

## **RESOLUTION NO. 1929**

### **A RESOLUTION GRANTING AN EASEMENT TO YOSHIDA FAMILY LIMITED PARTNERSHIP TO ALLOW INSTALLATION OF A FIRE DEPARTMENT CONNECTION PIPE ON CITY PROPERTY**

#### **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.
2. Yoshida Family Limited Partnership owns property and a building immediately east of Tract A. The property is leased to a commercial tenant who is converting the building to an event hall that requires the installation of a fire sprinkler system that includes Fire Department Connection (FDC) pipe in order to meet building code standards. The FDC consists of an underground water conveyance pipe and an above ground standpipe.
3. In order to meet fire code spacing requirement, the fire department connection needs to be installed on the City's parking lot property. The installation can be made entirely within the eastern landscape strip, which is virtually void of any landscaping.
4. In exchange for granting the easement the City is requiring the Grantee to landscape the easement area and to maintain the landscaping once it is installed.

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

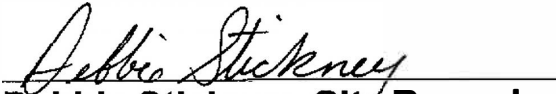
Section 1. The mayor is authorized to sign the attached easement on behalf of the City of Troutdale.

Section 2. This resolution shall take effect upon immediately upon adoption.

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

  
Paul Thalhofer, Mayor

May 14, 2008  
Date

  
Debbie Stickney, City Recorder

**Adopted: May 13, 2008**

After Recording Return To:  
Debbie Stickney, City Recorder  
City of Troutdale  
104 SE Kibling Avenue  
Troutdale, OR 97060

Multnomah County Official Records  
C Swick, Deputy Clerk

2008-078175



\$36.00

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05/23/2008 10:27:18 AM

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\$20.00 \$11.00 \$5.00

Cnt=1 Stn=25 ATLJH

### UNDERGROUND WATER SERVICE LINE EASEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, City of Troutdale ("Grantor") hereby grants to Yoshida Family Limited Partnership (Grantee) an easement over, under, upon and across the following described property (the "Property"), situated in Multnomah County, State of Oregon:

Tract A, Troutdale Town Center, recorded in Book 1233, Page 100, Multnomah County Deed Records.

The easement being an area of land within Tract A more particularly described as follows: The easternmost landscape strip of Tract A as shown in Exhibit 1.

### TERMS, CONDITIONS, AND COVENANTS

1. This easement shall be for the right to enter upon the Property and to install, maintain, repair, and operate a Fire Department Connection (FDC) consisting of an underground water service line and an above ground standpipe.
2. Grantor shall have the right to use the Property for all purposes not inconsistent with the uses and purposes of this easement, including paving over for vehicular traffic and parking, except Grantor shall not build or erect any structure or improvement upon, over or under the Property without the prior written consent of Grantee, or allow any encroachments which could interfere with or compromise Grantee's ability to exercise its rights under this easement.
3. If Grantee shall fail to use this easement for a continuous period of five years after the installation of the FDC, then this easement shall terminate and all rights granted hereunder shall revert to Grantor.
4. As used herein, the singular shall include the plural and vice versa.
5. This easement inures to the benefit of and binds the parties hereto, their heirs, devisees, administrators, executors, successors and assigns.
6. Grantee will indemnify and hold harmless Grantor, its heirs, successors, and assigns, from and against any and all claims of injury to person or property arising out of or resulting from the construction, operation, or maintenance of said FDC water service line. This instrument, and the covenants and agreements contained in this instrument, shall inure to the benefit of and be binding and obligatory upon

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7. the heirs, executors, administrators, successors, and assigns of the respective parties.
8. Grantee, upon the initial installation of the FDC, and upon each and every occasion that the same be repaired, replaced, renewed, added to, or removed, shall restore the premises of Grantor, and any improvements disturbed by Grantee, to as good a condition as they were prior to any such installation or work, including the restoration of any topsoil and landscaping.
8. As soon as reasonably possible and at Grantee's sole expense, Grantee shall purchase, plant and install landscaping materials on the Property as approved by Grantor. Subsequent to Grantee's initial planting and installing of landscape material, Grantee shall be solely responsible for maintaining the landscaping. Grantee shall at all times keep the Property safe, neat and orderly as follows:
  - a. Grantee shall promptly remove debris and dead and worn landscape materials from the Property. Grantee shall replace landscape materials, as needed, to be consistent with the initial planting.
  - b. Grantee shall weed, water and trim landscaping materials on the Property as necessary.

IN WITNESS WHEREOF, the parties have executed this easement this 14<sup>th</sup> day of May, 2008.

CITY OF TROUTDALE

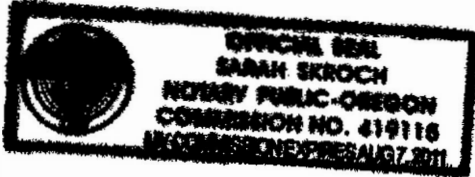
By: Paul H. Hofer  
Title: Mayor

YOSHIDA FAMILY LIMITED PARTNERSHIP  
By its General Manager, Yoshidas, Inc.

By: Deena Bosworth  
Title: Corporate Secretary

State of Oregon )  
 ) ss.  
County of Multnomah )

This instrument was acknowledged before me this 14<sup>th</sup> day of May,  
2008, by Paul Thalhofer, the Mayor of the City of  
Troutdale, an Oregon municipality.



Sueh Sevel  
Notary Public for Oregon  
My Commission Expires: Aug. 7, 2011

State of Oregon )  
 ) ss.  
County of Multnomah )

This instrument was acknowledged before me this 23<sup>rd</sup> day of April,  
2008, by Debra Basworth, the Corporate Secretary of Yoshida Family  
Limited Partnership, an Oregon limited partnership, by its General Partner, Yoshida's Inc.



Jody Gitten  
Notary Public for Oregon  
My Commission Expires:

