

## RESOLUTION NO. 2221

### A RESOLUTION ACCEPTING A PUBLIC UTILITY EASEMENT FOR A WATER LINE EXTENSION FROM PARENTI PROPERTIES LLC IN THE VICINITY OF 3601 NW MARINE DRIVE

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

1. Parenti Properties, LLC is the owner of the real property at 3601 NW Marine Drive.
2. The City requires a public utility easement over extensions of public water lines placed outside of the public right-of-way.
3. As a condition of development, Parenti Properties, LLC was required to dedicate an ten foot wide public utility easement in the vicinity of 3601 NW Marine Drive and has provided a signed easement document 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 City of Troutdale accepts the public utility easement from Parenti Properties, LLC, included herewith as Attachment 1, for the construction, installation, operation, maintenance, repair, and/or modification of utility system or components thereof.

Section 2. This resolution is effective upon adoption.

**YEAS: 7**

**NAYS: 0**

**ABSTAINED: 0**



**Doug Dapust, Mayor**

**7/12/13**

**Date**



**Sarah Skroch, Deputy City Recorder**

**Adopted: July 9, 2013**



# MULTNOMAH COUNTY OREGON

Division of Assessment & Taxation  
501 SE Hawthorne #158  
Portland OR 97214  
Recording Section (503) 988-3034

*Plu*  
*Sarah Skroch*

Multnomah County Official Records  
R Weldon, Deputy Clerk

2013-116227



01227982201301162270070076

\$71.00

08/23/2013 10:20:13 AM

1R-EASEMT

Pgs=7 Stn=11 ATPRC

\$35.00 \$11.00 \$15.00 \$10.00

**THIS PAGE IS A PART OF THE OFFICIAL DOCUMENT  
PLEASE DO NOT REMOVE**

AN EQUAL OPPORTUNITY EMPLOYER

RECEIVED

After recording, return to:  
City Recorder  
City of Troutdale  
219 E Historic Columbia River Hwy.  
Troutdale, OR 97060

JUN 17 2013

City of Troutdale  
Community Development Dept.

## PUBLIC UTILITY EASEMENT AGREEMENT

This Public Utility Easement Agreement ("AGREEMENT") is entered into by Parenti Properties LLC, an Oregon domestic limited liability company, ("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 no dollars but for other good and valuable 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), 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, 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 in accessing the Easement Area or in performing the aforementioned actions, whether or not such loss, damage or destruction was to GRANTOR's shallow-root grasses, low-growing

shrubs, sidewalks or driveways that are allowed in accordance with paragraph 2, shall be the responsibility of GRANTOR.

Page 1. PUBLIC UTILITY EASEMENT

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.** See attached Exhibit "A" Legal Description and Exhibit "B" drawing of easement area.

CERTIFICATE OF GRANTOR

I, Ray Galli , 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 13 day of JUNE, 2013

Parenti Properties LLC, an Oregon Limited Liability Company

Ray Galli  
Ray Galli

Member

PO BOX 30956

Address

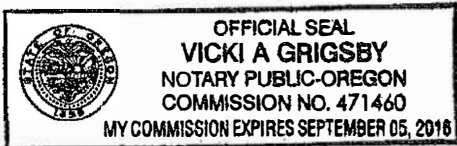
Portland, Oregon, 97294

City, State, Zip Code

~~503-887-8846~~ 503-807-8846 Ray  
Telephone Number

STATE OF OREGON )  
 ) ss.  
COUNTY OF MULTNOMAH )

This instrument was acknowledged before me on June 13, 2013 by Ray Galli as Member of Parenti Properties LLC., an Oregon Limited Liability Company



BEFORE ME [Signature]  
Notary Public for Oregon  
Commission Expires: 9-5-16

(seal)

CERTIFICATE OF GRANTEE

I, Debbie 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 9<sup>th</sup> day of July, 2013 by Resolution No. 2221.

Dated this 15<sup>th</sup> day of July, 2013.

Debbie Stickney  
City Recorder

(seal)

APPROVED AS TO FORM:

By: [Signature]  
City Attorney

STATE OF OREGON )  
 ) ss.  
COUNT OF MULTNOMAH )

Debbie Stickney  
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: Sarah Lynn Skroch  
Notary Public for Oregon  
Commission Expires: Aug 7, 2015

(seal)



Summit Land Surveyors, LLC  
12562 SW Main St, Suite 240  
Tigard, OR 97223  
Phone & Fax 503.928.5589  
www.summitlandsurveyors.com



December 5, 2012

**Exhibit "A" - Waterline Easement**

**Legal Description:**

A portion of those tracts of land described in Parcels 1, 2, and 3, per Document Number 2005-042341, located in the Southeast ¼ of Section 22, Township 1 North, Range 3 East of the Willamette Meridian, City of Troutdale, County of Multnomah, State of Oregon, more particularly described as follows:

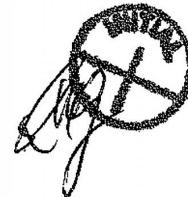
**Beginning** at a point on the East line of Parcel 3 per Document Number 2005-042341 which bears N01°16'18"E, 36.81 feet from the southeast corner thereof;  
thence along said East line, N01°16'18"E, 14.06 feet;  
thence leaving said east line, S46°35'31"W, 40.83 feet;  
thence N88°24'29"W, 906.59 feet to a point on the West line of Parcel 1 per Document Number 2005-042341;  
thence along said West line, S01°17'10"W, 10.00 feet;  
thence leaving said West line, S88°24'29"E, 910.68 feet;  
thence N46°35'31"E, 35.08 feet to the point of **beginning**.

