

RESOLUTION NO. 5215-14

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A REVOCABLE PERMIT TO ALLOW CONSTRUCTION OF PRIVATE IMPROVEMENTS OVER CITY PUBLIC EASEMENTS AT 22300 SW 106TH AVENUE

WHEREAS, the City has public stormwater and sanitary sewer easements over property located at 22300 SW 106th Avenue;

WHEREAS, the owners of the property located at 22300 SW 106th Avenue requested to place private improvements, consisting of retaining walls, a fire pit, and landscaping, over the City's public stormwater and sanitary sewer easements; and

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 at any time and for any reason deemed appropriate by the City Manager.

Section 3. This resolution is effective upon adoption.

Adopted by the City Council this 23rd day of February, 2015.

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
(Easement)**

The City of Tualatin ("City"), pursuant to Resolution No. 5215-14, hereby grants Tony & Amy Apiedo ("Permitee") the right to encroach upon and occupy a portion of the City's public Easement, as more particularly described in Exhibit A ("Legal Description") and as depicted on Exhibit B ("Map") for the purpose of LANDSCAPING, RETAINING WALLS ("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 must comply with all applicable Codes of the City of Tualatin including, but not limited to, structural safety, traffic, sanitation, land use, and fire requirements.
2. 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 Easement 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 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 Easement will not give to Permittee, or anyone else, any permanent right to its continued or exclusive occupancy.
7. This Permit is revocable for any reason and, when requested to do so by the City, Permittee, at Permittee's own expense, will remove the Encroachment from Easement; and, failing to do so, the City of Tualatin may cause removal of the Encroachment at the cost and expense of Permittee.
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 private construction within the Easement requires a Public Works Permit and compliance with all applicable codes and regulations.

12th ACCEPTED, and the conditions hereof acknowledged and agreed to this day of January, 2015.

[Signature]
By: [Signature]
Permitee

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on January 12th, 2015, by Amy and Tony Apiado.



