

RESOLUTION NO. 1956

A RESOLUTION ACCEPTING PERPETUAL EXCLUSIVE EASEMENTS FROM CASWELL PROPERTIES, LLC AND HANDY INVESTMENT GROUP, INC. FOR THE TROUTDALE CENTENNIAL ARCH MONUMENT

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The City desires to enhance a sense of identity and provide an incentive for economic development within its downtown business area by the construction of the Troutdale Centennial Arch Monument, a decorative arch that will span the Historic Columbia River Highway.
2. Construction of the arch will require easements from the property owners on both sides of the highway, upon whose property the arch will encroach.
3. Said property owners have agreed to donate the necessary easements, which are attached herewith as Attachment 1 and Attachment 2.


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

Section 1. The City accepts a perpetual, exclusive easement from Caswell Properties, LLC along the north side of the Historic Columbia River Highway, according to the terms and conditions of, and as described in, Attachment 1 included herewith.

Section 2. The City accepts a perpetual, exclusive easement from Handy Investment Group, Inc., along the south side of the Historic Columbia River Highway, according to the terms and conditions of, and as described in, Attachment 2 included herewith.

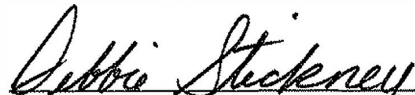
Section 3. This resolution is effective upon adoption.

YEAS: 5
NAYS: 0
ABSTAINED: 0



Paul Thalhofer, Mayor
July 23, 2008

Date



Debbie Stickney, City Recorder

Adopted: July 22, 2008

AFTER RECORDING RETURN TO:

CITY RECORDER
CITY OF TROUTDALE
104 SE KIBLING AVENUE
TROUTDALE, OR 97060

SEND TAX STATEMENT TO:

NO CHANGE

SPACE ABOVE RESERVED FOR RECORDING LABEL

ARCH AND SIGN EASEMENT

Caswell Properties, LLC, an Oregon limited liability company ("Grantor"), in consideration of no dollars but for other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the City of Troutdale, a municipal corporation of the State of Oregon ("Grantee") an exclusive and perpetual easement affecting the following described real property:

the North Side of the Highway portion of the Sign Easement area as described on Exhibit A and the Detail B portion (referencing Document No. 2000-138963) as depicted on Exhibit B attached hereto and by this reference made a part hereof (the "Easement Area"),

on the terms and conditions provided below:

IT IS UNDERSTOOD AND AGREED THAT:

- 1) **Purpose.** The purpose of the grant of this Easement is to provide an easement, on, in, and under the Easement Area, for (a) the location of the north end of the Troutdale Centennial Arch (the "Arch"), which is to be constructed and erected by Grantee, at Grantee's sole cost and expense, spanning the Historic Columbia River Highway; together with (b) reasonable access across Grantor's abutting property as necessary to construct, inspect, and maintain the Arch, it being understood that whenever possible Grantee shall primarily access the Easement Area from the adjacent public right of way and sidewalk.
- 2) **Successors; Consent of Grantor Required for Certain Transfers.** This Easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee. Notwithstanding the preceding sentence, a sale, assignment, exchange, or other transfer to a successor in title of Grantee other than to an affiliate of the City of Troutdale or an entity controlled by the Grantee shall require the prior written consent of Grantor, or the successor in title to the interest of Grantor in the Property, which consent will not be unreasonably withheld, delayed, or denied. It being the intent of the parties that the City of Troutdale, its affiliate, or a transferee with adequate expertise and financial resources to perform the Grantee Responsibilities, shall at all times be the person (a) holding the beneficial interest of the Grantee hereunder and (b) responsible for performing the Grantee Responsibilities, as defined in Section 3 below.

- 3) **Certain Access and Maintenance Rights and Responsibilities.** This Easement specifically includes the right of access for construction, inspection, maintenance, and reasonable rights of access to the Easement Area across Grantor's adjacent property. Grantee has the right to cut and remove from the Easement Area any trees and other encroachments that may endanger the safety of the general public or interfere with the Arch, the use and visibility of signs placed on the Arch, and/or appurtenances attached to or connected with the Arch. Grantee shall at all times, at Grantee's sole cost and expense, maintain the Arch and the Easement Area in good and safe condition and repair and in a manner that will not subject any pedestrian or motorist to an unreasonable risk of bodily injury or damage to property (collectively the "Grantee Responsibilities"). To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Grantee agrees to indemnify, defend, and hold Grantor harmless from any loss, liability, or claims of injury to person or property as a result of the negligence of Grantee, its agents, or employees in the operation or maintenance of the Arch.
- 4) **Reservation by Grantor.** Grantor reserves all other rights in the Easement Area not expressly granted in this Easement, but agrees not to exercise those reserved rights in a manner that would be materially inconsistent or interfere with, or otherwise materially affect, the rights of Grantee herein or frustrate the purpose of this Easement.
- 5) **Grantor Environmental Representations.** Grantor represents that to the best of its knowledge after appropriate inquiry under the circumstances, the Easement Area is in compliance with all local, State and Federal environmental laws and regulations. Grantor represents to the best of its knowledge that there are no underground storage tanks, as defined under Oregon law, presently on or under the Easement Area.
- 6) **Authority.** Grantor warrants that it has the authority to grant this Easement, that the Easement Area is free from all liens and encumbrances that would materially affect the Easement grant, and that it will defend the same to Grantee against the lawful claims and demands of all persons whomsoever.
- 7) **Adequacy of Consideration.** The consideration recited herein is accepted by Grantor as just compensation for the Easement grant, which includes damage to the remainder of Grantor's property resulting from the granting of this Easement.
- 8) **Termination.** This easement shall terminate (a) if the Arch is removed by Grantee with no intention to replace the Arch; or (b) if Grantee shall fail or refuse to perform the Grantee Responsibilities after notice from Grantor and a reasonable opportunity to cure.

