

## RESOLUTION NO. 2305

### A RESOLUTION ACCEPTING A PERPETUAL, NONEXCLUSIVE UTILITY EASEMENT ALONG NW GRAHAM ROAD FROM ROGER TASH AND JANET TASH

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

1. The Port of Portland is constructing improvements to NW Graham Road in partnership with the City of Troutdale
2. Roger and Janet Tash are the owners of the real property identified by State ID # 1N3E23CA-00100
3. A utility easement from Roger and Janet Tash to the City of Troutdale on the above referenced property is necessary to complete and maintain the improvements
4. The Port has prepared the necessary easement documents and Roger and Janet Tash have executed the easement agreement
5. The Port is providing compensation to the property owners in accordance with the easement agreement

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

Section 1. The City of Troutdale accepts the Utility Easement from Roger Tash and Janet Tash, included herewith as Attachment A.

Section 2. This resolution is effective upon adoption

YEAS: 6

NAYS: 0

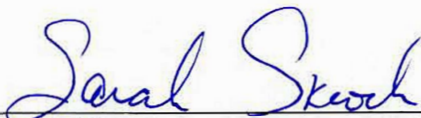
ABSTAINED: 0



Doug Daoust, Mayor

Date

9/10/15



Sarah Skroch, Deputy City Recorder

Adopted: September 8, 2015

After recording, return to:

City Recorder  
City of Troutdale  
104 SE Kibling Avenue  
Troutdale, OR 97060



\$71.00

09/30/2015 08:33:03 AM

1R-EASEMT

Pgs=6 Stn=106 ATVMA

\$30.00 \$11.00 \$20.00 \$10.00

## UTILITY EASEMENT AGREEMENT

This Public Utility Easement Agreement ("AGREEMENT") is entered into by Roger Tash and Janet Tash, each an individual ("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 a utility easement to GRANTEE for access and use of the Easement Area.

### EASEMENT GRANTED

1. **Grant.** For TWO THOUSAND ONE HUNDRED EIGHTY TWO DOLLARS AND NO CENTS (\$2,182.00), paid by the Port of Portland, a Port District of the State of Oregon, the full consideration that is acknowledged and received, GRANTOR hereby grants to GRANTEE, and GRANTEE hereby accepts from GRANTOR, a perpetual nonexclusive easement for the Easement Area so that GRANTEE may construct, install, operate, maintain, repair, replace, and/or modify components of public utility systems including, but not solely limited to, water, sanitary sewer, transportation, and storm water systems.

2. **Limitations.** GRANTOR shall not construct, install, nor place any structure, pavement, or vegetation within the Easement Area except for shallow-root grasses and low-growing shrubs (but not trees), fences as permitted by applicable City regulations, and sidewalks or driveways. Any damages to GRANTEE's utilities caused by GRANTOR's construction, installation, or placement of shallow-root grasses, low-growing shrubs, fences, sidewalks, driveways, or any unauthorized structures, pavement or vegetation, within the Easement Area shall be repaired or replaced by GRANTOR, or by the GRANTEE at the GRANTOR's expense, as determined by the GRANTEE.

3. **Use and Access.** GRANTOR shall allow GRANTEE unrestricted access to the Easement Area at all times to properly construct, install, operate, maintain, repair, replace, and/or modify its utilities. Any loss, damage, or destruction caused by GRANTEE to GRANTOR's property that impedes access to the Easement Area or in performing the aforementioned actions within the Easement Area, whether or not such loss, damage or destruction was to GRANTOR's shallow-root grasses, low-growing shrubs, fences, sidewalks or driveways that are allowed in accordance with paragraph 2, shall be the responsibility of GRANTOR.

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 utility 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.** The Easement Area is more particularly described on Exhibit "A" and shown and legally described on Exhibit "B", attached hereto.

CERTIFICATE OF GRANTOR

I, ROGER & JANET TASH 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 21 day of August, 2015.