[Signature]
Notary Public—State of Oregon
My commission expires: 10-12-2015

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: [Signature]
City Attorney

2355 SE Wilson Creek Blvd
Portland, Oregon 97228
503.777.7114
www.dennis7dees.com



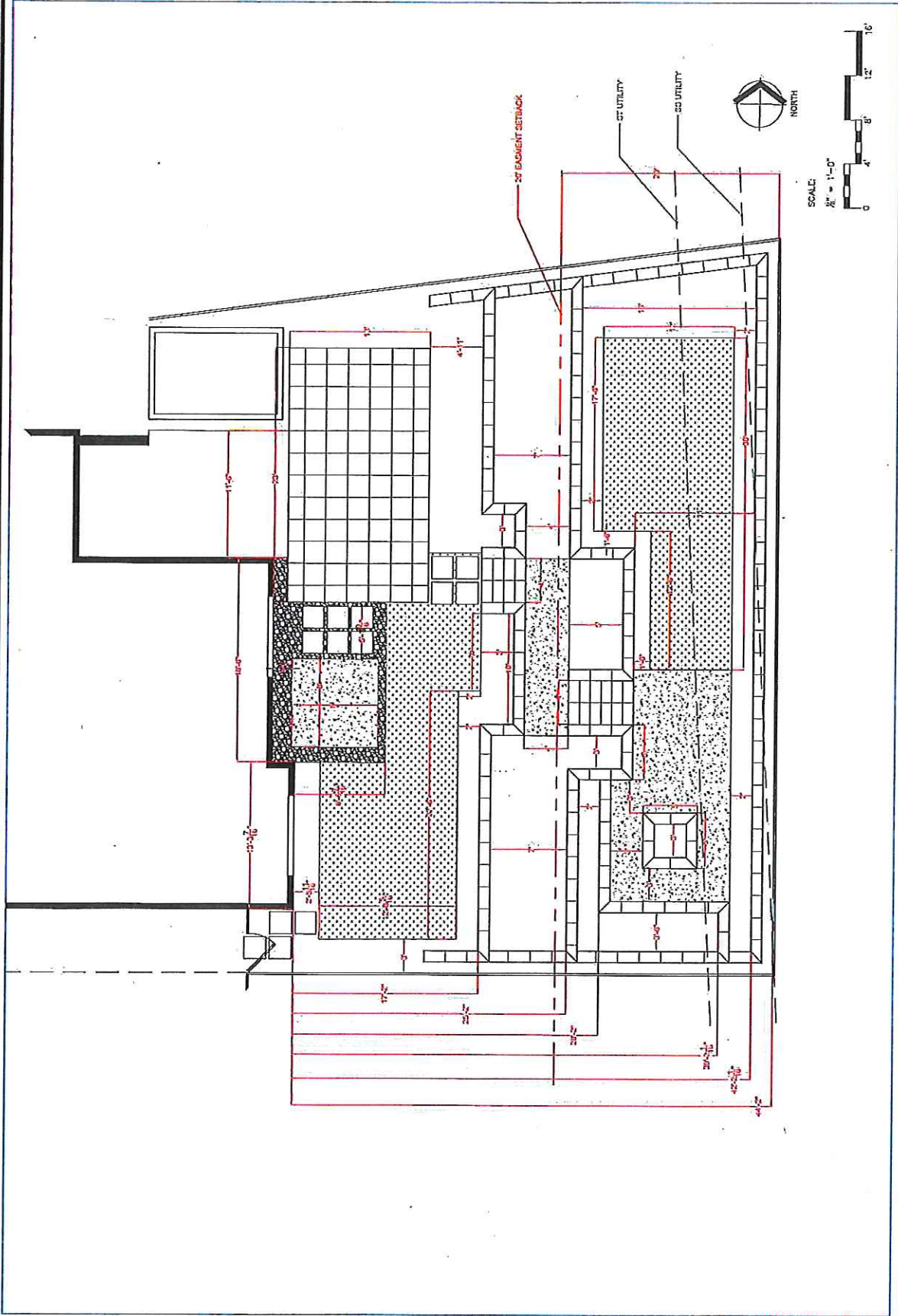
Landscaping
Renovation
Plan

APIADO RESIDENCE

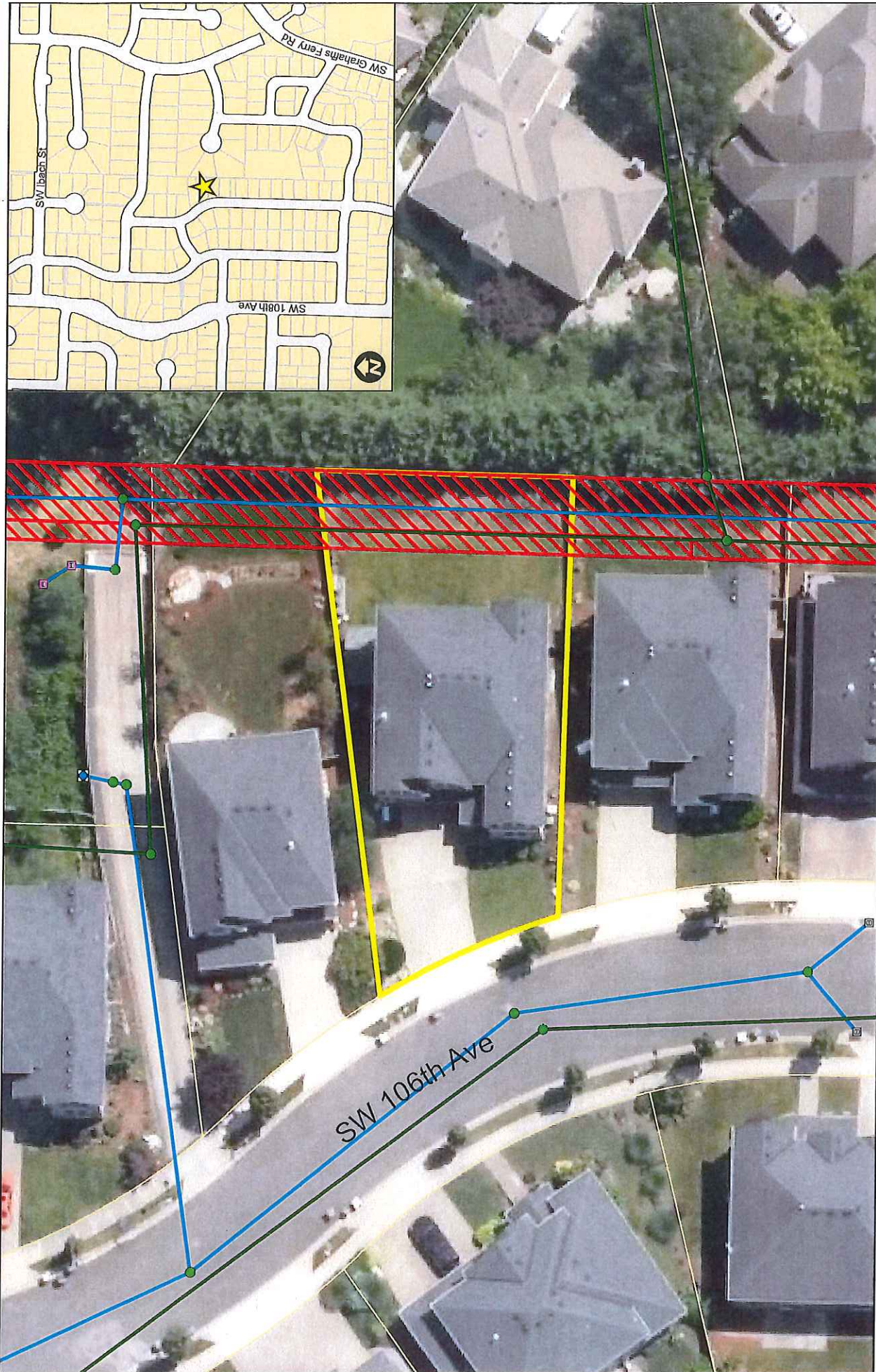
DESIGNER:
ERIC HAGBERG
OWNER: ERIC HAGBERG

This drawing is submitted for review and approval by the City of Portland. The project is subject to the City of Portland's rules and regulations regarding the installation of irrigation systems. The City of Portland is not responsible for the accuracy of the information provided in this drawing.

