

## RESOLUTION NO. 2104

### A RESOLUTION ACCEPTING A PUBLIC RECREATIONAL TRAIL EASEMENT FROM THE PORT OF PORTLAND RELATING TO THE TROUTDALE REYNOLDS INDUSTRIAL PROPERTY (TRIP)

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

1. The Port of Portland ("Port") is redeveloping the TRIP Property into industrial and commercial facilities.
2. The Port has constructed a Recreational Trail as part of the public improvements related to the TRIP Property.
3. Pursuant to an Intergovernmental Agreement between the City and the Port, the Port is to dedicate for public use the Recreational Trail by grant of an easement to the City.

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

Section 1. The City of Troutdale accepts the Public Recreational Trail Easement as shown in Exhibit B of the staff report from the Port of Portland.

Section 2. This resolution is effective upon adoption.


YEAS: 7

NAYS: 0

ABSTAINED: 0

  
\_\_\_\_\_  
Mayor Jim Kight

  
\_\_\_\_\_  
Date

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

Adopted: May 10, 2011

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



\$76.00

06/01/2011 11:19:06 AM

1R-EASEMT

Cnt=1 Str=10 RECCASH1

\$25.00 \$11.00 \$15.00 \$5.00 \$20.00

2011-037

**PUBLIC RECREATIONAL TRAIL EASEMENT  
(Airport Entrance)**

KNOW ALL PEOPLE BY THESE PRESENTS, that the PORT OF PORTLAND, a port district of the State of Oregon ("Grantor"), the owner and operator of Troutdale Airport ("Airport"), in consideration for the mutual benefit accorded the public and the parties hereto but for no monetary consideration, does forever grant unto the CITY OF TROUTDALE, an Oregon municipal corporation, ("Grantee") a perpetual, non-exclusive easement over the burdened premises described on the attached Exhibit A, together with the right of ingress and egress necessary or appropriate for the construction, operation, repair, reconstruction, and maintenance of permitted facilities ("Easement Area").

TO HAVE AND TO HOLD the above-described perpetual, non-exclusive easement unto Grantee according to the following conditions and covenants:

The easement shall run with all land benefited and burdened hereby.

The perpetual, non-exclusive easement herein granted shall include the right, but not the duty, to operate, repair, reconstruct, and maintain a public bikeways and pedestrian paths, for public recreational purposes.

Grantee recognizes its obligations to comply with federal airport security regulations applicable to the Airport. The Grantor shall notify Grantee of any such federal airport security regulations which are or may become applicable to Grantee's use or occupancy of the Easement Area. As of the Effective Date, there are no applicable federal airport security regulations that apply to the use or occupancy of the Easement Area.

This Easement shall be subject to the provisions of any existing or future agreements between the Grantor and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

Grantee's right to use the Easement Area for the purposes as set forth in this Easement shall be secondary and subordinate to the operation of the Airport. Grantee acknowledges that because of the close location of the Easement Area to the Airport, noise, vibration, fumes, debris and other interference with the use of the Easement Area will be caused by Airport operations. Grantee hereby waives any and all rights or remedies against the Grantor arising out of any noise, vibration, fumes, debris and other interference that is caused by the operation of the Airport. The Grantor specifically reserves for itself, and for the public, a right of flight for the

5

passage of aircraft in the airspace above the surface of the Easement Area together with the right to cause in said airspace such noise, vibration, fumes, debris and other interferences as may be inherent in the present and future operation of aircraft. If continued flight operations so require, height restrictions on buildings and other improvements may be imposed on the Easement Area.

Uses associated with or incidental to the operation and maintenance of the levee and incidental to the Grantor's ability to maintain its mitigation areas shall take precedence over public recreational use in the event of any conflict.

This Easement shall be subject and subordinate to the bonds and ordinances which create liens and encumbrances affecting the Easement Area.

