

RESOLUTION NO. 54

A RESOLUTION ACCEPTING A QUITCLAIM DEED FROM PORTLAND GENERAL ELECTRIC COMPANY FOR INTEREST IN CERTAIN REAL PROPERTY LOCATED IN THE URBAN RENEWAL PLAN AREA.

THE URBAN RENEWAL AGENCY OF THE CITY OF TROUTDALE FINDS AS FOLLOWS:

1. That the Urban Renewal Agency of the City of Troutdale ("Agency"), the duly formed body to implement the urban renewal in Troutdale was established by the adoption of City of Troutdale ("City") Ordinance. No. 771 on January 27, 2006.
2. That in order to protect the public health, safety, and welfare the City adopted the Troutdale Riverfront Renewal Plan ("Plan") on February 14, 2006, by Ordinance No. 773 to provide urban renewal authority to eliminate blight and foster development and redevelopment within the Troutdale Riverfront Renewal Plan Area.
3. That the Board of Directors ("Board") of the Agency adopted Resolution No. 44 on January 16, 2018 approving the purchase of certain real property.
4. That the Agency has consolidated the project site, which will serve a valuable, desirable and necessary public purpose, and is for an authorized public purpose toward the fulfillment of the adopted Troutdale Riverfront Renewal Plan.
5. That redevelopment of Troutdale Riverfront Renewal Plan Area is hindered by easements which no longer serve their intended purpose due to obsolescence, developmental changes, rerouting of utilities, or similar circumstances and are to be abandoned.
6. That a utility easement covering a portion of the Troutdale Riverfront Renewal Plan Area property been determined by the easement holder, Portland General Electric Company (PGE), to be obsolete and no longer needed.
7. That to support development and redevelopment within the Troutdale Riverfront Renewal Plan Area it is in the best interest of the Agency to accept the Quitclaim Deed from PGE releasing their obsolete easement and interest in the certain real property.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE URBAN RENEWAL AGENCY OF THE CITY OF TROUTDALE:

Section 1. The Agency hereby, approves and accepts the Quitclaim Deed in substantial conformity with Attachment A of this resolution, but with any changes the Agency Official may approve.

Section 2. The Agency finds and declares that accepting the Quitclaim Deed interest in the certain real property will serve a valuable, desirable and necessary public purpose, and is for an authorized public purpose toward the fulfillment of the adopted Troutdale Riverfront Renewal Plan.

Section 3. The Agency hereby receives and accepts the foregoing Quitclaim Deed and accepts the of conveying of any title and interest, in fulfillment of the requirements of Oregon Revised Statutes 93.808.

Section 4. Designation of Agency Official. The Agency Executive Director and City Manager Ray Young, and Finance Director Erich Mueller, (each an "Agency Official") are hereby authorized empowered and directed to act on behalf of the Agency, and without further action by the Agency Board, to sign the Quitclaim Deed on behalf of the Agency, and any and all other required and necessary documents to implement the intent of this resolution.

Section 5. Further, as applicable, to comply with State statutes, administrative rules or local ordinances, and to act in the best interest of the Agency, and without further action by the Agency, the Agency Officials are hereby authorized, directed, and responsible for fulfilling the ministerial, intergovernmental, technical, compliance, procedural or promotional functions as required for the effective administration and implementation of the Quitclaim Deed, and to take any other action as may be advisable, convenient, necessary, or appropriate, and the execution thereof by any such Agency Official shall be conclusive as to such determination.

Section 6. This Resolution shall take effect immediately upon adoption.

**YEAS: 6
NAYS: 0
ABSTAINED: 0**



Casey Ryan, Chair
Date: June 17, 2020



Sarah Skroch, City Recorder
Adopted: June 16, 2020



After Recording Please Return To:
Portland General Electric Company
Attn: Property Services
121 SW Salmon Street, 1WTC1302
Portland, Oregon 97204-9951

(Space above this line for Recorder's use)

Grantor: **Portland General Electric Company**
Grantee: **Urban Renewal Agency of the City of Troutdale**

APN/APN2: 1N3E25BD-00600, R320654

QUITCLAIM DEED
Easement Rights

PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation, 121 SW Salmon Street, Portland, Oregon 97204 ("**Grantor**"), releases and quitclaims to the **URBAN RENEWAL AGENCY OF THE CITY OF TROUTDALE**, an Oregon municipal agency ("**Grantee**"), any and all right, title, and interest that Grantor may have in that certain real property located in Multnomah County, Oregon ("**County**"), and described on Exhibit "A" attached hereto (the "**Property**") pursuant to that certain document dated January 25th, 1990 and recorded on July 2, 1993 in the real property records of the County in Book 2717, Page 2974.

