

## **RESOLUTION NO. 2502**

### **A RESOLUTION ACCEPTING THREE UTILITY EASEMENTS FROM 3G CORP AND CLEARWATER HOMES LLC FOR THE COLUMBIA RIDGE SUBDIVISION WATER AND SEWER SYSTEMS**

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

1. 3G Corp is the developer and recent previous owner of the real property constituting the Columbia Ridge Subdivision.
2. Clearwater Homes LLC is the current owner and prospective home builder of the real property constituting the Columbia Ridge Subdivision.
3. The City required as a condition of the subdivision development that the developer construct a public loop water main one of the subdivision's private alleys to benefit the public water system and the subdivision.
4. The developer proposed, and the City approved, the developer's construction of two public sanitary sewer mains in the subdivision's private alleys (one in each alley) to provide service to the lots fronting those alleys.
5. The construction of public utilities in the private alleys necessitated the dedication of utility easements to the City.
6. 3G Corp and Clearwater Homes LLC have agreed to grant the needed sewer and water utility easements and have executed the easement dedication agreements.
7. The City Manager has executed the easement agreements on behalf of the City to facilitate the timely recording of the subdivision plat.

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

Section 1. The City of Troutdale accepts the perpetual non-exclusive sewer and water utility easements from 3G Corp and Clearwater Homes LLC for the Columbia Ridge Subdivision sewer and water systems, attached herewith at Attachments A, B, and C.

Section 2. The City Council affirms and ratifies the City Managers execution of the easement agreements attached herewith as Attachments A, B, and C.

Section 3. This resolution shall take effect immediately upon adoption.

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



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**Casey Ryan, Mayor**  
**Date: June 29, 2020**



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**Sarah Skroch, City Recorder**  
**Adopted: June 23, 2020**

After recording, return to:

City Recorder  
City of Troutdale  
219 E Historic Columbia River Hwy  
Troutdale, OR 97060

### **UTILITY EASEMENT AGREEMENT**

This Utility Easement Agreement ("AGREEMENT") is entered into by CLEARWATER HOMES, LLC, an Oregon limited liability company ("GRANTOR"); 3G CORP, an Oregon corporation ("GRANTOR 3G"), and the CITY OF TROUTDALE, an Oregon municipal corporation ("GRANTEE"), which Agreement is dated as of the date the Agreement is signed by Grantor.

### **RECITALS**

A. GRANTOR Clearwater Homes, LLC owns the real 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. On March 27, 2020, a version of this Agreement was recorded with the Multnomah County Recorder as Document No. 2020-037652 with 3G Corp as Grantor and City of Troutdale as Grantee.

D. On April 22, 2020, 3G Corp sold the real property subject to this Agreement to Clearwater Homes, LLC as well as other real property adjacent to and in the vicinity of the Easement Area, subject to financing.

E. 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, sanitary sewer systems. This Easement supersedes the easement referred to in Recital C above, which is hereby revoked by consent of GRANTOR, GRANTOR 3G and GRANTEE.

**2. Limitations.** GRANTOR shall not construct, install, nor place any structure, 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 (including alleyways). Any damages to GRANTEE's utilities caused by GRANTOR's construction, installation, placement, maintenance or operations 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. GRANTOR expressly acknowledges and stipulates that GRANTOR desired and benefitted from the placement of publicly maintained sewer systems within the easement area, and that such placement provides an ongoing benefit to GRANTOR, its successors, and assigns. GRANTOR and GRANTOR's successors and assigns expressly accept that GRANTEE's current and/or future construction, operation, maintenance, repair, replacement, and/or modification of GRANTEE's utilities will necessitate GRANTEE's operation of heavy vehicles and equipment within the easement area, and, whether due to the use of heavy vehicles and equipment or not, will likely result in wear and tear, repetitive stress, incidental damage and disturbance (chronic, cumulative, and/or acute), long-term degradation, and other ancillary damage to GRANTOR's pavements, curbs, landscaping, and other facilities within the Easement area; and GRANTOR further stipulates that GRANTOR, and GRANTOR's successors and assigns, shall make no claim or request that GRANTEE make any repair, perform any maintenance, or otherwise restore, preserve, or improve GRANTOR's pavements, curbs, landscaping, or other facilities or amenities within the easement area for any reason arising from GRANTEE's use of the easement area for the construction, installation, operation, maintenance, repair, replacement, and/or modification of GRANTEE's utilities.

**4. Binding Effect, Run with the Land.** This Agreement shall run with the land as to all real property burdened and benefitted, 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 legal description and map attached herewith as Exhibit A.