DATE: SEPT. 10 2014



Revocable Permit - 22300 SW 106th Ave



— Sewer Line



— Storm Lines



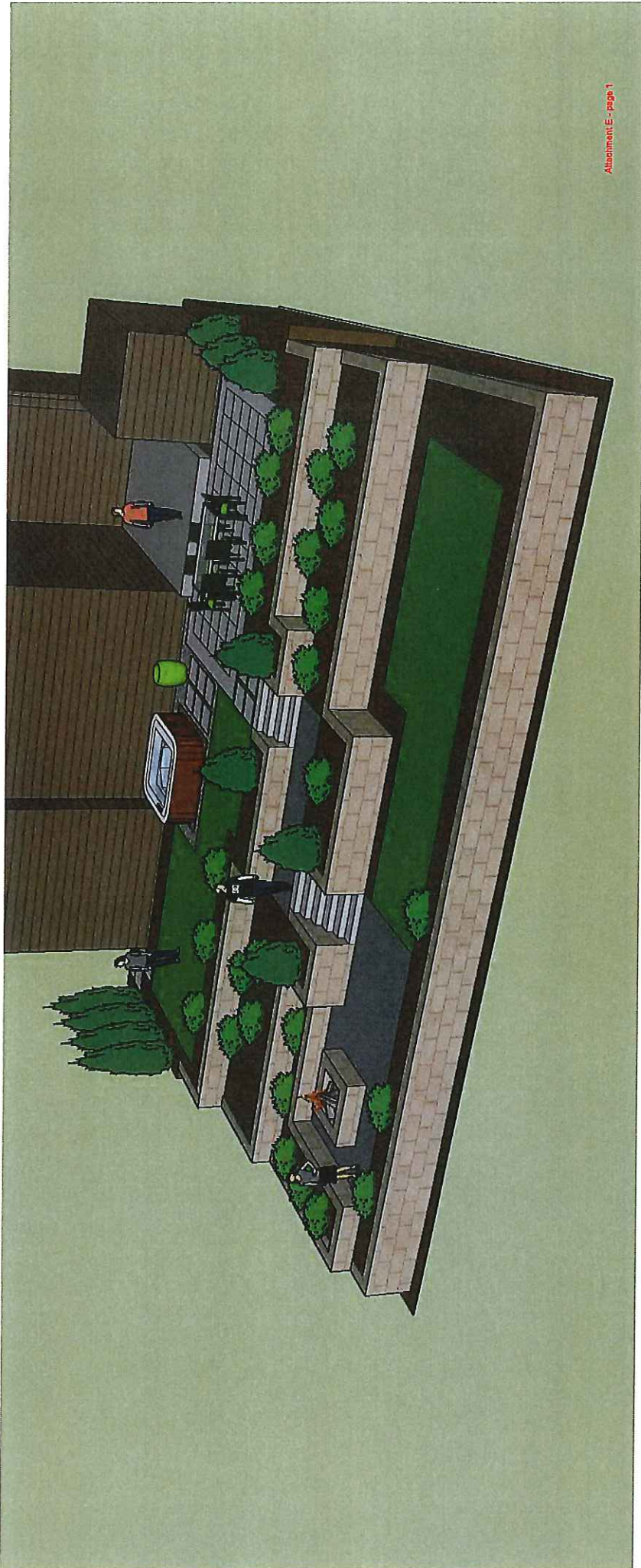
Utility Easement

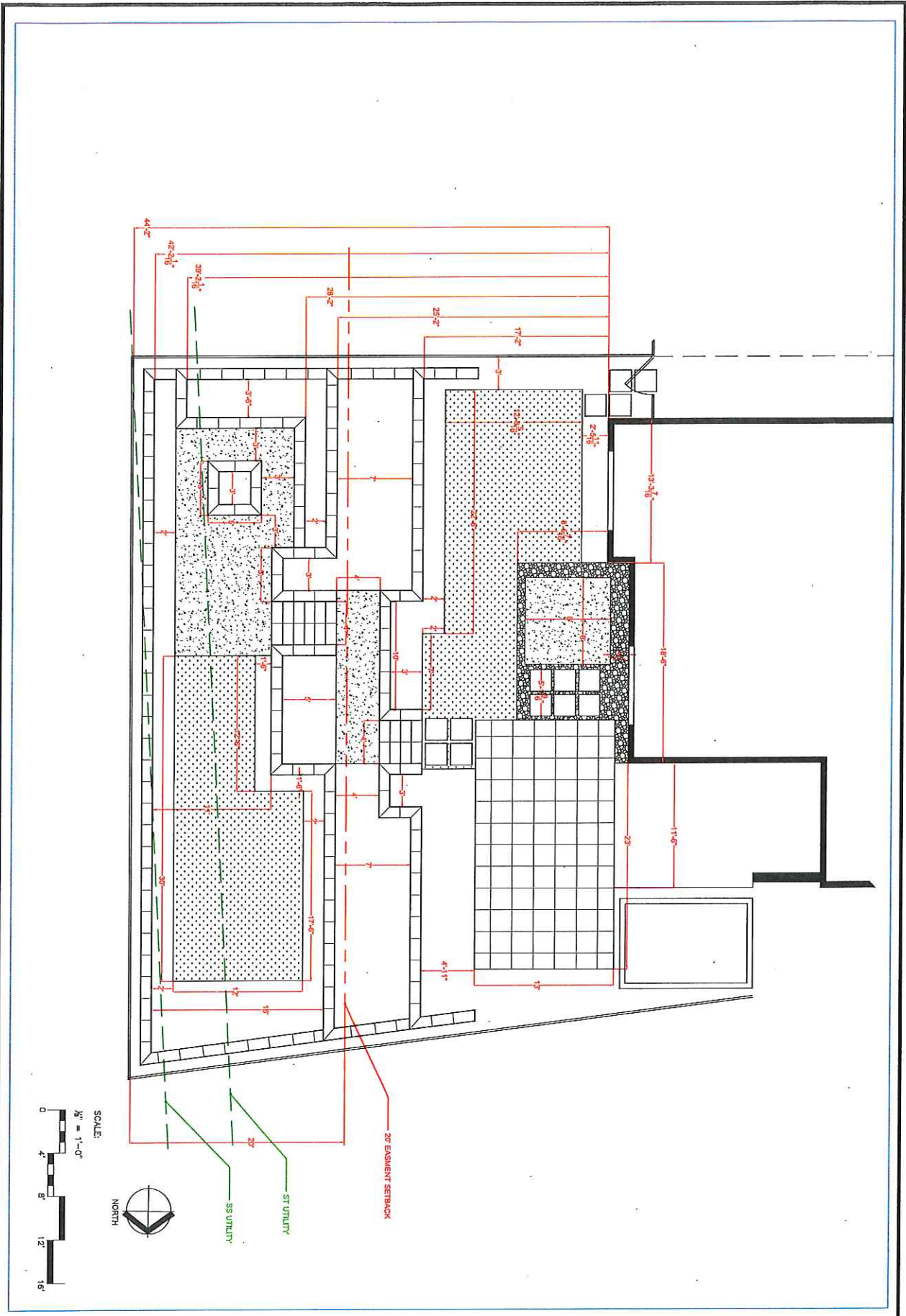


This map is derived from various digital database sources. While an attempt has been made to provide an accurate map, the City of Tualatin, OR assumes no responsibility or liability for any errors or omissions that may appear on this map. It is provided "as is". - Engineering and Building Dept. File # 2/11/2015

Attachment C - 1







SCALE:
 $\frac{1}{8}'' = 1'-0''$

0 4 8 12 16'



APIADO RESIDENCE

Landscape Renovation Plan



7355 SE Johnson Creek Blvd.
 Portland, Oregon 97206
 503.777.7777 tel. OR
 503.777.3155 tel. WA
 503.777.2390 fax
 www.dennis7dees.com
 Attachment F - page 1

DESIGNER:
ERIC HAGERBERG

DRAWN BY:
ERIC HAGERBERG

DATE:
 SEPT. 10 2014

This drawing is prepared by the Designer and is for the use of the Client only. It is not to be used for any other purpose without the written consent of the Designer. The Designer shall not be held responsible for any errors or omissions in this drawing or for any consequences arising therefrom. The Client shall be responsible for obtaining all necessary permits and for the accuracy of the information provided to the Designer. The Designer shall not be held responsible for any delays or interruptions in the design process caused by the Client or any third party.