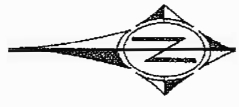
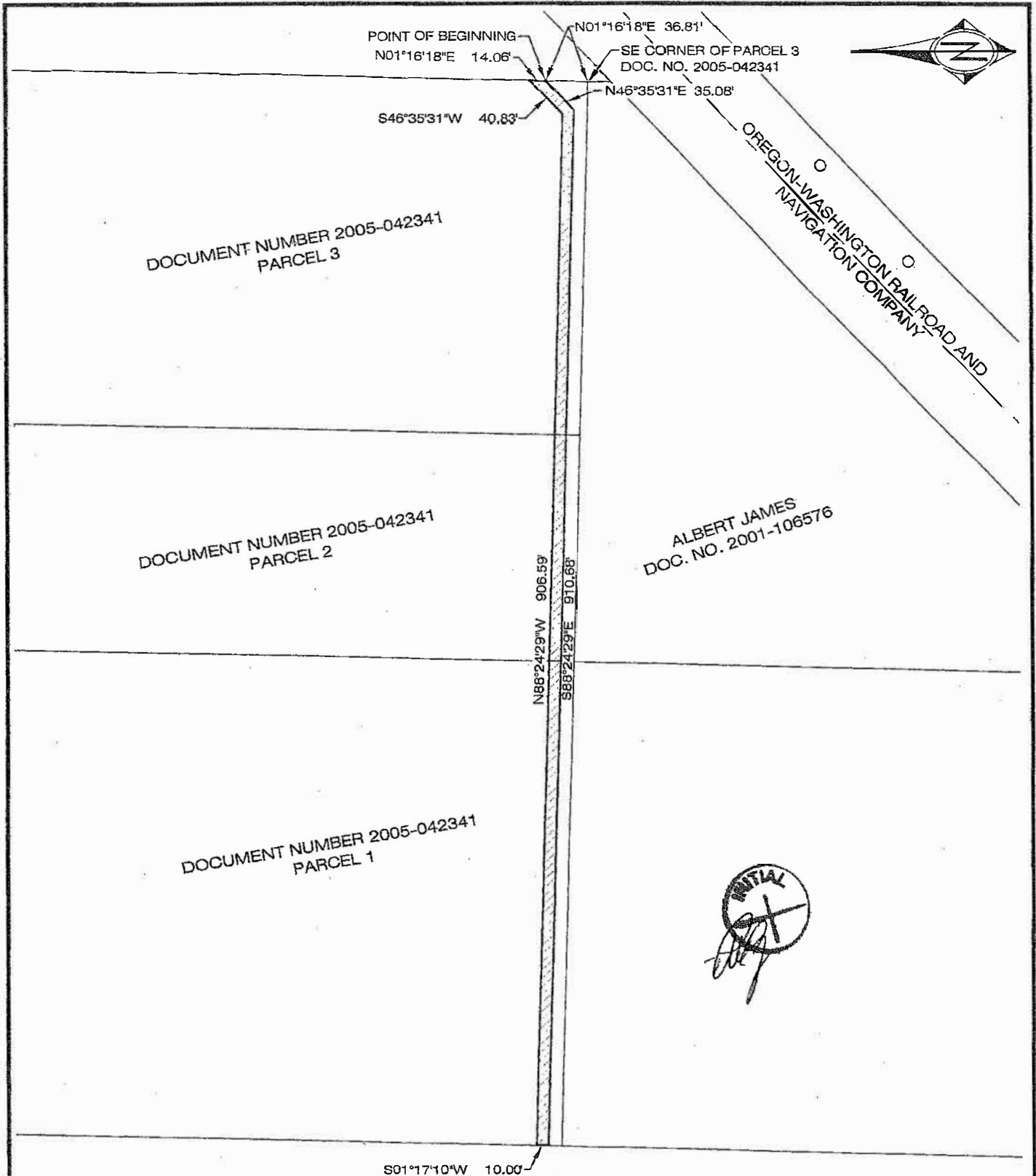
Containing: 9,466 Sq.Ft.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
FEBRUARY 08, 2000  
JOHN R. WADE  
59999.LS

EXPIRATION 6-30-14





DOCUMENT NUMBER 2005-042341  
PARCEL 3

DOCUMENT NUMBER 2005-042341  
PARCEL 2

DOCUMENT NUMBER 2005-042341  
PARCEL 1

ALBERT JAMES  
DOC. NO. 2001-106576

INITIAL  
*[Signature]*

**SUMMIT**  
LAND SURVEYORS  
12562 SW MAIN STREET, SUITE 240  
TIGARD, OR 97281  
PHONE & FAX: 503.928.5589

**EXHIBIT "B" - WATERLINE EASEMENT**  
SITUATED IN THE SOUTHEAST 1/4 OF SECTION 22,  
TOWNSHIP 1 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CITY OF  
TROUTDALE, COUNTY OF MULTNOMAH, STATE OF OREGON

JOB NO: <b>186-001</b>	DATE: <b>12-05-12</b>	SCALE: <b>NONE</b>	PREPARED FOR: <b>Ray Galli</b>
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