[This space intentionally left blank]

IN WITNESS WHEREOF, Caswell Properties, LLC, has caused this instrument to be signed by Rip Caswell as its managing member this 13 day of June, 2008.

CASWELL PROPERTIES, LLC,
AN OREGON LIMITED LIABILITY COMPANY

BY: *Rip Caswell*
RIP CASWELL
MANAGING MEMBER

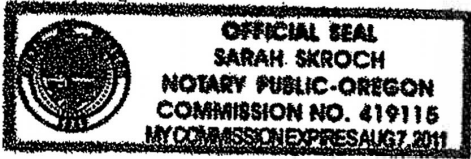
STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on June 13, 2008,
by Rip Caswell, as Managing Member of Caswell Properties, LLC.

Sarah Skroch
Notary Public for Oregon
My Commission expires Aug. 7, 2011

APPROVED AS TO FORM:

City Attorney



CERTIFICATE OF GRANTEE

Accepted by the City of Troutdale, via Resolution No. _____, on the _____ day of _____, 20_____.

Debbie Stickney, City Recorder

EXHIBIT A

ZTec Engineers, Inc.

Civil ♦ Structural ♦ Surveying

John McL. Middleton, P.E.

Chris C. Fischborn, P.L.S.

3737 SE 8th Ave.

Portland, OR 97202

503-235-8795

FAX: 503-233-7889

Email: chris@zttecengineers.com

RECEIVED

7-25-07JR

CITY OF TROUTDALE
DEPARTMENT OF COMMUNITY DEVELOPMENT

Sign Easement
North Side of Highway

An Easement for the purpose of installing and maintaining a sign over and across a portion of that Tract of land described in that Deed recorded as Document No. 2000-138963, Multnomah County Deed Records, located in the Northwest one-quarter of Section 25, Township 1 North, Range 3 East, of the Willamette Meridian, in the City of Troutdale, Multnomah County, Oregon. Said Easement being more particularly described as follows:

Beginning at a point on the North right-of-way line of the East Historic Columbia River Highway, said point being North 89°37'50" West a distance of 449.06 feet and North 00°22'10" East a distance of 70.00 feet from the Northwest corner of Block 1 of the Plat of "Town of Troutdale", said point also being South 00°53'00" East a distance of 23.35 feet, South 89°37'50" East a distance of 814.81 feet and North 00°22'10" East a distance of 40.00 feet from a 1/4 inch brass disc found at the East one-quarter corner of said Section 25, said point being the true point of beginning of the Easement herein described; thence North 00°22'10" East, perpendicular to said North right-of-way line, a distance of 4.50 feet; thence South 89°37'50" East, parallel with said North right-of-way line, a distance of 11.00 feet; thence South 00°22'10" West, perpendicular to said North right-of-way line, a distance of 4.50 feet to a point on said North right-of-way line; thence North 89°37'50" West, along said North right-of-way line, a distance of 11.00 feet to the true point of beginning of the Easement herein described.

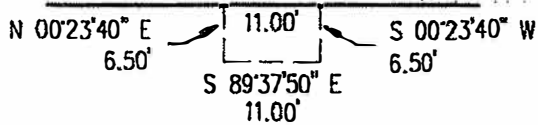
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Chris Fischborn

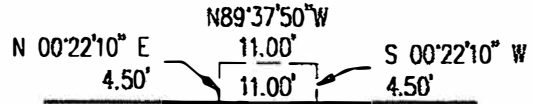
OREGON
JULY 17, 1961
CHRIS FISCHBORN
1944

EXHIBIT B

HISTORIC COLUMBIA RIVER HWY



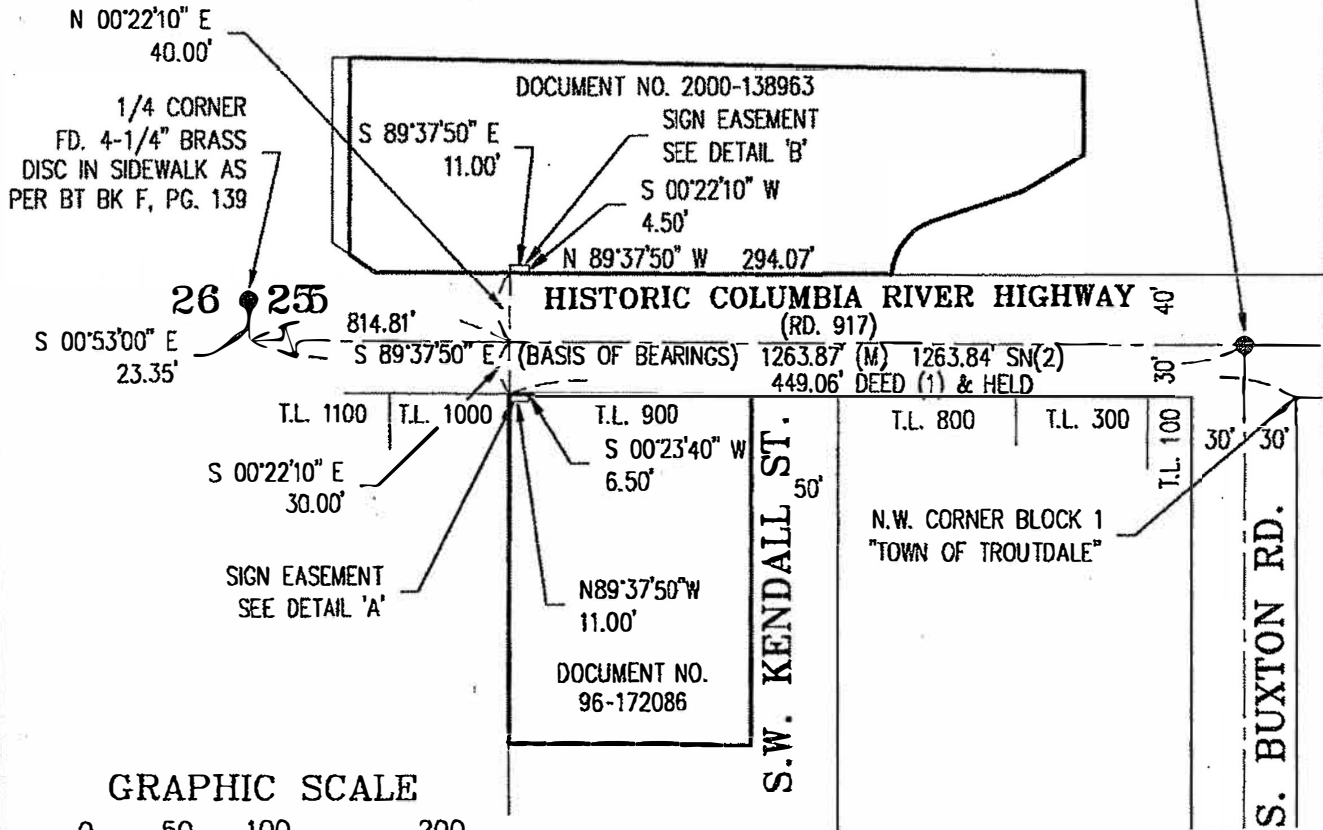
DETAIL 'A'
SIGN EASEMENT SOUTH
SCALE: 1"=20'



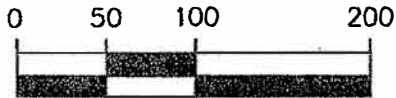
HISTORIC COLUMBIA RIVER HWY

DETAIL 'B'
SIGN EASEMENT NORTH
SCALE: 1"=20'

FD. 1/2" I.P. WITH YELLOW
PLASTIC CAP STAMPED "MULT. CO."
IN MONUMENT BOX (HELD)



GRAPHIC SCALE



(IN FEET)
1 INCH = 100 FEET

DEED (1) = DOCUMENT NO. 96-172086

TITLE:	EXHIBIT DRAWING	
DATE:	7-11-07	PLOT DATE: 5-30-08
DWG BY:	JHH	CHK BY: CCF
SHEET:	1 OF 1	FILE: N15301_EXH.DWG

ZTec ENGINEERS, INC.

3737 S.E. 8TH AVE.
PORTLAND, OREGON 97202
(503) 235-8795

CLIENT: LANE BROWN

AFTER RECORDING RETURN TO:

CITY RECORDER
CITY OF TROUTDALE
104 SE KIBLING AVENUE
TROUTDALE, OR 97060

SEND TAX STATEMENT TO:

NO CHANGE

SPACE ABOVE RESERVED FOR RECORDING LABEL

ARCH AND SIGN EASEMENT

Handy Investment Group, Inc. an Oregon Corporation (“Grantor”), in consideration of no dollars but for other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the City of Troutdale, a municipal corporation of the State of Oregon (“Grantee”) an exclusive and perpetual easement to construct, inspect, and maintain a commemorative structure (centennial arch or similar) erected for the benefit of the public and for no other purpose, affecting the following described real property:

the South Side of the Highway portion of the Sign Easement area as described on Exhibit A and the Detail A portion (referencing Document No. 96-172086) as depicted on Exhibit B attached hereto and by this reference made a part hereof (the “Easement Area”),

on the terms and conditions provided below:

IT IS UNDERSTOOD AND AGREED THAT:

- 1) **Purpose.** The purpose of the grant of this Easement is to provide an easement, on, in, and under the Easement Area, for (a) the location of the south end of the Troutdale Centennial Arch (the “Arch”), which is to be constructed and erected by Grantee, at Grantee’s sole cost and expense, spanning the Historic Columbia River Highway; together with (b) reasonable access across Grantor’s abutting property as necessary to construct, inspect, and maintain the Arch, it being understood that whenever possible Grantee shall primarily access the Easement Area from the adjacent public right of way and sidewalk.
- 2) **Successors; Consent of Grantor Required for Certain Transfers.** This Easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee. Notwithstanding the preceding sentence, a sale, assignment, exchange, or other transfer to a successor in title of Grantee other than to an affiliate of the City of Troutdale or an entity controlled by the Grantee shall require the prior written consent of Grantor, or the successor in title to the interest of Grantor in the Property, which consent will not be unreasonably withheld, delayed, or denied. It being the intent of the parties that the City of Troutdale, its affiliate, or a transferee with adequate expertise and financial resources to perform the Grantee Responsibilities, shall at all times be the person (a) holding the beneficial interest of the Grantee hereunder and (b) responsible for performing the Grantee Responsibilities, as defined in Section 3 below.
- 3) **Certain Access and Maintenance Rights and Responsibilities.** This Easement specifically