Grantee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that to the extent applicable it shall comply with 49 CFR 21, *Nondiscrimination in Federally Assisted Programs of the Department of Transportation*, as said regulations may be amended and in furtherance thereof, does hereby covenant and agree that: (a) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (b) that in the construction of any Improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

This easement does not require any action by Grantee except the duty to repair as follows:

Grantee shall maintain the trail for recreational uses in accordance with the Code of the City of Troutdale.

Grantee, upon the initial construction and upon each and every occasion that any change in the Easement Area is made by Grantee, shall restore the Easement Area 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 pavements, gravel areas, topsoil, and lawn.

This easement is non-exclusive; provided, however, subject to the terms of this Public Recreational Trail Easement, no other use of the Easement Area shall materially interfere with Grantee's rights hereunder. No activities, structures, vegetation or trees will be allowed within the Easement Area without Grantee's prior written consent, which will not be unreasonably withheld or delayed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

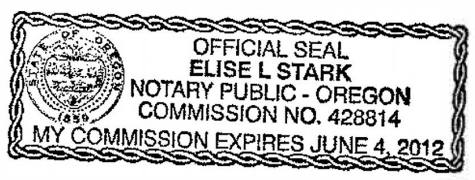
This instrument, and the covenants and agreements contained in this instrument, shall inure to the benefit of and be binding and obligatory upon the successors and assigns of the respective parties.

GRANTOR:  
THE PORT OF PORTLAND  
By: [Signature]  
Bill Wyatt, Executive Director

APPROVED AS TO LEGAL SUFFICIENCY:  
By: [Signature]  
Attorney for the Port of Portland

STATE OF OREGON            )  
  )ss.  
County of Multnomah \_\_\_\_\_)

This instrument was acknowledged before me on April 21, 2011, by Bill Wyatt as Executive Director of the Port of Portland.



[Signature]  
Notary Public – State of Oregon  
My commission expires: June 4, 2012

ACCEPTED ON BEHALF OF THE CITY OF TROUTDALE, via Resolution No. 2104  
on the 10<sup>th</sup> day of May, 2011.

[Signature]  
Debbie Stickney, City Recorder

APPROVED AS TO FORM:  
By: \_\_\_\_\_  
City Attorney

## **EXHIBIT A**

### **BURDENED PROPERTY DESCRIPTION**

A TRACT OF LAND DESCRIBED IN DEED TO THE PORT OF PORTLAND, RECORDED AUGUST 11, 1982, IN DEED BOOK 1611, PAGE 893, MULTNOMAH COUNTY DEED RECORDS.