*Signatures of Parties and Notary Acknowledgments on Following Pages*

**GRANTOR:**

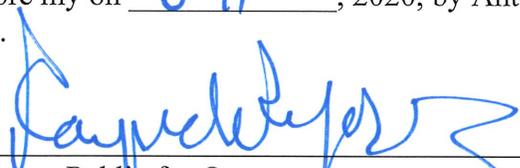
**CLEARWATER HOMES, LLC,**  
an Oregon limited liability company

By:   
Ante Skoro, Managing Member

STATE OF OREGON            )  
  ) ss.  
County of Multnomah)

This instrument was acknowledged before my on 6-11, 2020, by Ante Skoro,  
Managing Member of Clearwater Homes, LLC.



  
Notary Public for Oregon  
My Commission expires: 1-12-24

GRANTOR 3G:

3G CORP, an Oregon corporation

By:

Dean Hurford, Secretary

STATE OF OREGON )  
 ) ss.  
County of Multnomah )

This instrument was acknowledged before my on 6-11, 2020, by Dean Hurford, Secretary of 3G Corp.



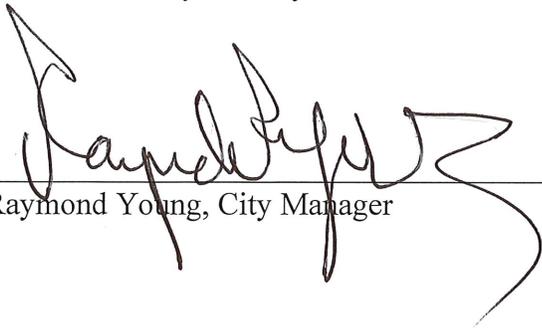
Raymond Paul Young  
Notary Public for Oregon

My Commission expires: 1-2-24

ACCEPTANCE BY GRANTEE

I, Raymond Young, City Manager of the City of Troutdale, hereby accept the foregoing Utility Easement Agreement under authority deleted to me by the City Council of the City of Troutdale.

Dated this 11<sup>th</sup> day of <sup>June</sup>~~May~~, 2020.

  
Raymond Young, City Manager

APPROVED AS TO FORM:

  
Edward H. Trompke, City Attorney

STATE OF OREGON )  
 ) ss.  
County of Multnomah )

Personally appeared the above-named Raymond Young, City Manager, who acknowledged the foregoing instrument to be the voluntary act and deed of the CITY OF TROUTDALE.

BEFORE ME:

  
Notary Public for the State of Oregon  
My Commission expires: February 10, 2024



**Exhibit "A"**

**Legal Description for 20 foot Public Sewer Easement**

**Being in a portion of the Southeast One Quarter Section 26 Township 1 North, Range 3 East of the Willamette Meridian, City of Troutdale, Multnomah County Oregon, more particularly described as follows:**

**Commencing at the Northwest corner of Lot 31 of Sedona Park as recorded in Plat Book 1230, Page 34. Multnomah County auditor's records:**

**Thence South 01°34'11" West along the West line of Lot 31 of said Sedona Park for a distance of 48.17 feet to the Point of Beginning;**

