

## RESOLUTION NO. 1900

### A RESOLUTION GRANTING A REVOCABLE LICENSE TO TERMINAL PROPERTIES, L.L.C. FOR THE MAINTENANCE OF A CHAIN-LINK FENCE WITHIN THE NW ROGERS CIRCLE RIGHT-OF-WAY

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

1. On June 26, 2007, the City Council adopted Resolution No. 1887 accepting the dedication of right-of-way for NW Rogers Circle from Terminal Properties, L.L.C.
2. As part of the request for the new right-of-way, Public Works indicated that Terminal Properties, L.L.C. would be allowed to maintain an existing chain-link fence within the right-of-way by obtaining a revocable license from the City.
3. Terminal Properties, L.L.C. has provided a signed revocable license of a form and content that is in accordance with the requirements of the City (attached).

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

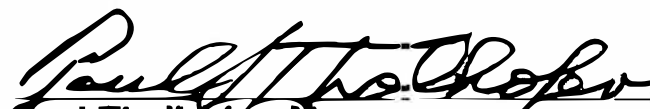
Section 1. The Mayor is authorized to sign the Revocable License attached hereto (Attachment 1) on the City's behalf.


Section 2. This resolution is effective upon adoption.

YEAS: 7

NAYS: 0

ABSTAINED: 0

  
Paul Thalhofer, Mayor  
September 5, 2007  
Date

  
Sarah Skroch, Deputy City Recorder  
Adopted: August 28, 2007

**Debbie Stickney**

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**From:** David Ross  
**Sent:** Friday, July 16, 2010 4:30 PM  
**To:** Debbie Stickney  
**Subject:** RE: Revocable License

No

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**From:** Debbie Stickney  
**Sent:** Friday, July 16, 2010 8:51 AM  
**To:** David Ross  
**Subject:** Revocable License

David,

Should a revocable license document be recorded? See attached copy of a revocable license with Terminal Properties LLC for the right to maintain a chain-link fence that is within the NW Rogers Circle right-of-way.

**Debbie Stickney, City Recorder**

City of Troutdale  
104 SE Kibling Avenue  
Troutdale, OR 97060  
503-674-7237

***PUBLIC RECORDS LAW DISCLOSURE:** This email is subject to the State Retention Schedule and may be made available to the Public.*

## REVOCABLE LICENSE

Date: April 25, 2007

Between: City of Troutdale  
104 SE Kibling Avenue  
Troutdale, OR 97060

(LICENSOR)

And: Terminal Properties, L.L.C.  
11707 21<sup>st</sup> Avenue S  
Tacoma, WA 98445

(LICENSEE)

Licensor grants a license to Licensee, and Licensee licenses from Licensor the right to maintain a chain-link fence on the following described property (the "Premises") on the terms and conditions stated below.

The Premises are legally described on the attached Exhibits A and B.

### Section 1. Occupancy

**1.1 Original Term.** The term of this license shall commence April 25, 2007, and continue indefinitely, unless terminated as hereinafter provided.

**1.2 Possession.** Licensee's right to use and obligations under the license shall commence on April 25, 2007.

### Section 2. Rent

**2.1 Base Rent.** During the term of this license, Licensee shall pay no rent to Licensor.

**2.2 No Partnership.** Licensor is not by virtue of this section a partner or joint venturer with Licensee in connection with the business carried on under this license, and shall have no obligation with respect to Licensee's debts or other liabilities, and no interest in Licensee's profits.

### Section 3. Use of the Premises

**3.1 Permitted Use.** The Premises shall be used for the maintenance of a chain-link fence.

**3.2 Restrictions on Use.** Use of the Premises is limited to the expressly Permitted Use and activities appurtenant thereto.

**Section 4. Termination of License.** The license may be terminable at will by the Licensor.

**Section 5. Licensor's Warranty.** Licensor warrants that it has right-of-way jurisdiction over the Premises and has the right to license them.

**Section 6. Assignment and Subletting**

No part of the Premises may be assigned, mortgaged, or sublicensed, nor may a right of use of any portion of the property be conferred on any third person by any other means.

**Section 7. Default**

The following shall be events of default:

**7.1 Default in Usage.** Failure of Licensee to comply with any conditions of this license.

**7.2 Abandonment.** Failure of Licensee for twenty (20) days or more to occupy the Premises for one or more of the purposes permitted under this License, unless such failure is excused under other provisions of this license.