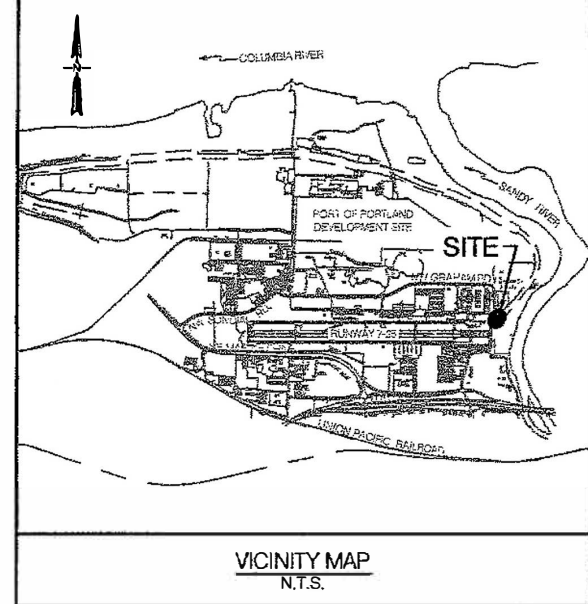
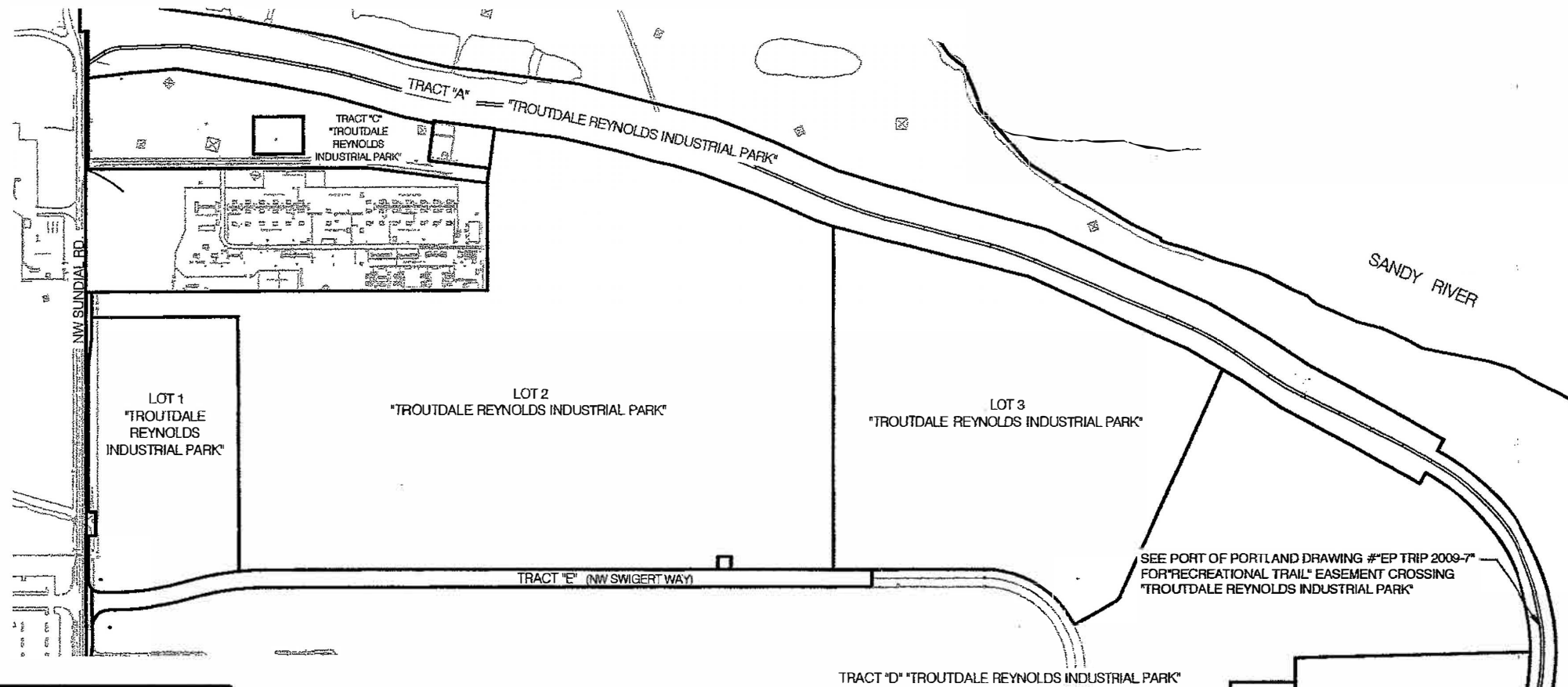
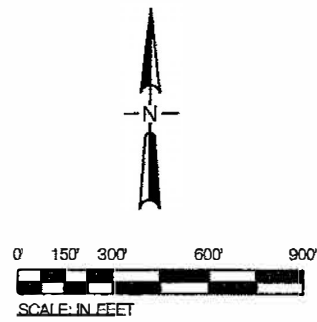
### **RECREATIONAL TRAIL EASEMENT DESCRIPTION**