**Thence leaving said East line North 88°41'40" West for a distance of 109.46 feet;**

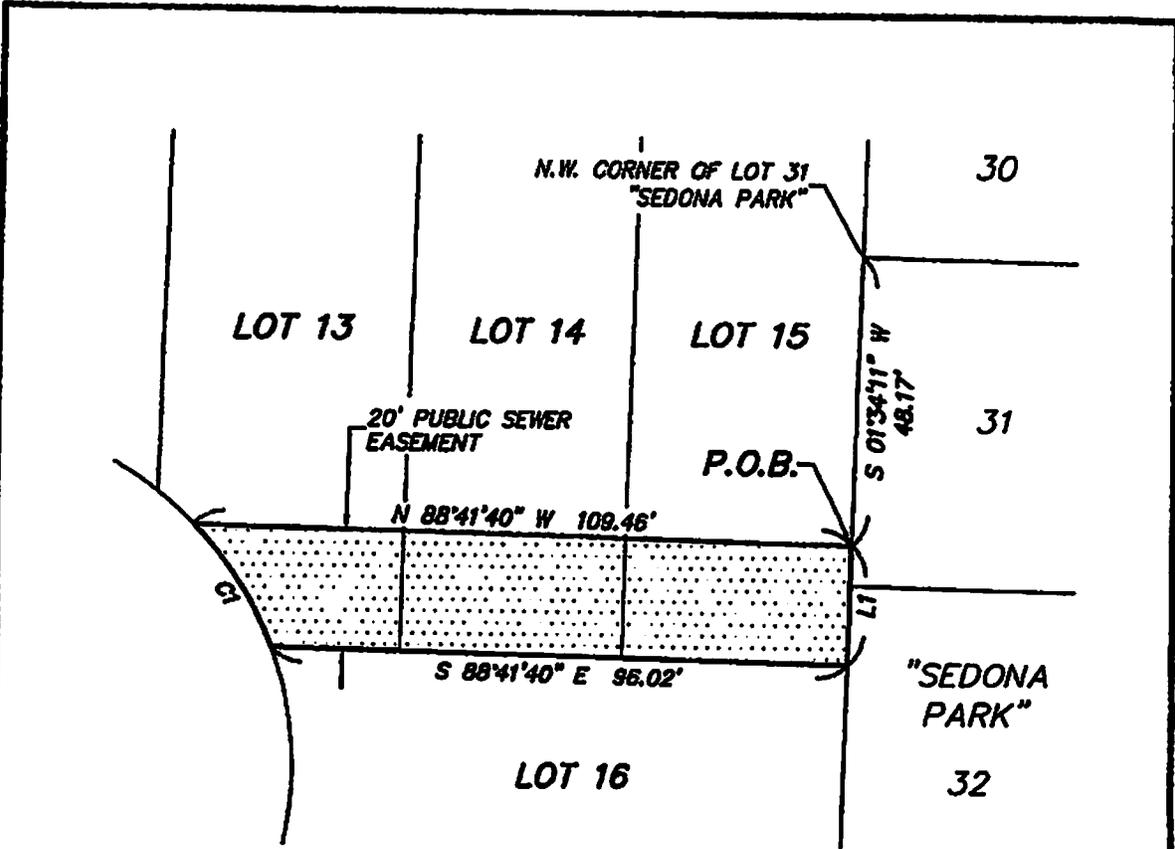
**Thence along a 58.00 foot radius curve to the left, through a central angle of 23°55'42" for an arc distance of 24.22 feet, a chord of which bears South 32°25'09" East 24.05 feet;**

**Thence South 88°41'40" East for a distance of 96.02 feet;**

**Thence North 01°34'11" East for a distance of 20.00 feet to the Point of Beginning;**

**Containing 2,034 more or less square feet**

**Subject to and together with public roads and easements or restrictions of record.**



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 01°34'11" E	20.00'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC DIST.	CHORD BEARING	CHORD DIST.
C1	58.00'	23°35'42"	24.22'	S 32°25'09" E	24.05'



604 W Evergreen Blvd.  
 Vancouver, WA 98660 | P/E (360) 944-6519

**PLS ENGINEERING**

**EXHIBIT**

FOR PUBLIC SEWER EASEMENT LOCATED IN  
 THE SW 1/4 OF THE  
 SE 1/4 OF SECTION 28  
 T. 1 N., R. 3 E.,  
 MULTNOMAH COUNTY, OREGON

SCALE: N.T.S.  
 JOB NO. 2768  
 DATE: 02-27-2020  
 DWG FILE: 2768L3.dwg  
 DRAWN BY: NG

RECORDING COVER SHEET (Please Print or Type) this cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

AFTER RECORDING RETURN TO:

City Recorder  
City of Troutdale  
219 E Historic Row  
Troutdale OR 97060

Multnomah County Official Records 2020-037653  
E Murray, Deputy Clerk 03/30/2020 02:28:34 PM  
EASE-EASE Pgs=8 Stn=68 ATJN \$40.00  
\$40.00

SEND TAX STATEMENTS TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)  
UTILITY EASEMENT AGREEMENT

DIRECT PARTY(S) -- (i.e., DEEDS: Seller/Grantor; MORTGAGES: Borrower/Grantor; LIENS; Creditor/Plaintiff)  
ORS 205.125(1) (b) and 205.160  
3G COR P.

