Grantor's Signature

Penelope Aronson

Grantor's Typed or Printed Name

410 SE Sandy Dell Rd

Address

Troutdale, OR 97060

City, State, Zip Code

503 491-8484

Telephone Number

STATE OF OREGON )

) ss.

COUNTY OF MULTNOMAH )

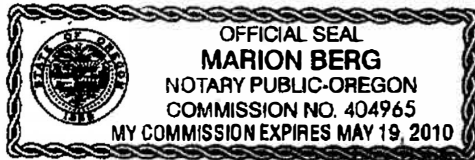
Personally appeared the above named Penelope Aronson and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

BEFORE ME *Marion Berg*

Notary Public for Oregon

Commission Expires: 5-19-2010

(seal)



CERTIFICATE OF GRANTEE

I, Debbie Stickney Recorder of the City of Troutdale, hereby certify that the foregoing easement was accepted by the City Council of the City of Troutdale on the 22<sup>nd</sup> day of May, 2007 by Resolution No. 1875.

Dated this 24<sup>th</sup> day of May, 2007.

Debbie Stickney  
City Recorder

(seal)

STATE OF OREGON                    )  
  ) ss.  
COUNT OF MULTNOMAH         )

Personally appeared the above named City Recorder and acknowledged the foregoing instrument to be the voluntary act and deed of the CITY OF TROUTDALE.



BEFORE ME: Sarah Skroch  
Notary Public for Oregon  
Commission Expires: 8/7/07

(seal)



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EXHIBIT "A"

JML

3/27/07

EASEMENT DESCRIPTION  
CITY OF TROUTDALE  
SANDY HEIGHTS DRAINAGEWAY PROJECT  
A PORTION OF TAX LOT 1600, MAP 1N4E31CC

Parcel 1 (Permanent Easement)

That parcel of land situate in the Southwest Quarter of Section 31, Township 1 North, Range 4 East, Willamette Meridian, Multnomah County, Oregon, more particularly described as follows:

Beginning at the Southwest Corner of said Section;

Thence North 01°48'16" East a distance of 30.00 feet along the west line of said section;

Thence South 88°44'50" East a distance of 50.00 feet parallel with the south line of said section;

Thence South 01°48'16" West a distance of 30.00 feet parallel with the west line of said section;

Thence North 88°44'50" West a distance of 50.00 feet along the south line of said section to the Point of Beginning.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Jeffrey M. Lindgren*

OREGON  
JULY 13, 2004  
JEFFREY M. LINDGREN  
74802

*3/27/07*

EXPIRATION DATE: 12-31-2008

SECTION 35  
T1N, R3E, WM

LOT 11  
SANDY DELL ACRES  
SUBDIVISION

WITNESS CORNER TO  
MEANDER CORNER COMMON  
TO BOTH SECTIONS

SECTION 31  
T1N, R4E, WM

1749.17'

PARCEL 1

S88°44'50"E 50.00'

SE  
SANDY DELL RD  
(PVT)

N01°48'16"E

30.00'

S01°48'16"W

30.00'

50.00'

N88°44'50"W 2603.80'

SECTION CORNER &  
POINT OF BEGINNING

LOT 9  
SANDY HEIGHTS  
SUBDIVISION

SOUTH QUARTER CORNER  
OF SECTION 31,  
T1N, R4E, WM

SECTION 1  
T1S, R3E, WM

SECTION 6  
T1S, R4E, WM



20' 10' 0 20' 40'



SCALE: 1"=20'

NOTE  
BEARINGS & DISTANCES ARE BASED  
ON SUBDIVISION PLATS SHOWN, AND  
ON A MULTNOMAH COUNTY  
SURVEY NO. 57284,  
FILED JULY 27, 2000.

CITY OF  
TROUTDALE

EXHIBIT "B"

AREA  
PERMANENT EASEMENT  
1,500± SQ. FT.

SANDY HEIGHTS DRAINAGEWAY PROJECT



TAX MAP 1N4E31CC-PARCEL 01600

PROJECT 141746

MULTNOMAH COUNTY, OREGON

BY: JML

DATE: 3-27-07

A30005