Janet Tash Roger & Janet Tash  
Grantor's Signature  
ROGER TASH Janet TASH  
Grantor's Typed or Printed Name  
3381 SW MILLER DR.  
Address  
GRESHAM, OR 97080  
City, State, Zip Code  
503-260-3677  
Telephone Number

STATE OF OREGON )  
 ) ss.  
COUNTY OF MULTNOMAH )

Personally appeared the above named Roger & Janet Tash and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.



BEFORE ME: [Signature]  
Notary Public for Oregon  
Commission Expires: January 30, 2018

(seal)

CERTIFICATE OF GRANTEE

I, Abbie 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 8<sup>th</sup> day of September, 2015 by Resolution No. 2305.

Dated this 30<sup>th</sup> day of September, 2015.

Abbie Stickney  
City Recorder

(seal)

APPROVED AS TO FORM:

By: [Signature]  
City Attorney

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: Jack Sevel  
Notary Public for Oregon  
Commission Expires: 7/26/19

(seal)



## EXHIBIT A

### UTILITY EASEMENT DESCRIPTION

A TRACT OF LAND SITUATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CITY OF TROUTDALE, MULTNOMAH COUNTY, OREGON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO ROGER AND JANET TASH, RECORDED MARCH 23, 2012, IN DOCUMENT No. 2012-034613, MULTNOMAH COUNTY DEED RECORDS LYING ON THE NORTH RIGHT OF WAY LINE OF NW GRAHAM ROAD; THENCE, ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 88°29'03" WEST, 42.57 FEET; THENCE, DEPARTING SAID RIGHT OF WAY LINE, NORTH 01°31'00" WEST, 10.00 FEET; THENCE NORTH 88°29'03" EAST, 38.11 FEET TO THE EASTERLY LINE OF SAID TASH PROPERTY; THENCE, ALONG SAID EASTERLY PROPERTY LINE, SOUTH 25°33'50" EAST, 10.96 FEET TO THE POINT OF BEGINNING, CONTAINING 404 SQUARE FEET MORE OR LESS.

THE BEARINGS IN THIS DESCRIPTION ARE BASED UPON PARTITION PLAT No. 2012-46, MULTNOMAH COUNTY PLAT RECORDS.

**PARCEL 1 & 2 - TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION**

A TRACT OF LAND SITUATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CITY OF TROUTDALE, MULTNOMAH COUNTY, OREGON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO ROGER & JANET TASH, RECORDED MARCH 23, 2012, IN DOCUMENT No. 2012-034613, MULTNOMAH COUNTY DEED RECORDS LYING ON THE NORTH RIGHT OF WAY LINE OF NW GRAHAM ROAD; THENCE, ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 88°29'03" EAST, 24.73 FEET TO THE TRUE POINT OF BEGINNING; THENCE, DEPARTING SAID RIGHT OF WAY LINE, NORTH 01°30'57" WEST, 23.00 FEET; THENCE NORTH 88°29'03" EAST, 48.00 FEET; THENCE SOUTH 01°30'57" EAST, 23.00 FEET TO POINT "A" ON SAID NORTH RIGHT OF WAY LINE; THENCE, ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 88°29'03" WEST, 48.00 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 1,104 SQUARE FEET MORE OR LESS.

TOGETHER WITH THE FOLLOWING TRACT OF LAND:

COMMENCING AT THE PREVIOUSLY DESCRIBED POINT "A"; THENCE, ALONG SAID NORTH RIGHT OF WAY LINE OF NW GRAHAM ROAD, NORTH 88°29'03" EAST, 54.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE, DEPARTING SAID RIGHT OF WAY LINE, NORTH 01°30'57" WEST, 23.00 FEET; THENCE NORTH 88°29'03" EAST, 37.00 FEET; THENCE SOUTH 08°56'50" EAST, 23.19 FEET TO SAID NORTH RIGHT OF WAY LINE; THENCE, ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 88°29'03" WEST, 40.00 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 885 SQUARE FEET MORE OR LESS.