INDIRECT PARTY(S) -- (i.e., DEEDS: Buyer/Grantee; MORTGAGES: Beneficiary/Lender; LIENS: Debtor/Defendant)  
ORS 205.125(1) (a) and 205.160  
CITY OF TROUTDALE

TRUE AND ACTUAL CONSIDERATION-- (Amount in dollars or other) ORS 93.030(5)  
\$ \_\_\_\_\_

JUDGMENT AMOUNT-- (obligation imposed by the order or warrant) ORS 205.125(1) (c)  
\$ \_\_\_\_\_

If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244:

"RERECORDED AT THE REQUEST OF GRANTOR AND GRANTEE  
TO CORRECT Map attachment was inadvertently switched with 2020-037042 easement

PREVIOUSLY RECORDED IN BOOK/PAGE/FEE NUMBER 2020-037042

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

Multnomah County Official Records	<b>2020-037042</b>
E Murray, Deputy Clerk	03/27/2020 12:45:43 PM
EASE-EASE Pgs=7 Stn=26 ATAH	\$112.00
\$35.00 \$11.00 \$6.00 \$60.00	

## UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement ("AGREEMENT") is entered into by 3G Corp., 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, sanitary sewer systems.

2. **Limitations.** GRANTOR shall not construct, install, nor place any structure, 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 (including alleyways). Any damages to GRANTEE's utilities caused by GRANTOR's construction, installation, placement, maintenance or operations 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. GRANTOR expressly acknowledges and stipulates that GRANTOR desired and benefitted from the placement of publicly maintained sewer systems

within the easement area, and that such placement provides an ongoing benefit to GRANTOR, its successors, and assigns. GRANTOR and GRANTOR's successors and assigns expressly accept that GRANTEE's current and/or future construction, operation, maintenance, repair, replacement, and/or modification of GRANTEE's utilities will necessitate GRANTEE's operation of heavy vehicles and equipment within the easement area, and, whether due to the use of heavy vehicles and equipment or not, will likely result in wear and tear, repetitive stress, incidental damage and disturbance (chronic, cumulative, and/or acute), long-term degradation, and other ancillary damage to GRANTOR's pavements, curbs, landscaping, and other facilities within the Easement area; and GRANTOR further stipulates that GRANTOR, and GRANTOR's successors and assigns, shall make no claim or request that GRANTEE make any repair, perform any maintenance, or otherwise restore, preserve, or improve GRANTOR's pavements, curbs, landscaping, or other facilities or amenities within the easement area for any reason arising from GRANTEE's use of the easement area for the construction, installation, operation, maintenance, repair, replacement, and/or modification of GRANTEE's utilities.

**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 legal description and map attached herewith as Exhibit A.**

CERTIFICATE OF GRANTOR

I, Dean Hurford, 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 27 day of March, 2020

3G Corp., a corporation authorized to do business in Oregon

by: [Signature]

Print Name: DEAN HURFORD

Title: SECRETARY

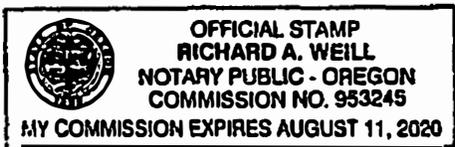
STATE OF OREGON )  
 ) ss.  
COUNTY OF MULTNOMAH )

This instrument was acknowledged before me on 3-27-2020, 2020

by Dean Hurford as Secretary of 3G Corp.

[Signature]  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_, 20\_\_\_\_.

(seal)



CERTIFICATE OF GRANTEE

I, Ray Young City Manager of the City of Troutdale, hereby accept the foregoing Utility Easement Agreement under authority delegated to me by the City Council of the City of Troutdale.

Dated this 27 day of March, 2020.

[Signature]  
City Manager

(seal)

APPROVED AS TO FORM:

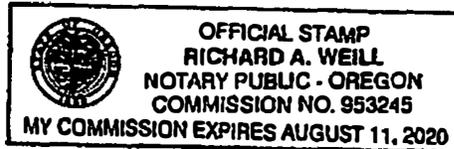
By: [Signature] 20200325  
City Attorney Ed Troupke

STATE OF OREGON )  
 ) ss.  
COUNT OF MULTNOMAH )

Personally appeared the above named City Manager and acknowledged the foregoing instrument to be the voluntary act and deed of the CITY OF TROUTDALE.