**Section 8. Remedies on Default**

**8.1 Termination.** In the event of a default the license may be terminated at the option of Licensor by written notice to Licensee. Whether or not the license is terminated by the election of Licensor or otherwise, Licensor shall be entitled to recover damages from Licensee for the default, and Licensor may reenter, take possession of the Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

**8.2 Remedies Cumulative.** The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Licensor under applicable law.

**Section 9. Surrender on Termination**

**9.1 Condition of Premises.** Upon termination of the license, any alteration of, or damage to, the Premises by Licensee shall be removed or cured and the property restored to the original condition.

(1) Upon termination of the license, Licensee shall remove all structures that remain on the Premises which were erected by Licensee. If Licensee fails to do so, this shall be an abandonment of the property, and Licensor may retain the property and all rights of Licensee with respect to it shall cease or, by notice in writing given to Licensee within twenty (20) days after removal was required, Licensor may elect to hold Licensee to its obligation of removal. If Licensor elects to require Licensee to remove, Licensor may effect a removal and place the property in public storage for Licensee's account. Licensee shall be liable to Licensor for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Licensor.

**9.2 No Tenancy.** No tenancy is created by the granting of this license.

**Section 10. Miscellaneous**

**10.1 Nonwaiver.** Waiver by either party of strict performance of any provision of this license shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

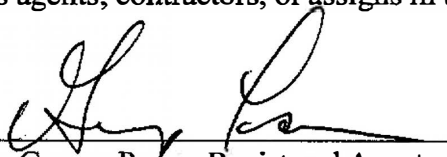
**10.2 Notices.** Any notice required or permitted under this license shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this license or to such other address as may be specified from time to time by either of the parties in writing.

**10.3 Succession.** Subject to the above-stated limitations on transfer of Licensee's interest, this license may continue to the successors and assigns of the Licensee only with the express consent of the Licensor.

**10.4 Time of Essence.** Time is of the essence of the performance of each of Licensee's obligations under this license.

**10.5 Indemnification.** Licensee agrees to defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of or that are in any way related to the Licensee's, or Licensee's agents, contractors, or assigns in the use of the Premises.

Licensee:

  
George Payne, Registered Agent  
Terminal Properties, L.L.C.

Licensor:

  
Paul Thalhofer, Mayor  
City of Troutdale

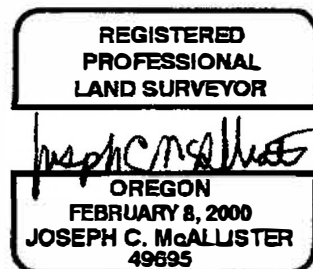
LEGAL DESCRIPTION  
FENCE LOCATION  
NW ROGERS CIRCLE CUL-DE-SAC  
PARCEL 1, PARTITION PLAT 1995-086  
FOR CITY OF TROUTDALE

JOB NO. 5862.2  
4-3-07 JCM

EXHIBIT "A"

A TRACT OF LAND, AS SHOWN ON EXHIBIT "B" ATTACHED HERETO, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CITY OF TROUTDALE, MULTNOMAH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