A STRIP OF LAND 12-FEET WIDE BEING A PORTION OF THE LEWIS MARR D.L.C. No.45, SITUATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CITY OF TROUTDALE, MULTNOMAH COUNTY, OREGON, CROSSING THAT TRACT OF LAND DESCRIBED IN DEED TO THE PORT OF PORTLAND, RECORDED AUGUST 11, 1982, IN DEED BOOK 1611, PAGE 893, MULTNOMAH COUNTY DEED RECORDS, SAID EASEMENT BEING SIX-FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A 4-INCH BRASS DISK IN CONCRETE AT THE SOUTHWEST CORNER OF SAID SECTION 24; THENCE NORTH  $51^{\circ}57'54''$  EAST, 1,487.01 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NW GRAHAM ROAD (30.00 FEET FROM CENTERLINE) AT THE CENTERLINE OF A RECREATIONAL PAVED TRAIL AND THE TRUE POINT OF BEGINNING; THENCE, CROSSING SAID DEED BOOK 1611, PAGE 893 AND RUNNING ALONG THE CENTERLINE OF SAID RECREATIONAL PAVED TRAIL, NORTH  $80^{\circ}56'12''$  EAST, 26.16 FEET TO THE WESTERLY LINE OF TRACT "A", "TROUTDALE REYNOLDS INDUSTRIAL PARK" SUBDIVISION AND THE EASTERLY LINE OF SAID DEED BOOK 1611, PAGE 893 AND THE POINT OF TERMINUS,

THE SIDELINES OF SAID EASEMENT ARE TO BE LENGTHEN OR SHORTENED TO BEGIN ON THE EASTERLY RIGHT OF WAY LINE OF SAID NW GRAHAM ROAD AND TERMINATE ON THE EASTERLY LINE OF DEED BOOK 1611, PAGE 893, MULTNOMAH COUNTY DEED RECORDS.

THE BEARINGS IN THIS DESCRIPTION ARE BASED UPON SURVEY No. 60128, AS RECORDED, IN MULTNOMAH COUNTY SURVEY RECORDS, MULTNOMAH COUNTY, OREGON.



**RECREATIONAL TRAIL EASEMENT DESCRIPTION**

A STRIP OF LAND 12-FOOT WIDE BEING A PORTION OF THE LEWIS MARR D.L.C. No. 45, SITUATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CITY OF TROUTDALE, MULTNOMAH COUNTY, OREGON, CROSSING THAT TRACT OF LAND DESCRIBED IN DEED TO THE PORT OF PORTLAND, RECORDED AUGUST 11, 1982, IN DEED BOOK 1611, PAGE 893, MULTNOMAH COUNTY DEED RECORDS, SAID EASEMENT BEING SIX-FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A 4-INCH BRASS DISK IN CONCRETE AT THE SOUTHWEST CORNER OF SAID SECTION 24; THENCE NORTH 51°57'54" EAST, 1,487.01 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NW GRAHAM ROAD (30.00 FEET FROM CENTERLINE) AT THE CENTERLINE OF A RECREATIONAL PAVED TRAIL AND THE TRUE POINT OF BEGINNING; THENCE, CROSSING SAID DEED BOOK 1611, PAGE 893 AND RUNNING ALONG THE CENTERLINE OF SAID RECREATIONAL PAVED TRAIL, NORTH 80°56'12" EAST, 26.16 FEET TO THE WESTERLY LINE OF TRACT "A", "TROUTDALE REYNOLDS INDUSTRIAL PARK" SUBDIVISION AND THE EASTERLY LINE OF SAID DEED BOOK 1611, PAGE 893 AND THE POINT OF TERMINUS.

THE SIDELINES OF SAID EASEMENT ARE TO BE LENGTHENED OR SHORTENED TO BEGIN ON THE EASTERLY RIGHT OF WAY LINE OF SAID NW GRAHAM ROAD AND TERMINATE ON THE EASTERLY LINE OF DEED BOOK 1611, PAGE 893, MULTNOMAH COUNTY DEED RECORDS.

THE BEARINGS IN THIS DESCRIPTION ARE BASED UPON SURVEY No. 60128, AS RECORDED, IN MULTNOMAH COUNTY SURVEY RECORDS, MULTNOMAH COUNTY, OREGON.

