

AFTER RECORDING RETURN TO:

Clackamas County Official Records
Sherry Hall, County Clerk

2011-024840

if
~~City Recorder, Nancy Ide~~
City of Oregon
P.O. Box 3040
Oregon City, Oregon 97045-0304

Kelly Burgoyne



01490940201100248400060067

\$72.00

04/25/2011 01:45:43 PM

D-E Cnt=1 Stn=1 JANISKEL
\$30.00 \$16.00 \$16.00 \$10.00

Map No.: 2-2E-29DC

Tax Lot: 02001

File No.: CI-10-016

Grantor: Beverly R. Wilson

**CITY OF OREGON CITY, OREGON
PUBLIC UTILITY(S) EASEMENT
(Temporary and Permanent)**

KNOW ALL BY THESE PRESENTS, THAT Beverly R. Wilson hereinafter called the GRANTOR, do(es) hereby grant unto the City of Oregon City, hereinafter called the CITY, its successors in interest and assigns, a permanent easement and right-of-way, including the permanent right to construct, reconstruct, operate, and maintain a sanitary sewer STEP facility on the following described land:

See attached Exhibit "A" Legal Description and attached Exhibit "B" Sketch for Legal Description

TO HAVE AND TO HOLD, the above described easement unto the CITY, its successors in interest and assigns forever.

The GRANTORS bargain, sell, convey, transfer, and deliver unto CITY a temporary easement and right-of-way upon, across, and under so much of the aforesaid land as described as:

The northeasterly 30 feet of that certain tract of land described in Deed Document 1989-053199, Clackamas County Deed Records, Oregon City, Oregon.

See attached Exhibit "C" Sketch for Legal Description.

It being understood that said temporary easement is only for the original excavation and construction of said utility and upon the completion of the construction thereof shall utterly cease and desist, save and except for that portion hereinbefore described as being a permanent easement.

GRANTOR reserves the right to use the surface of the land for walkways, plantings, parking, and related uses. Such uses undertaken by the GRANTOR shall not be inconsistent or interfere with the use of the subject easement area by the CITY. No building or utility shall be placed upon, under, or within the property subject to the foregoing easement during the term thereof, however, without the written permission of the CITY.

Upon completion of the construction, the CITY shall restore the surface of the property to its original condition and shall indemnify and hold the GRANTOR harmless

against any and all loss, cost, or damage arising out of the exercise of the rights granted herein.

The true consideration of this conveyance is \$1.00, the receipt of which is hereby acknowledged by GRANTOR.

And the GRANTOR above named hereby covenants to and with the CITY, and CITY's successors in interest and assigns that GRANTOR is lawfully seized in fee simple of the above granted premises, free from all encumbrances (no exceptions) and that GRANTOR and their heirs and personal representatives shall warrant and forever defend the said premises and every part thereof to the CITY, its successors in interest and assigns against the lawful claims and demands of all persons claiming by, through, or under the GRANTOR.

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 4th day of February, 2011; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

NOTICE: No stamp or corporate seal is allowed over any typed information.

Individuals, general partnerships

Signer's Name: Beverly R. Wilson

Signer's Name:

Signer's Name:

Corporation/limited partnership

Beverly R. Wilson

Corporation/Partnership Name

Signer's Name, Title:

Signer's Name, Title:

Signer's Name, Title:

(if executed by a corporation
affix corporate seal below)

Personal Acknowledgment

STATE OF OREGON)
) ss.
County of Clackamas)

on February 4, 2011

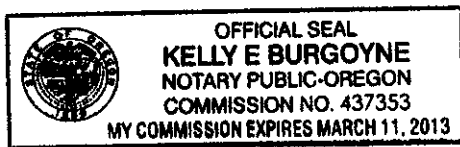
Personally appeared the above named
Behring R. Wilson and Beverly R. Wilson and
acknowledged the foregoing instrument to
be his and her voluntary act and deed.

Before me: Kelly E. Burgoyne

NOTARY PUBLIC FOR OREGON

WITNESS my hand and official seal.

Kelly E. Burgoyne
Notary's signature
My Commission Expires: 03/11/2013
Stamp seal below



Beverly R. Wilson

1718 Harrison Street

Oregon City, OR 97045

(Grantor's Name and Address)

City of Oregon City

625 Center Street

P.O. Box 3040

Oregon City, OR 97045-0304

(Grantee's Name and Address)

Accepted on behalf of the City of Oregon City
on the condition that the easement granted
is free and clear from any taxes, liens, and
encumbrances

Mayor

City Recorder

Corporate Acknowledgment

STATE OF OREGON)
) ss.
County of _____)

Personally appeared _____
_____ and _____
_____ who being duly sworn,
each for himself and not one for the other
did say that the former is the _____
president and that the latter is the _____
secretary of _____
_____, a corporation, and that the seal
affixed to the foregoing instrument was
signed and sealed in behalf of said
corporation by authority of its board of
directors; and each of them acknowledged
said instrument to be its voluntary act and
deed.

Before me:

NOTARY PUBLIC FOR OREGON

WITNESS my hand and official seal.