Except as specifically released hereby, Grantor reserves any and all rights that Grantor may have to the Property and/or adjoining parcels pursuant to all claims of right (common law or otherwise) and all other interests of record. Grantor reserves the right to perpetually access the Property and/or adjoining parcels to maintain, repair, operate, inspect, and improve Grantor's utility systems, structures, guys, appurtenances and equipment in accordance with Grantor's operational, safety and security standards, as may be amended.

Said interest is quitclaimed by Grantor and accepted by Grantee, subject to the Property's present condition, *AS IS, WHERE IS*, with all faults, latent and patent, known and unknown, and subject to all reservations, covenants, exceptions, conditions, restrictions and/or easements, if any, affecting title, including (but not limited to) those shown on any recorded plat or survey. Grantor shall not be liable to Grantee or to any third party for any lost or prospective profits or any other special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract or otherwise) under or in respect of Grantor's use of or presence upon the Property, Grantor's easement rights, and/or the release thereof, whether or not arising from Grantor's sole, joint or concurrent negligence.

The true and actual consideration for this conveyance is the exchange of benefits and burdens which, while not readily capable of expression as a monetary sum, are valued by the parties.

STATUTORY DISCLAIMER: BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 19 day of may, 2020.

GRANTOR:

PORTLAND GENERAL ELECTRIC COMPANY

By: Jennifer Santhouse
Name: Jennifer Santhouse
Title: Manager, Property Services and Right-of-Way

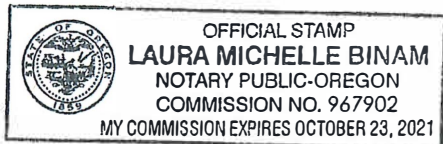


ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

I certify that I know or have satisfactory evidence that Jennifer Santhouse is the person who appeared before me, and said person acknowledged that she signed this instrument, or on oath stated that she was authorized to execute the instrument as Manager, Property Services and Right-of-Way of **PORTLAND GENERAL ELECTRIC COMPANY** and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5-19, 2020



Laura Binam
Notary Public for the State of Oregon
Printed Name: Laura Binam

ACCEPTANCE OF QUITCLAIM DEED

The **URBAN RENEWAL AGENCY OF THE CITY OF TROUTDALE**, acting by and through its Board of Directors, through adoption of Resolution No .____ on June 16, 2020 , hereby receives and accepts the foregoing Quitclaim Deed pursuant to ORS 93.808.

DATED this ____ day of June, 2020

URBAN RENEWAL AGENCY OF THE CITY OF TROUTDALE, an Oregon quasi-municipal corporation

By: _____
Raymond P. Young, Executive Director

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument as _____ of **Urban Renewal Agency of the City of Troutdale** and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____, 2020

Notary Public

Printed Name: _____

**EXHIBIT A
PROPERTY DESCRIPTION**

PARCEL II:

A parcel of land located within Section 25, Township 1 North, Range 3 East of the Willamette Meridian, in the City of Troutdale, County of Multnomah and State of Oregon, and more particularly described as follows:

Commencing at the common Sections Corner to Sections 23, 24, 25 and 26, Township 1 North, Range 3 East of the Willamette Meridian, said corner being marked by a brass cap; thence North 89°56' 35" East along the North line of the David F. Buxton Donation Land Claim a distance of 748.00 feet to a stone; thence South 10°14'13" East a distance of 1524.26 feet to a 1-1/2 12 inch diameter iron pipe located at the Northeast corner of that tract of land conveyed to Z.T. Truelove by Deed dated May 26, 1920, and recorded June 10, 1920, in Book 815, Page 232 of the Multnomah County Deed Records; thence South 56°28'34" East a distance of 863.87 feet to a 5/8 inch diameter by a 30 inch long iron rod and the true point of beginning of this description; thence North 86°13'49" East

a distance of 245.52 feet to a 5/8 inch diameter by 30 inch long iron rod; thence continuing North 86°13'49" East a distance of 4.80 feet; thence South 00°01'38" East a distance of 20.04 feet; thence North 88°13'49" East a distance of 20.29 feet to a point on the most Easterly line of that tract of land described as Parcel III in that Executor's Deed to the Town of Troutdale recorded August 3, 1970 in Book 745, Page 580 of the Multnomah County Deed Records; thence South 11°51'20" West along the most Easterly line of the said Town of Troutdale parcel a distance of 151.52 to a 5/8 inch diameter by 30 inch long iron rod set at an angle point in said Town of Troutdale parcel; thence South 88°11'58" West along the Southerly line of the said Town of Troutdale parcel a distance of 224.95 feet to a 5/8 inch diameter by 30 inch long iron rod set at an angle point in the Town of Troutdale parcel; thence South 11°56'24" West along the Westerly East line of the said Town of Troutdale parcel a distance of 15.13 feet; thence North 03°35'32" West a distance of 180.60 feet to the true point of beginning of this description.