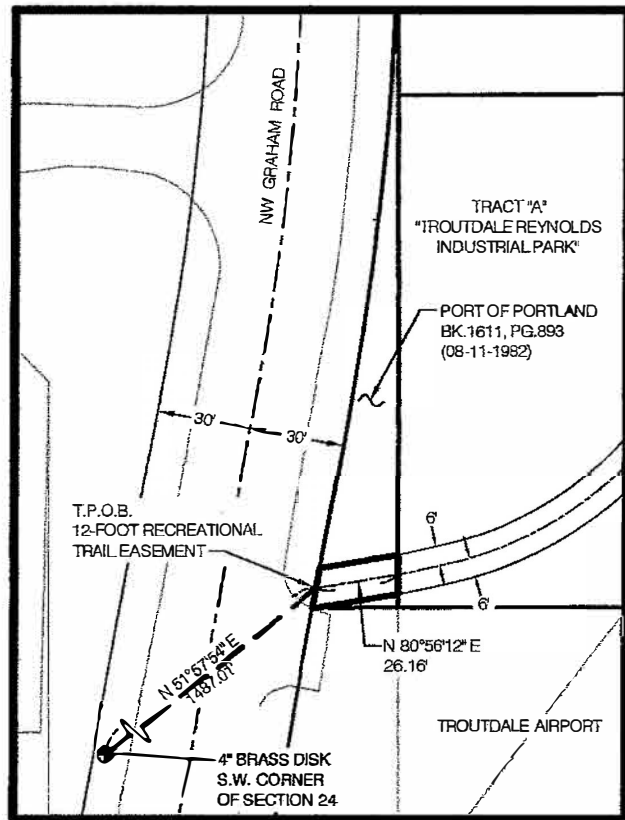
EXHIBIT     A      
PAGE     2      
OF     2    

**NOTES:**

THE PURPOSE OF THIS SURVEY IS TO DEFINE THE LOCATION OF THE 12-FOOT WIDE RECREATIONAL TRAIL EASEMENT CROSSING PORT OF PORTLAND AIRPORT PROPERTY. THE CENTERLINE OF THE EASEMENT WAS ESTABLISHED FROM SURVEYED AS-BUILT INFORMATION. THE BEARINGS BASED UPON SURVEY No. 60128, AS RECORDED, IN MULTNOMAH COUNTY SURVEY RECORDS, MULTNOMAH COUNTY, OREGON.

SEE PORT OF PORTLAND DRAWING # "EP TRIP 2009-7" FOR "RECREATIONAL TRAIL" EASEMENT CROSSING "TROUTDALE REYNOLDS INDUSTRIAL PARK".

THE BACKGROUND IS FOR INFORMATIONAL PURPOSES ONLY.



**DETAIL: "TRAIL EASEMENT LIMITS"**  
SCALE: 1"=30'

4/10/2011 3:11:37 PM V:\2010\100624\100624.dwg

NO.	DATE	BY	REVISIONS	CKD	APPVD	NO.	DATE	BY	REVISIONS	CKD	APPVD



PORT OF PORTLAND  
PORTLAND, OREGON

**Exhibit A**

2006 LCPH DESIGN NUMBER      100644 PROJECT NUMBER

REGISTERED PROFESSIONAL LAND SURVEYOR

*Christopher Vanderwerf*

OREGON  
JULY 22, 1988  
CHRISTOPHER VANDERWERF  
2718

SIGNED: *4/16/11*  
EXP: 6/30/2012

DESIGNED BY	
DRAWN BY	C. VANDERWERF
CHECKED BY	R. ALDERSERBAES
DATE	APR. 2011
SCALE	1"=300'

TROUTDALE AIRPORT

CITY OF TROUTDALE  
RECREATIONAL TRAIL EASEMENT

SUBMITTED BY	RYAN PARKER	TYPE	EP TRIP 2011-2	DRAWING NO.	1/1 (SU-1)
TROUTDALE REYNOLDS DEVELOPMENT MANAGER					