includes the right of access for construction, inspection, maintenance, and reasonable rights of access to the Easement Area across Grantor's adjacent property. Grantee has the right to cut and remove from the Easement Area any trees and other encroachments that may endanger the safety of the general public or interfere with the Arch, the use and visibility of signs placed on the Arch, and/or appurtenances attached to or connected with the Arch. Grantee shall at all times, at Grantee's sole cost and expense, maintain the Arch and the Easement Area in good and safe condition and repair and in a manner that will not subject any pedestrian or motorist to an unreasonable risk of bodily injury or damage to property (collectively the "Grantee Responsibilities"). To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Grantee agrees to indemnify, defend, and hold Grantor harmless from any loss, liability, or claims of injury to person or property as a result of the negligence of Grantee, its agents, or employees in the operation or maintenance of the Arch.

- 4) **Reservation by Grantor.** Grantor reserves all other rights in the Easement Area not expressly granted in this Easement, but agrees not to exercise those reserved rights in a manner that would be materially inconsistent or interfere with, or otherwise materially affect, the rights of Grantee herein or frustrate the purpose of this Easement.
- 5) **Grantor Environmental Representations.** Grantor represents that to the best of its knowledge after appropriate inquiry under the circumstances, the Easement Area is in compliance with all local, State and Federal environmental laws and regulations. Grantor represents to the best of its knowledge that there are no underground storage tanks, as defined under Oregon law, presently on or under the Easement Area.
- 6) **Authority.** Grantor warrants that it has the authority to grant this Easement, that the Easement Area is free from all liens and encumbrances that would materially affect the Easement grant, and that it will defend the same to Grantee against the lawful claims and demands of all persons whomsoever.
- 7) **Adequacy of Consideration.** The consideration recited herein is accepted by Grantor as just compensation for the Easement grant, which includes damage to the remainder of Grantor's property resulting from the granting of this Easement.
- 8) **Termination.** This easement shall terminate (a) if the Arch is removed by Grantee with no intention to replace the Arch; (b) if Grantee shall fail or refuse to perform the Grantee Responsibilities after notice from Grantor and a reasonable opportunity to cure; or (c) notwithstanding that this easement is intended to continue in perpetuity, this easement will terminate upon the expiration of 730 days from the date of recording if the Grantee fails to erect a physical structure or any portion thereof within the easement area as described on Exhibit A.

IN WITNESS WHEREOF, Handy Investment Group, Inc., has caused this instrument to be signed by Neil Handy, President, this ____ day of May, 2008.

HANDY INVESTMENT GROUP, INC.

BY: _____
NEIL HANDY
PRESIDENT

STATE OF OREGON
County of Multnomah

This instrument was acknowledged before me on _____, 2008,
by Neil Handy, as President of Handy Investment Group, Inc.

Notary Public for Oregon
My Commission expires _____

APPROVED AS TO FORM:

City Attorney

CERTIFICATE OF GRANTEE

Accepted by the City of Troutdale, via Resolution No. _____, on the ____ day of
_____, 20____.

Debbie Stickney, City Recorder

AFTER RECORDING RETURN TO:

CITY RECORDER
CITY OF TROUTDALE
104 SE KIBLING AVENUE
TROUTDALE, OR 97060



\$41.00

07/02/2009 11:19:52 AM

1R-EASEMT
\$25.00 \$11.00 \$5.00

Cnt=1 Stn=10 RECCASH1

SEND TAX STATEMENT TO:

NO CHANGE

SPACE ABOVE RESERVED FOR RECORDING LABEL

ARCH AND SIGN EASEMENT

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the North Side of the Highway portion of the Sign Easement area as described on Exhibit A and the Detail B portion (referencing Document No. 2000-138963) as depicted on Exhibit B attached hereto and by this reference made a part hereof (the "Easement Area"),

on the terms and conditions provided below:

IT IS UNDERSTOOD AND AGREED THAT:

- 1) **Purpose.** The purpose of the grant of this Easement is to provide an easement, on, in, and under the Easement Area, for (a) the location of the north end of the Troutdale Centennial Arch (the "Arch"), which is to be constructed and erected by Grantee, at Grantee's sole cost and expense, spanning the Historic Columbia River Highway; together with (b) reasonable access across Grantor's abutting property as necessary to construct, inspect, and maintain the Arch, it being understood that whenever possible Grantee shall primarily access the Easement Area from the adjacent public right of way and sidewalk.
- 2) **Successors; Consent of Grantor Required for Certain Transfers.** This Easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee. Notwithstanding the preceding sentence, a sale, assignment, exchange, or other transfer to a successor in title of Grantee other than to an affiliate of the City of Troutdale or an entity controlled by the Grantee shall require the prior written consent of Grantor, or the successor in title to the interest of Grantor in the Property, which consent will not be unreasonably withheld, delayed, or denied. It being the intent of the parties that the City of Troutdale, its affiliate, or a transferee with adequate expertise and financial resources to perform the Grantee Responsibilities, shall at all times be the person (a) holding the beneficial interest of the Grantee hereunder and (b) responsible for performing the Grantee Responsibilities, as defined in Section 3 below.