Notary's signature

My Commission Expires: _____

Stamp seal below

EXHIBIT A

Permanent Sanitary Sewer Easement:

A Permanent Sanitary Sewer Easement in a portion of Lot B, BUENA VISTA, a duly recorded plat described in deed to Behring R. Wilson and Beverly R. Wilson, recorded on November 29, 1989, Clackamas County Recorder's Deed Record No. 89-53199 and being more particularly described as follows:

Beginning at the most Northerly corner of Lot B, Buena Vista, Thence, along the Westerly Right of Way of 18th Street, a 60 foot Right of Way, South 54°38'00" East 48.00 feet to the True Point of Beginning;

Thence, leaving said Westerly Right of Way line, South 35°22'00" West 11.20 feet;

Thence, South 54°38'00" East 14.50 feet;

Thence, North 35°22'00" East, 11.20 feet, more or less, to a point on the Westerly Right of Way line of 18th Street;

Thence, along said Westerly Right of Way, North 54°38'00" West, 14.50 feet, more or less, to the true point of beginning

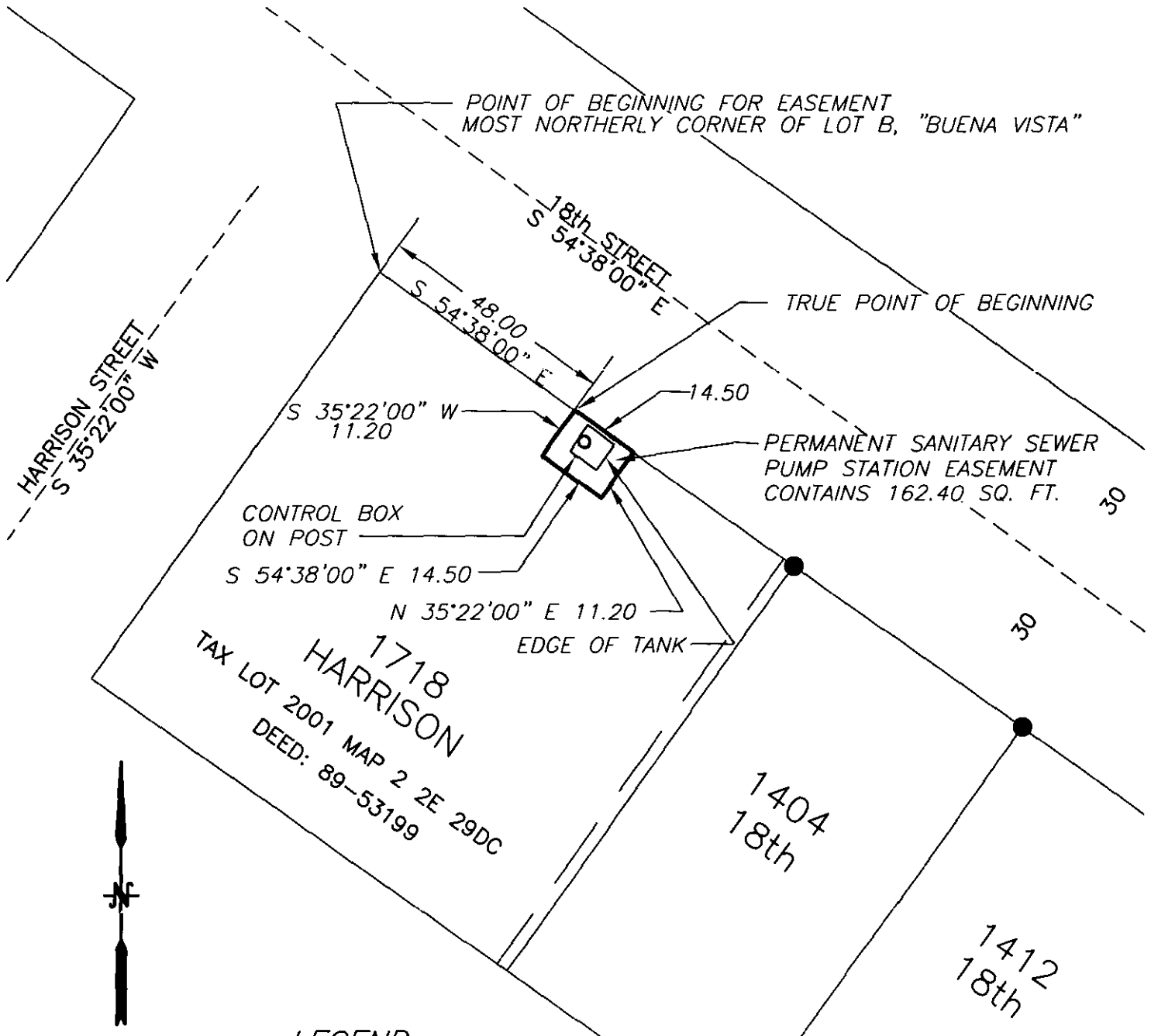
Said Easement containing 162.40 Square Feet, more or less.

The attached EXHIBIT "B" is made a part thereof.

Easement No. 1
03/22/11
08.326.305

EXHIBIT "B"

A PORTION OF LOT B, "BUENA VISTA" (Plat No. 134)
LOCATED IN THE SE 1/4 AND SW 1/4 OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE
2 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON.



PLAN

Scale: 1"=30'

LEGEND

⊙ CENTERLINE

□ PERMANENT SANITARY SEWER
PUMP STATION EASEMENT

POB POINT OF BEGINNING

TPOB TRUE POINT OF BEGINNING

— LOT LINE

• FOUND MONUMENT

Prepared for:

CITY OF OREGON CITY

Expires 12/31/12

REGISTERED
PROFESSIONAL
LAND SURVEYOR

James N. Landrum

OREGON
FEBRUARY 4, 1983
JAMES N. LANDRUM
2024

EASEMENT No. 1

03/22/11

10.327.305

Prepared by:
**DEHAAS &
ASSOCIATES, INC.**
SUITE 300 - A.G.C. CENTER
9450 S.W. COMMERCE CIRCLE
WILSONVILLE, OREGON 97070
PHONE: (503) 682-2450

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Exhibit C

Sketch for Legal Description

For Temporary Construction Easement