BEFORE ME: [Signature]  
Notary Public for Oregon  
Commission Expires: \_\_\_\_\_

(seal)



**Exhibit "A"**

**Legal Description for 20 foot Public Sewer Easement**

Being in a portion of the Southeast One Quarter Section 26 Township 1 North, Range 3 East of the Willamette Meridian, City of Troutdale, Multnomah County Oregon, more particularly described as follows;

Commencing at the Northeast corner of Lot 169 of Cherry Ridge No. 3 as recorded in Plat Book 1231, Page 20, Multnomah County auditor's records:

Thence South 01°34'11" West along the East line of Lot 169 of said Cherry Ridge No. 3 for a distance of 22.59 feet to the **Point of Beginning**;

Thence leaving said East line South 88°41'40" East for a distance of 117.02 feet;

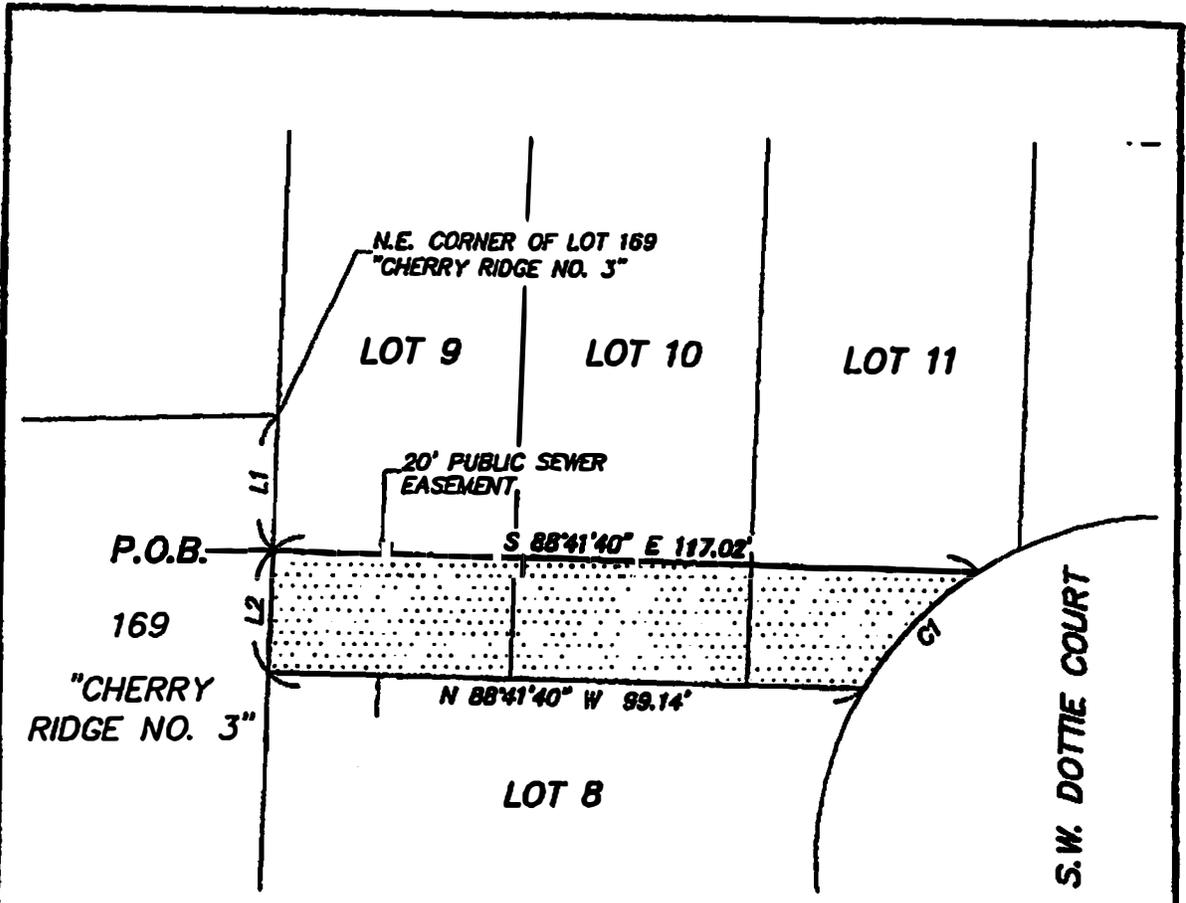
Thence along a 58.00 foot radius curve to the right, through a central angle of 26°48'28" for an arc distance of 27.14 feet, a chord of which bears South 43°15'11" West 26.89 feet;

Thence North 88°41'40" West for a distance of 99.14 feet;

Thence North 01°34'11" East for a distance of 20.00 feet to the **Point of Beginning**;

Containing 2.133 more or less square feet

Subject to and together with public roads and easements or restrictions of record.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 01°34'11" W	22.59'
L2	N 01°34'11" E	20.00'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC DIST.	CHORD BEARING	CHORD DIST.
C1	58.00'	26°48'28"	27.14'	S 43°15'11" W	26.89'