5

- 3) **Certain Access and Maintenance Rights and Responsibilities.** This Easement specifically includes the right of access for construction, inspection, maintenance, and reasonable rights of access to the Easement Area across Grantor's adjacent property. Grantee has the right to cut and remove from the Easement Area any trees and other encroachments that may endanger the safety of the general public or interfere with the Arch, the use and visibility of signs placed on the Arch, and/or appurtenances attached to or connected with the Arch. Grantee shall at all times, at Grantee's sole cost and expense, maintain the Arch and the Easement Area in good and safe condition and repair and in a manner that will not subject any pedestrian or motorist to an unreasonable risk of bodily injury or damage to property (collectively the "Grantee Responsibilities"). To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Grantee agrees to indemnify, defend, and hold Grantor harmless from any loss, liability, or claims of injury to person or property as a result of the negligence of Grantee, its agents, or employees in the operation or maintenance of the Arch.
- 4) **Reservation by Grantor.** Grantor reserves all other rights in the Easement Area not expressly granted in this Easement, but agrees not to exercise those reserved rights in a manner that would be materially inconsistent or interfere with, or otherwise materially affect, the rights of Grantee herein or frustrate the purpose of this Easement.
- 5) **Grantor Environmental Representations.** Grantor represents that to the best of its knowledge after appropriate inquiry under the circumstances, the Easement Area is in compliance with all local, State and Federal environmental laws and regulations. Grantor represents to the best of its knowledge that there are no underground storage tanks, as defined under Oregon law, presently on or under the Easement Area.
- 6) **Authority.** Grantor warrants that it has the authority to grant this Easement, that the Easement Area is free from all liens and encumbrances that would materially affect the Easement grant, and that it will defend the same to Grantee against the lawful claims and demands of all persons whomsoever.
- 7) **Adequacy of Consideration.** The consideration recited herein is accepted by Grantor as just compensation for the Easement grant, which includes damage to the remainder of Grantor's property resulting from the granting of this Easement.
- 8) **Termination.** This easement shall terminate (a) if the Arch is removed by Grantee with no intention to replace the Arch; of (b) if Grantee shall fail or refuse to perform the Grantee Responsibilities after notice from Grantor and a reasonable opportunity to cure.

[This space intentionally left blank]

IN WITNESS WHEREOF, Caswell Properties, LLC, has caused this instrument to be signed by Rip Caswell as its managing member this 13 day of June, 2008.

CASWELL PROPERTIES, LLC,
AN OREGON LIMITED LIABILITY COMPANY

BY: *Rip Caswell*
RIP CASWELL
MANAGING MEMBER

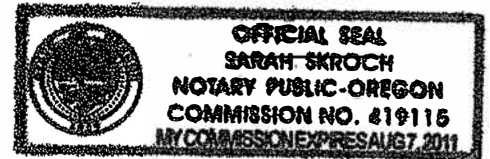
STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on 13th June, 13, 2008,
by Rip Caswell, as Managing Member of Caswell Properties, LLC.

Sarah Small
Notary Public for Oregon
My Commission expires Aug. 7, 2011

APPROVED AS TO FORM:

[Signature]
City Attorney



CERTIFICATE OF GRANTEE

Accepted by the City of Troutdale, via Resolution No. 1956, on the 22nd day of
July, 2008.

Debbie Stickney
Debbie Stickney, City Recorder

EXHIBIT A

ZTec Engineers, Inc.

Civil ♦ Structural ♦ Surveying

John McL. Middleton, P.E.

Chris C. Fischborn, P.L.S.

3737 SE 8th Ave.

Portland, OR 97202

503-235-8795

FAX: 503-233-7889

Email: chris@ztecengineers.com

Received by Sellards, P.E.

7-25-07JR

CITY OF TROUTDALE
DEPARTMENT OF COMMUNITY DEVELOPMENT

Sign Easement
North Side of Highway

An Easement for the purpose of installing and maintaining a sign over and across a portion of that Tract of land described in that Deed recorded as Document No. 2000-138963, Multnomah County Deed Records, located in the Northwest one-quarter of Section 25, Township 1 North, Range 3 East, of the Willamette Meridian, in the City of Troutdale, Multnomah County, Oregon. Said Easement being more particularly described as follows:

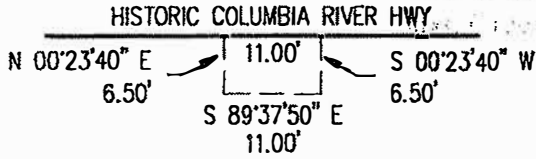
Beginning at a point on the North right-of-way line of the East Historic Columbia River Highway, said point being North 89°37'50" West a distance of 449.06 feet and North 00°22'10" East a distance of 70.00 feet from the Northwest corner of Block 1 of the Plat of "Town of Troutdale", said point also being South 00°53'00" East a distance of 23.35 feet, South 89°37'50" East a distance of 814.81 feet and North 00°22'10" East a distance of 40.00 feet from a 1¼ inch brass disc found at the East one-quarter corner of said Section 25, said point being the true point of beginning of the Easement herein described; thence North 00°22'10" East, perpendicular to said North right-of-way line, a distance of 4.50 feet; thence South 89°37'50" East, parallel with said North right-of-way line, a distance of 11.00 feet; thence South 00°22'10" West, perpendicular to said North right-of-way line, a distance of 4.50 feet to a point on said North right-of-way line; thence North 89°37'50" West, along said North right-of-way line, a distance of 11.00 feet to the true point of beginning of the Easement herein described.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