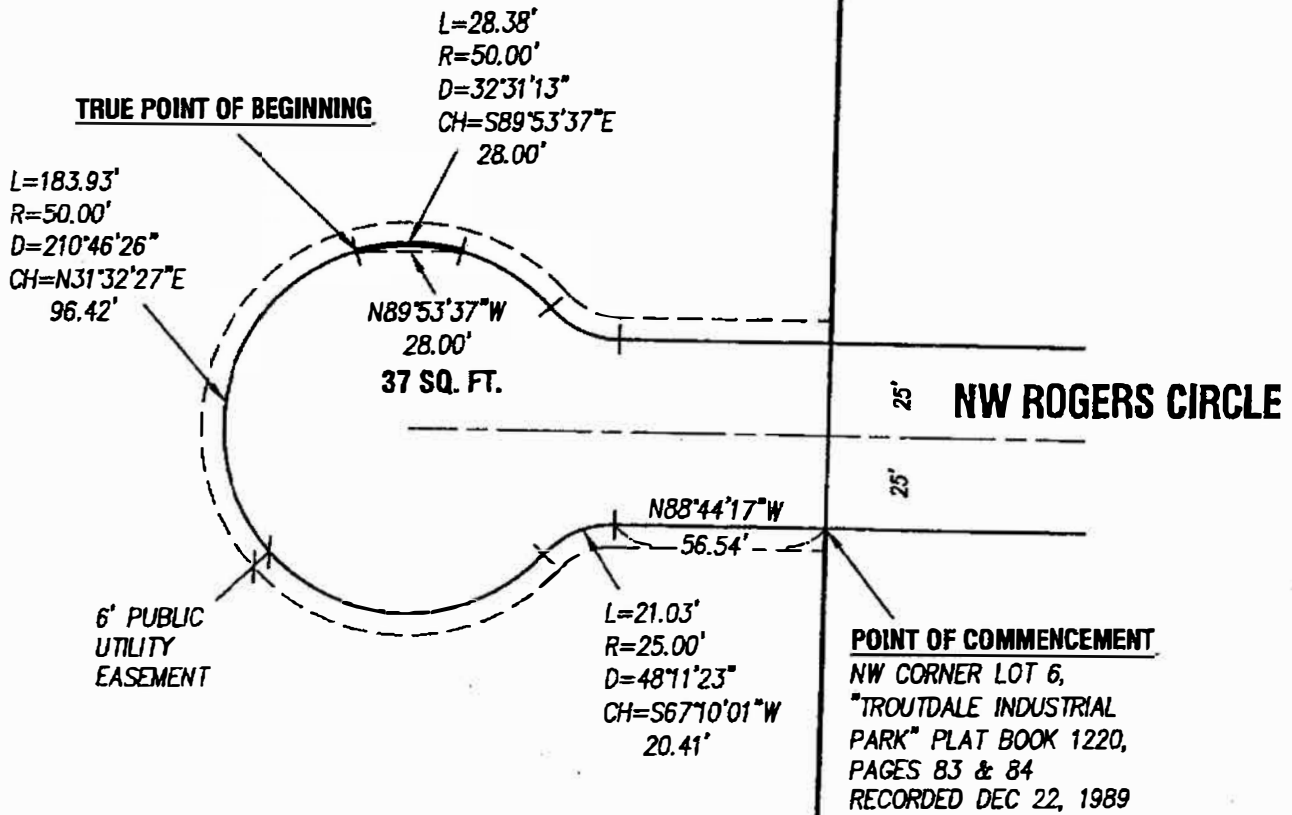
COMMENCING AT THE NORTHWEST CORNER OF LOT 6, "TROUTDALE INDUSTRIAL PARK", RECORDED DECEMBER 22, 1989 IN BOOK 1220, PAGES 82 AND 83, MULTNOMAH COUNTY PLAT RECORDS, SAID POINT BEING ON THE EAST LINE OF PARTITION PLAT 1995-086, MULTNOMAH COUNTY PLAT RECORDS AND THE SOUTH RIGHT-OF-WAY LINE OF NW ROGERS CIRCLE (50.00 FOOT WIDE PUBLIC ROAD); THENCE ALONG THE WESTERLY EXTENSION OF SAID SOUTH RIGHT-OF-WAY LINE, N.88°44'17"W., 56.54 FEET; THENCE 21.03 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 48°11'23" (THE CHORD OF WHICH BEARS S.67°10'01"W., 20.41 FEET); THENCE 183.93 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 210°46'26" (THE CHORD OF WHICH BEARS N.31°32'27"W., 96.42 FEET) TO THE TRUE POINT-OF-BEGINNING; THENCE CONTINUING 28.38 FEET ALONG THE ARC OF SAID 50.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 32°31'13" (THE CHORD OF WHICH BEARS S.89°53'37"E., 28.00 FEET); THENCE N.89°53'37"W., 28.00 FEET TO THE POINT-OF-BEGINNING, CONTAINING 37 SQUARE FEET, MORE OR LESS.



DATE OF SIGNATURE: 4-4-07

VALID UNTIL 12/31/2008

**PARCEL 1, PARTITION PLAT 1995-086**



**REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR**

*Joseph C. McAllister*  
**OREGON  
 FEBRUARY 8, 2000  
 JOSEPH C. McALLISTER  
 49695**

**Scale: 1" = 50'**

DATE OF SIGNATURE: 4-4-07  
 VALID UNTIL 12/31/2008

**EXHIBIT "B"**



**COMPASS ENGINEERING**

ENGINEERING SURVEYING PLANNING  
 4105 INTERNATIONAL WAY, SUITE 501 (503) 653-9083 PHONE  
 MILWAUKIE, OREGON 97222 WWW.COMPASS-ENGINEERING.COM

FENCE LOCATION NW ROGERS CIRCLE  
 IN THE SOUTHEAST 1/4 SECTION 22,  
 T.1N., R.2E., W.M., CITY OF TROUTDALE  
 MULTNOMAH COUNTY, OREGON