604 W. Davenport Blvd.  
Vancouver, WA 98660 | PH (360) 944-6519

**PLS ENGINEERING**

**EXHIBIT "A"**

FOR PUBLIC SEWER EASEMENT LOCATED IN  
THE SW 1/4 OF THE  
SE 1/4 OF SECTION 28  
T. 1 N., R. 3 E.,  
MULTNOMAH COUNTY, OREGON

SCALE: N.T.S.  
JOB NO. 2788  
DATE: 02-27-2020  
DWG FILE: 2788L2.dwg  
DRAWN BY: NG

After recording, return to:

City Recorder  
City of Troutdale  
219 E Historic Columbia River Hwy  
Troutdale, OR 97060

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### **RECITALS**

A. GRANTOR Clearwater Homes, LLC owns the real 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. On March 27, 2020, a version of this document was recorded in the Multnomah County Records as Document No. 2020-037041, and re-recorded on March 30, 2020, as Document No. 2020-037652 with 3G Corp as Grantor and City of Troutdale as Grantee.

D. On April 22, 2020, 3G Corp sold the real property subject to this Agreement to Clearwater Homes, LLC, as well as other real property adjacent to and in the vicinity of the Easement Area, subject to financing.

E. The purpose of this Agreement is to grant a utility easement to GRANTEE for access and use of the Easement Area.

## EASEMENT GRANTED

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**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 legal description and map attached herewith as Exhibit A.

*Signatures of Parties and Notary Acknowledgments on Following Pages*

GRANTOR:

CLEARWATER HOMES, LLC,  
an Oregon limited liability company

By: [Signature]  
Ante Skoro, Managing Member

STATE OF OREGON            )  
  ) ss.  
County of Multnomah )

This instrument was acknowledged before my on 6-11, 2020, by Ante Skoro,  
Managing Member of Clearwater Homes, LLC.



[Signature]  
Notary Public for Oregon  
My Commission expires: 1-2-24

GRANTOR 3G:

3G CORP, an Oregon corporation

By: [Signature]  
Dean Hurford, Secretary

STATE OF OREGON            )  
  ) ss.  
County of Multnomah        )

This instrument was acknowledged before me on 6-11, 2020, by Dean Hurford, Secretary of 3G Corp.



[Signature]  
Notary Public for Oregon  
My Commission expires: 1-2-24

ACCEPTANCE BY GRANTEE

I, Raymond Young, City Manager of the City of Troutdale, hereby accept the foregoing Utility Easement Agreement under authority deleted to me by the City Council of the City of Troutdale.

Dated this 11<sup>th</sup> day of ~~May~~ <sup>June</sup>, 2020.

[Signature]  
Raymond Young, City Manager

APPROVED AS TO FORM:

[Signature]  
Edward H. Trompke, City Attorney

STATE OF OREGON                    )  
  ) ss.  
County of Multnomah            )

Personally appeared the above-named Raymond Young, City Manager, who acknowledged the foregoing instrument to be the voluntary act and deed of the CITY OF TROUTDALE.

BEFORE ME:

[Signature]  
Notary Public for the State of Oregon  
My Commission expires: February 10, 2024



## EXHIBIT A

### Legal Description for 20-Foot Public Water Easement

Being in a portion of the Southeast One Quarter Section 26 Township 1 North, Range 3 East of the Willamette Meridian, City of Troutdale, Multnomah County Oregon, more particularly described as follows:

**Commencing** at the Southwest corner of Lot 1 of Sedona Park as recorded in Plat Book 1230, Page 34, Multnomah County auditor's records:

Thence North 01°34'11" East along the West line of said Sedona Park for a distance of 110.00 feet to the **Point of Beginning**;

Thence continuing North 01°34'11" East for a distance of 169.79 feet;

Thence leaving said West line North 88°41'40" West for a distance of 109.46 feet;

Thence along a 58.00 foot radius curve to the left, through a central angle of 23°55'42" for an arc distance of 24.22 feet, a chord of which bears South 32°25'09" East 24.05 feet;

Thence South 88°41'40" East for a distance of 69.18 feet:

Thence along a 20.00 foot radius curve to the left, through a central angle of 48°51'16" for an arc distance of 17.05 feet, a chord of which bears South 22°51'27" East 16.54 feet;

Thence South 01°34'11" West for a distance of 134.69 feet;

Thence South 88°41'40" East for a distance of 20.00 feet to the **Point of Beginning**;

Containing 5,062 more or less square feet

Subject to and together with public roads and easements or restrictions of record.