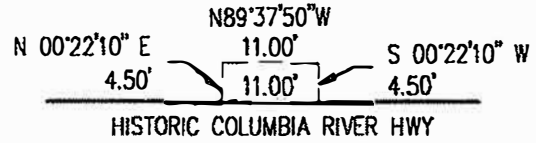
Chris Fischborn

OREGON
JULY 17, 1981
CHRIS FISCHBORN
1944

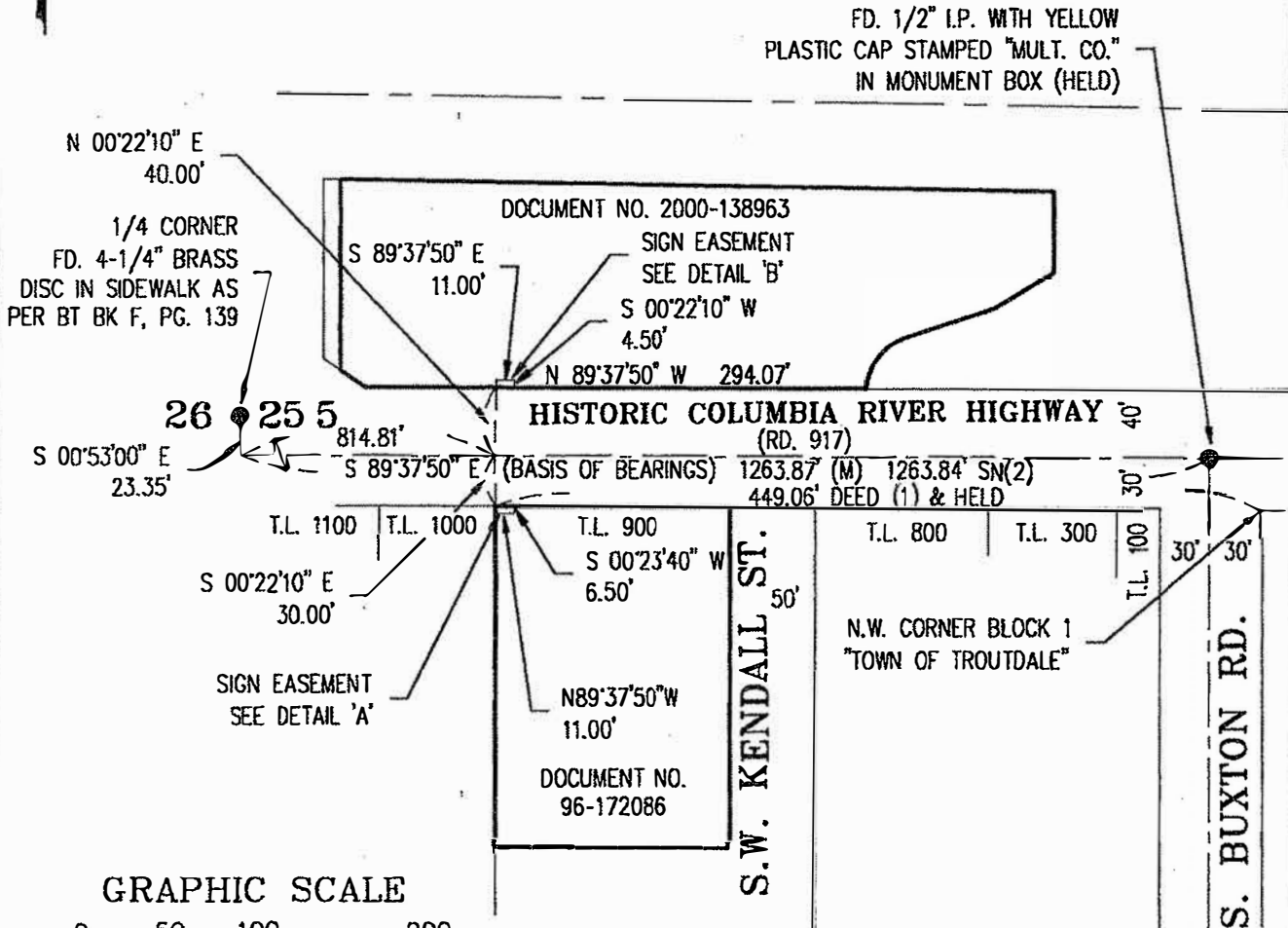
EXHIBIT B



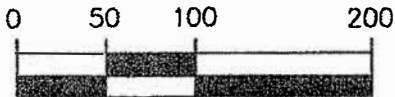
DETAIL 'A'
SIGN EASEMENT SOUTH
SCALE: 1"=20'



DETAIL 'B'
SIGN EASEMENT NORTH
SCALE: 1"=20'



GRAPHIC SCALE



(IN FEET)
1 INCH = 100 FEET

TITLE:	EXHIBIT DRAWING	
DATE:	7-11-07	PLOT DATE: 5-30-08
DWG BY:	JHH	CHK BY: CCF
SHEET:	1 OF 1	FILE: N15301_EXH.DWG

ZToc ENGINEERS, INC.
3737 S.E. 8TH AVE.
PORTLAND, OREGON 97202
(503) 235-8795

CLIENT: LANE BROWN

AFTER RECORDING RETURN TO:

CITY RECORDER
CITY OF TROUTDALE
104 SE KIBLING AVENUE
TROUTDALE, OR 97060



00521706200900941210050051

\$41.00

07/02/2009 11:19:52 AM

1R-EASEMT
\$25.00 \$11.00 \$5.00

Cnt=1 Stn=10 RECCASH1

SEND TAX STATEMENT TO:

NO CHANGE

SPACE ABOVE RESERVED FOR RECORDING LABEL

ARCH AND SIGN EASEMENT

Handy Investment Group, Inc. an Oregon Corporation (“Grantor”), in consideration of no dollars but for other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the City of Troutdale, a municipal corporation of the State of Oregon (“Grantee”) an exclusive and perpetual easement to construct, inspect, and maintain a commemorative structure (centennial arch or similar) erected for the benefit of the public and for no other purpose, affecting the following described real property:

the South Side of the Highway portion of the Sign Easement area as described on Exhibit A and the Detail A portion (referencing Document No. 96-172086) as depicted on Exhibit B attached hereto and by this reference made a part hereof (the “Easement Area”),

on the terms and conditions provided below:

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- 1) **Purpose.** The purpose of the grant of this Easement is to provide an easement, on, in, and under the Easement Area, for (a) the location of the south end of the Troutdale Centennial Arch (the “Arch”), which is to be constructed and erected by Grantee, at Grantee’s sole cost and expense, spanning the Historic Columbia River Highway; together with (b) reasonable access across Grantor’s abutting property as necessary to construct, inspect, and maintain the Arch, it being understood that whenever possible Grantee shall primarily access the Easement Area from the adjacent public right of way and sidewalk.
- 2) **Successors; Consent of Grantor Required for Certain Transfers.** This Easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee. Notwithstanding the preceding sentence, a sale, assignment, exchange, or other transfer to a successor in title of Grantee other than to an affiliate of the City of Troutdale or an entity controlled by the Grantee shall require the prior written consent of Grantor, or the successor in title to the interest of Grantor in the Property, which consent will not be unreasonably withheld, delayed, or denied. It being the intent of the parties that the City of Troutdale, its affiliate, or a transferee with adequate expertise and financial resources to perform the Grantee Responsibilities, shall at all times be the person (a) holding the beneficial interest of the Grantee hereunder and (b) responsible for performing the Grantee Responsibilities, as defined in Section 3 below.
- 3) **Certain Access and Maintenance Rights and Responsibilities.** This Easement specifically includes the right of access for construction, inspection, maintenance, and reasonable rights

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ad

of access to the Easement Area across Grantor's adjacent property. Grantee has the right to cut and remove from the Easement Area any trees and other encroachments that may endanger the safety of the general public or interfere with the Arch, the use and visibility of signs placed on the Arch, and/or appurtenances attached to or connected with the Arch. Grantee shall at all times, at Grantee's sole cost and expense, maintain the Arch and the Easement Area in good and safe condition and repair and in a manner that will not subject any pedestrian or motorist to an unreasonable risk of bodily injury or damage to property (collectively the "Grantee Responsibilities"). To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Grantee agrees to indemnify, defend, and hold Grantor harmless from any loss, liability, or claims of injury to person or property as a result of the negligence of Grantee, its agents, or employees in the construction, operation, or maintenance of the Arch.

- 4) **Reservation by Grantor.** Grantor reserves all other rights in the Easement Area not expressly granted in this Easement, but agrees not to exercise those reserved rights in a manner that would be materially inconsistent or interfere with, or otherwise materially affect, the rights of Grantee herein or frustrate the purpose of this Easement.
- 5) **Grantor Environmental Representations.** Grantor represents that to the best of its knowledge after appropriate inquiry under the circumstances, the Easement Area is in compliance with all local, State and Federal environmental laws and regulations. Grantor represents to the best of its knowledge that there are no underground storage tanks, as defined under Oregon law, presently on or under the Easement Area.
- 6) **Authority.** Grantor warrants that it has the authority to grant this Easement, that the Easement Area is free from all liens and encumbrances that would materially affect the Easement grant, and that it will defend the same to Grantee against the lawful claims and demands of all persons whomsoever.
- 7) **Adequacy of Consideration.** The consideration recited herein is accepted by Grantor as just compensation for the Easement grant, which includes damage to the remainder of Grantor's property resulting from the granting of this Easement.
- 8) **Termination.** This easement shall terminate (a) if the Arch is removed by Grantee with no intention to replace the Arch; (b) if Grantee shall fail or refuse to perform the Grantee Responsibilities after notice from Grantor and a reasonable opportunity to cure; or (c) notwithstanding that this easement is intended to continue in perpetuity, this easement will terminate upon the expiration of 730 days from the date of recording if the Grantee fails to erect a physical structure or any portion thereof within the easement area as described on Exhibit A.

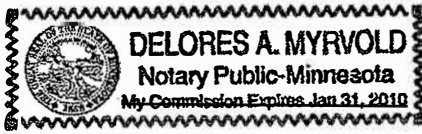
IN WITNESS WHEREOF, Handy Investment Group, Inc., has caused this instrument to be signed by Dale A. Handy, President, this 12th day of June, 2009.

HANDY INVESTMENT GROUP, INC.

BY: *Dale Handy*
DALE A. HANDY
PRESIDENT

STATE OF MINNESOTA
County of Ramsey

This instrument was acknowledged before me on June 12th, 2009,
by Dale A. Handy, as President of Handy Investment Group, Inc.



Delores A. Myrvold
Notary Public for Minnesota
My Commission expires January 31, 2010

APPROVED AS TO FORM:

[Signature]
City Attorney

CERTIFICATE OF GRANTEE

Accepted by the City of Troutdale, via Resolution No. 1956, on the 22nd day of
July, 2008.

Debbie Stickney
Debbie Stickney, City Recorder

Hand

EXHIBIT A
ZTec Engineers, Inc.

Civil ♦ Structural ♦ Surveying

John McL. Middleton, P.E.

Chris C. Fischborn, P.L.S.

Ronald b. Sellards, P.E.

