

RESOLUTION NO. 2606

A RESOLUTION ACCEPTING A PERPETUAL, NONEXCLUSIVE PUBLIC UTILITY EASEMENT FROM INSTYLE DESIGN LLC AT 1024 SW HALSEY STREET #A

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. Partition Plat 2016-55 was recorded in 2016. No development has occurred on Lot 1.
2. An 8-foot-wide Public Utility Easement (PUE) was dedicated on the Halsey Street frontage of Lot 1 with the Partition Plat
3. The Troutdale Development Code (TDC) was amended in 2022 to reduce the minimum side yard setback from 10 feet to 0 feet in the underlying zone.
4. The property owner has requested that the existing 8-foot PUE be replaced with a 3-foot PUE to enable development to utilize the reduced setback.
5. The 3-foot PUE allows for greater development opportunities while preserving some of the City's ability to install and access future utilities outside of the County right-of-way.
6. The property owner has provided an executed easement agreement meeting the City's requirements.

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

Section 1. The City of Troutdale accepts the dedication of a 3-foot-wide public utility easement, shown in Attachment A, at 1024 SW Halsey St. #A (Lot 1).

YEAS: 7

NAYS: 0

ABSTAINED: 0



Randy Lauer, Mayor

Date: August 23, 2023



Sarah Skroch, City Recorder

Adopted: August 22, 2023

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

Multnomah County Official Records	2023-053231
E Murray, Deputy Clerk	08/25/2023 08:52:35 AM
EASE-EASE Pgs=6 Stn=53 ATAA	\$111.00
\$30.00 \$11.00 \$10.00 \$60.00	

UTILITY EASEMENT AGREEMENT

This Public Utility Easement Agreement ("AGREEMENT") is entered into by In Style Design LLC, a corporation authorized to do business in Oregon ("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 lowgrowing 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 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, 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.** See Exhibit 'A' for legal description of easement area and Exhibit 'B' for a map of the easement area.

CERTIFICATE OF GRANTOR

I, Dawn Michelle Hall 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 15 day of August, 2024.

In Style Design LLC, an Oregon limited liability company by:

Print Name: DAWN MICHELLE HALL

Dawn Michelle Hall

Member

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me on 8-15, 2023, by Dawn Michelle Hall [name of person] as owner [type of authority, e.g., officer or trustee] of In Style Design, LLC [name of party or behalf of whom instrument was executed].

[Signature] [Signature of notarial officer]
Notary Public for Oregon

My commission expires: 4-18, 20 26



(seal)

MICHAEL MANWELL
Land Surveying. LLC
2847 SE 18TH CIRCLE
GRESHAM, OREGON 97080
(503) 830-8593

EXHIBIT "A"

PUBLIC UTILITY EASEMENT DESCRIPTION

AUGUST 14, 2023

A TRACT OF LAND ACROSS A PORTION OF PARCEL NO. 1 OF PARTITION PLAT NO. 2016-55, MULTNOMAH COUNTY PLAT RECORDS SITUATED IN THE SE ONE-QUARTER OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 3 EAST, W.M., CITY OF TROUTDALE, MULTNOMAH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL 1 OF SAID PARTITION PLAT NO. 2016-55; THENCE N 86°26'00"E ALONG THE NORTH LINE OF SAID PARCEL 1 ALONG THE SOUTH RIGHT OF WAY LINE OF NE HALSEY STREET, ROAD NO. 1180, (100.00 FOOT WIDE), A DISTANCE OF 60.04 FEET TO THE NORTHEAST CORNER OF SAID PARCEL NO. 1; THENCE S 00°08'01"W ALONG THE EAST LINE OF SAID PARCEL NO. 1, A DISTANCE OF 3.01 FEET; THENCE S 86°26'00"W PARALLEL TO THE NORTH LINE OF SAID PARCEL 1 AND THE SOUTH RIGHT OF WAY LINE OF SAID NE HALSEY STREET, A DISTANCE OF 60.04 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL NO. 1; THENCE N 00°08'29"E ALONG THE WEST LINE OF SAID PARCEL NO. 1, A DISTANCE OF 3.01 FEET TO THE POINT OF BEGINNING.

CONTAINS 180.00 SQUARE FEET.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

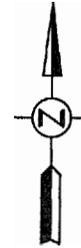
Michael Manwell

OREGON
FEBRUARY 8, 2000
MICHAEL L. MANWELL
57148

RENEWS: 12-31-24

EXHIBIT "B"
PUBLIC UTILITY EASEMENT
ACROSS PARCEL 1 OF
PARTITION PLAT NO. 2016-55
IN THE SE 1/4 SECTION 26, T1N, R3E, WM
CITY OF TROUTDALE, MULTNOMAH COUNTY, OR.
23-027 EXHIBIT "B" 8-14-2023

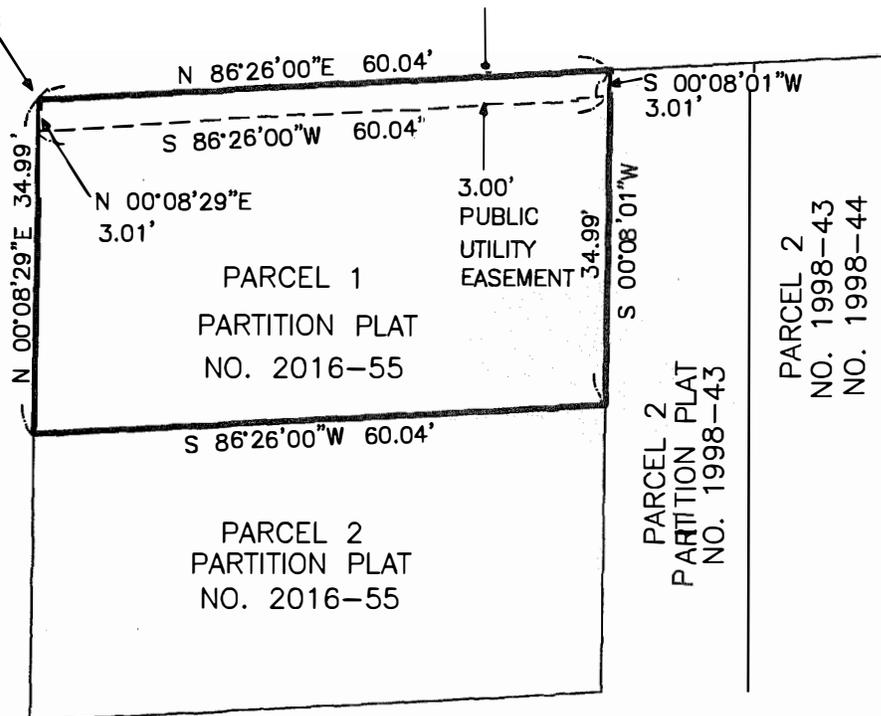
SCALE: 1" = 20'



NE HALSEY STREET
 ROAD NO. 1180

50'

TRUE POINT
 OF BEGINNING



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Michael Manwell

OREGON
 FEBRUARY 8, 2000
 MICHAEL L. MANWELL
 57148

RENEWS: 12-31-24

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