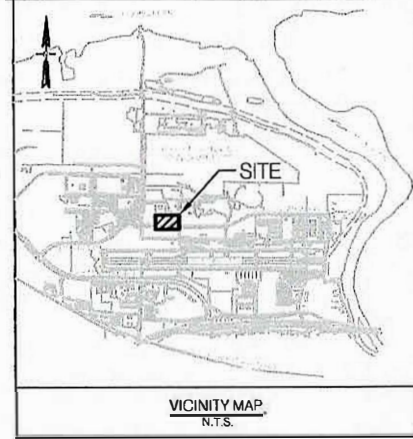
THE BEARINGS IN THIS DESCRIPTION ARE BASED UPON PARTITION PLAT No. 2012-46, MULTNOMAH COUNTY PLAT RECORDS.

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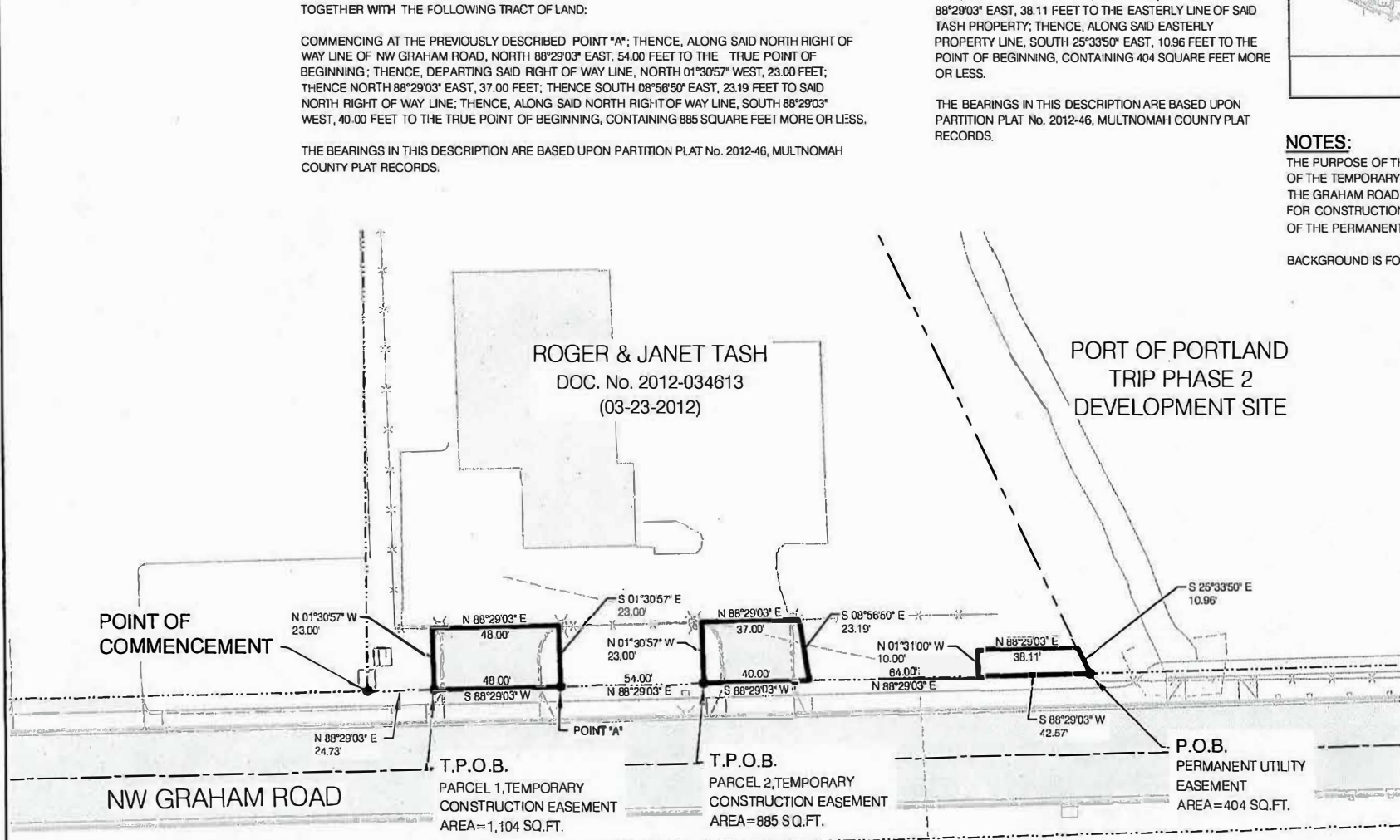
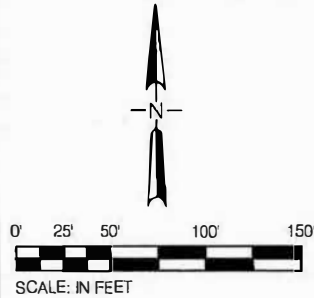
BEGINNING AT THE SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO ROGER AND JANET TASH, RECORDED MARCH 23, 2012, IN DOCUMENT No. 2012-034613, MULTNOMAH COUNTY DEED RECORDS LYING ON THE NORTH RIGHT OF WAY LINE OF NW GRAHAM ROAD; THENCE, ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 88°29'03" WEST, 42.57 FEET; THENCE, DEPARTING SAID RIGHT OF WAY LINE, NORTH 01°31'00" WEST, 10.00 FEET; THENCE NORTH 88°29'03" EAST, 38.11 FEET TO THE EASTERLY LINE OF SAID TASH PROPERTY; THENCE, ALONG SAID EASTERLY PROPERTY LINE, SOUTH 25°33'50" EAST, 10.96 FEET TO THE POINT OF BEGINNING, CONTAINING 404 SQUARE FEET MORE OR LESS.

