

5
20ns.

AFTER RECORDING RETURN TO:

Kelly Burpyne
City Recorder

City of Oregon
P.O. Box 3040
Oregon City, Oregon 97045-0304



01449481201000715150050052

\$87.00

11/09/2010 08:09:43 AM

D-E Cnt=1 Stn=9 DIANNAW
\$25.00 \$16.00 \$16.00 \$10.00 \$20.00

Map No.: 22E29
Tax Lot: 01800
Planning No.: CI 10-010

Grantor: Oregon City Center, LLC

**CITY OF OREGON CITY, OREGON
PUBLIC UTILITY(S) EASEMENT**

KNOW ALL BY THESE PRESENTS, THAT Oregon City Center, LLC
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
the Public Water Main on the following described land:

See attached Exhibit "A, Page 1 of 2" Legal Description and attached

Exhibit "A, Page 2 of 2" Sketch for Legal Description

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

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 22nd day of October, 2010; 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

Signer's Name

(if executed by a corporation
affix corporate seal below)

Corporation/limited partnership

Oregon City Center, LLC

Corporation/Partnership Name

Signer's Name, Title

M. A. L. J. - V.P. of Investment
Signer's Name, Title Concepts, Inc. - Oregon-Manager

Signer's Name, Title

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

Personal Acknowledgment
STATE OF ~~OREGON~~ CALIFORNIA (DS)

County of Orange) ss.

Personally appeared the above named

and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

NOTARY PUBLIC FOR ~~OREGON~~

Notary's signature

My Commission Expires: _____

Stamp seal below

(Grantor's Name and Address)

City of Oregon City
P.O. Box 3040
625 Center Street
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 Allen Morris

City Recorder Nancy Soble

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Corporate Acknowledgment
STATE OF ~~OREGON~~ CALIFORNIA (DS)

County of Orange) ss.

Personally appeared George A. Chami Jr.

X and X who being duly sworn, each for himself and not one for the other did say that the former is the VICE president and that the latter is the secretary DS of Investment Concepts, Inc. - Oregon, 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~~ CALIFORNIA (DS)

Dana Sims

Notary's signature

My Commission Expires: 4-24-14

Stamp seal below

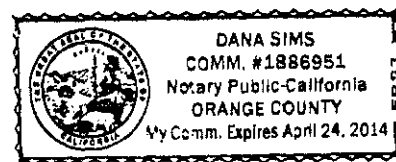


Exhibit A, 1 of 2

Exhibit "A"

LEGAL DESCRIPTION
OREGON CITY SHOPPING MALL (ORE-06)
WATERLINE EASEMENT
March 25, 2010
Page 1 OF 2

A portion of that certain tract of land described in document number 2007-066971, located in the Northeast one-quarter of Section 30, Township 2 South, Range 2 East, Willamette Meridian, City of Oregon City, Clackamas County, Oregon, more particularly described as follows.

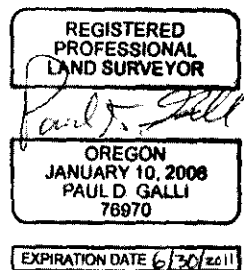
Basis of bearings for this legal description is the south line of Tract "A", being North 87°28'14" East (record North 87°28'04" East per plat of "Clackamette Cove").

A strip of land, fifteen feet (15.00') in width, lying seven and one-half feet (7.50') on each side of the following described centerline:

Beginning at a point on the west line of document number 2007-066971, Clackamas County Oregon Deed Records which bears South 2°31'57" East a distance of 41.48 feet from the southwest corner of Tract A per the plat of "Clackamette Cove", Clackamas County Oregon Survey Records; Thence from said Point of Beginning North 88°49'54" East a distance of 113.71 feet to the Point of Terminus.

The westerly sidelines of the above described strip of land to be lengthened or shortened to intersect the adjoining property line, as shown on the attached exhibit entitled "WATERLINE EASEMENT", which is made a part hereof.

Contains 1,706 square feet, more or less.



S:\PROJECT\ORE-06-SUR\ORE06-TOPO-SUR\Legal Descriptions\ORE-06-Waterline Legal.doc

