

RESOLUTION NO. 5339-17

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A REVOCABLE PERMIT FOR THE PRIVATE ENCROACHMENT OF A CITY SLOPE EASEMENT ON 19215 SW 49TH COURT

WHEREAS, the City has a slope easement that exists across the backyard of property located at 19215 SW 49th Court, among other properties; and

WHEREAS, the owner of the property located at 19215 SW 49th Court requested to place a covered patio and related amenities within the City's slope easement; and

WHEREAS, the request will not adversely impact the City's slope easement; and

WHEREAS, granting the revocable permit is in the public good;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, OREGON, that:

Section 1. The City Manager is authorized to execute a Revocable Permit, which is attached as Exhibit 1 and incorporated by reference.

Section 2. The City Manager is authorized to revoke the permit for any reason and at any time with 180 days prior notice to the permittee.

Section 3. This resolution is effective upon adoption.

Adopted by the City Council this 13th day of November, 2017.

CITY OF TUALATIN, OREGON

BY 

Mayor

APPROVED AS TO FORM

BY 

City Attorney

ATTEST:

BY 

City Recorder

After recording return to:
City of Tualatin, Oregon
18880 SW Martinazzi Ave.
Tualatin, OR 97062-7092



REVOCABLE PERMIT
(Private Encroachment of a City Slope Easement)

The City of Tualatin ("City"), pursuant to Resolution No. 5339-17, hereby grants the owner of 19215 SW 49th Court ("Permitee") within Orchard Hill Park subdivision the right to encroach upon and occupy a portion of public slope easement, as more particularly described in Exhibit D ("Lot 17 of Orchard Hill Park subdivision plat") and as depicted on Exhibit B ("Vicinity Map") for the purpose of enhancing their backyard ("Encroachment"), subject to the terms and conditions set forth herein.

The City grants the permit on the condition that Permitee promises and agrees to comply with the following terms, conditions, and restrictions:

1. The Encroachment as constructed must pass inspection by the City confirming it complies with all applicable Codes of the City of Tualatin including, but not limited to, structural safety, traffic, sanitation, land use, and fire requirements.
2. In constructing and maintaining the Encroachment, Permitee agrees to comply with the plans and specifications approved by the City and all applicable permits.
3. Permitee must maintain the Encroachment in good order and must immediately notify the City of any dangers to person or property, or any dangerous conditions, that exist with regard to the Encroachment, which are either known or discovered by Permitee.
4. Permitee assumes all risk of damage to its Encroachment, and any buildings, structures, utilities, or other appurtenances connected to the Encroachment, resulting from, or arising out of, any and all uses of the public right-of-way by the City, its officers, employees, agents, and the general public.

5. Permittee must defend, indemnify, and hold harmless the City, its officers, agents, and employees, against any and all claims for damages of any kind attributable to Permittee and which is caused or alleged to have been caused as a result of the Encroachment or this Permit, whether such damage or injury results from normal operation or accident or any other cause.
6. The placing of the Encroachment in a portion of the aforesaid public right-of-way will not give to Permittee, or anyone else, any permanent right to its continued or exclusive occupancy.
7. This Permit is revocable by the City, in its sole discretion, for any reason. City will provide Permittee at least 180 days prior written notice and provide the effective date of the revocation in the notice, on or before the effective date of the revocation, Permittee, at its own expense, will remove the Encroachment from City's right-of-way; and, failing to do so, the City may cause removal of the Encroachment at the cost and expense of Permittee, including any and all legal costs and attorney fees..
8. Permittee's obligations under the provisions of this Permit are binding upon all of the heirs, successors, and assigns of Permittee.
9. In the event Permittee includes more than one person or entity, all such persons or entities are jointly and severally liable for all conditions herein.
10. Any construction within the right-of-way requires a Public Works Permit and compliance with all applicable codes and regulations.

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ACCEPTED, and the conditions hereof acknowledged and agreed to the _____ day of _____, 2017.

Permitee:

Owner of 19215 SW 49th Court

By: _____

Its: _____

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 20____, by _____, known to me to be the _____ of 19215 49th Ct, Orchard Hill Park Subdivision.

Notary Public—State of Oregon
My commission expires: _____

Witness my hand this _____ day of _____, 20____.

By: _____
City Manager

STATE OF OREGON)
) ss.
County of _____)

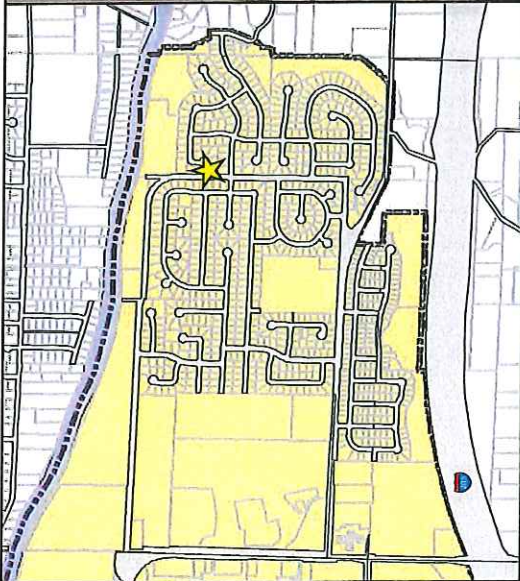
This instrument was acknowledged before me on _____, 20____, by Sherilyn Lombos, as the City Manager for the City of Tualatin, Oregon.

Notary Public—State of Oregon
My commission expires: _____

APPROVED AS TO FORM:

By: _____
City Attorney

15' Slope Easement, Existing



SW 49th Ct

19215 SW 49th Ct

SW-50th Ave



Slope Easement



This map is derived from various digital database sources. The City of Tualsis, OR assumes no responsibility or liability for any errors or omissions in this information. The map is printed 01/12/17