THE BEARINGS IN THIS DESCRIPTION ARE BASED UPON PARTITION PLAT No. 2012-46, MULTNOMAH COUNTY PLAT RECORDS.



**NOTES:**  
THE PURPOSE OF THIS DRAWING IS TO SHOW THE LIMITS OF THE TEMPORARY CONSTRUCTION EASEMENTS FOR THE GRAHAM ROAD IMPROVEMENT PROJECT SLATED FOR CONSTRUCTION IN 2015-2017 AND THE LOCATION OF THE PERMANENT UTILITY EASEMENT.  
BACKGROUND IS FOR INFORMATIONAL PURPOSES ONLY.

CAN YOU SEE THE AIRPLANES? THE ADJACENT SAMPLES SHOW THREE DIFFERENT LEVELS OF SHADING. SETTINGS FOR VIEWING AND PRINTING DRAWING CONTENT ARE OPTIMIZED WHEN ALL THREE PLANES ARE VISIBLE. THIS GUIDANCE IS PROVIDED FOR REFERENCE ONLY.



NO.	DATE	BY	REVISIONS	APPVD	CKD



**PORT OF PORTLAND**  
PORTLAND, OREGON

2013D025 DESIGN NUMBER

101844 PROJECT NUMBER

REGISTERED PROFESSIONAL LAND SURVEYOR

*Christopher M. Vanderwerf*

OREGON  
JULY 25, 1995  
CHRISTOPHER M. VANDERWERF  
2718

SIGNED: 5-19-15  
EXP: 6/30/2016

DESIGNED BY: C. VANDERWERF

DRAWN BY: P. SHIELDS

CHECKED BY: R. ALDERSEBAES

DATE: JAN 2015

SCALE: 1" = 50'

TROUTDALE REYNOLDS INDUSTRIAL PARK

PHASE TWO PUBLIC IMPROVEMENTS - GRAHAM ROAD  
TEMPORARY CONSTRUCTION & PERMANENT  
UTILITY EASEMENT - TASH PROPERTY

SUBMITTED BY: RYAN PARKER  
TRIP DEVELOPMENT MANAGER

TYPE: EP

DRAWING NO.: TRIP 2015-9

1/1 (SU-1)