3737 SE 8th Ave.

Portland, OR 97202

503-235-8795

FAX: 503-233-7889

Email: chris@ztecengineers.com

Sign Easement
South Side of Highway

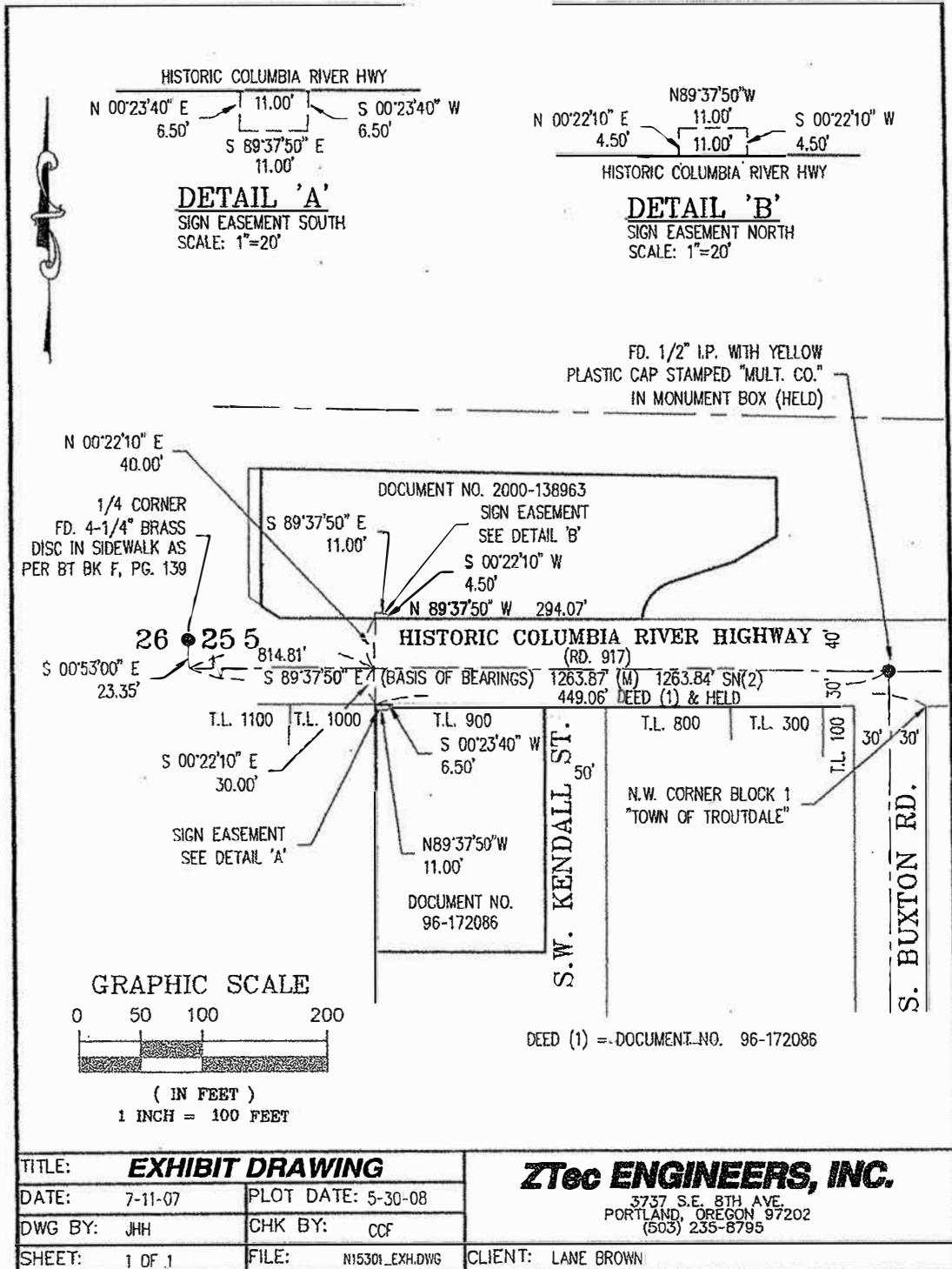
An Easement for the purpose of installing and maintaining a sign over and across a portion of that Tract of land described in that Deed recorded as Document No. 96-172086, Multnomah County Deed Records, located in the Southwest one-quarter of Section 25, Township 1 North, Range 3 East, of the Willamette Meridian, in the City of Troutdale, Multnomah County, Oregon. Said Easement being more particularly described as follows:

Beginning at the Northwest corner of said Document No. 96-172086 Tract, said point being on the South right-of-way line of the East Historical Columbia River Highway, at a point that is North 89°37'50" West a distance of 449.06 feet from the Northwest corner of Block 1 of the Plat of "Town of Troutdale", said point also being South 00°53'00" East a distance of 23.35 feet, South 89°37'50" East a distance of 814.81 feet and South 00°22'10" West a distance of 30.00 feet from a 4/4 inch brass disc found at the West one-quarter corner of said Section 25, said point being the true point of beginning of the Easement herein described; thence South 89°37'50" East, along said South right-of-way line, a distance of 11.00 feet; thence South 00°23'40" West, parallel with the West line of said Document No. 96-172086 Tract, a distance of 6.50 feet; thence North 89°37'50" West, parallel with said South right-of-way line, a distance of 11.00 feet to a point on the West line of said Document No. 96-172086 Tract; thence North 00°23'40" East, along said West line, a distance of 6.50 feet to the true point of beginning of the Easement herein described.



Orak

EXHIBIT B



Handwritten signature