

7/5

AFTER RECORDING RETURN TO:

City Recorder: Nancy Ide  
P.O. Box 3040  
Oregon City, Oregon 97045-0304



\$46.00

01028076200600928560050054

10/06/2006 01:50:06 PM

D-E Cnt=1 Stn=1 ELIZABETH  
\$25.00 \$11.00 \$10.00

Map No.: 3S-2E-5BB

Tax Lots: 7700

Grantor: Jonathan & Amanda Lemarr

## CITY OF OREGON CITY, OREGON PERMANENT PUBLIC UTILITY(S) EASEMENT

KNOW ALL BY THESE PRESENTS, THAT Jonathan & Amanda Lemarr 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 Catch Basin and Storm Drainage Piping 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.

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.

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

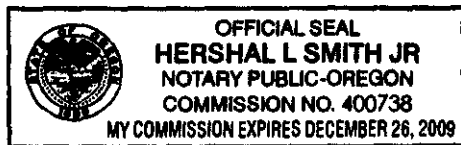
**Personal Acknowledgment**

STATE OF OREGON )  
 ) ss.  
County of CLACKAMAS )

On this 21<sup>st</sup> day of AUGUST, 2009,  
before me, HERSHAL L SMITH JR, the  
undersigned Notary Public, personally appeared  
JONATHAN & AMANDA LEMARR and  
acknowledged the foregoing instrument to be  
his/her voluntary act and deed.

Hersh L Smith Jr  
NOTARY PUBLIC FOR OREGON

My Commission Expires: Dec, 26 2009  
Stamp seal below



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Grantor's Name and Address)

**City of Oregon City**  
**P.O. Box 3040**  
**320 Warner Milne Road**  
**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 *Gene Higgins*  
City Recorder *Nancy Ude*

**Corporate Acknowledgment**

STATE OF OREGON )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
before me, \_\_\_\_\_, the  
undersigned Notary Public, personally appeared  
\_\_\_\_\_ and  
\_\_\_\_\_ who  
being duly sworn, each for himself/herself 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.

NOTARY PUBLIC FOR OREGON

My Commission Expires: \_\_\_\_\_  
Stamp seal below

IN WITNESS WHEREOF, the GRANTOR has executed this 21 day of August, 2008 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

Corporation/limited partnership

\_\_\_\_\_  
Signer's Name

\_\_\_\_\_  
Corporation/Partnership Name

[Signature]

Jonathan Lemarr Owner

\_\_\_\_\_  
Signer's Name

\_\_\_\_\_  
Signer's Name, Title

[Signature] Lemarr

Amanda Lemarr Owner

(if executed by a corporation  
affix corporate seal below)

\_\_\_\_\_  
Signer's Name, Title

\_\_\_\_\_  
Signer's Name, Title

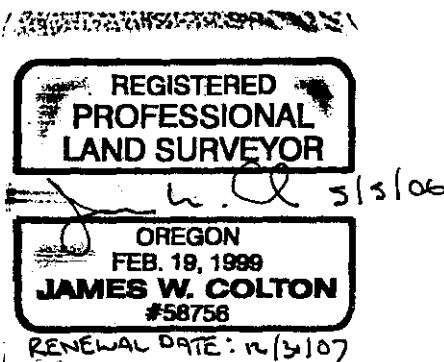
5/05/2006

**PARCEL A – Permanent Drainage Easement**

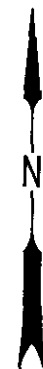
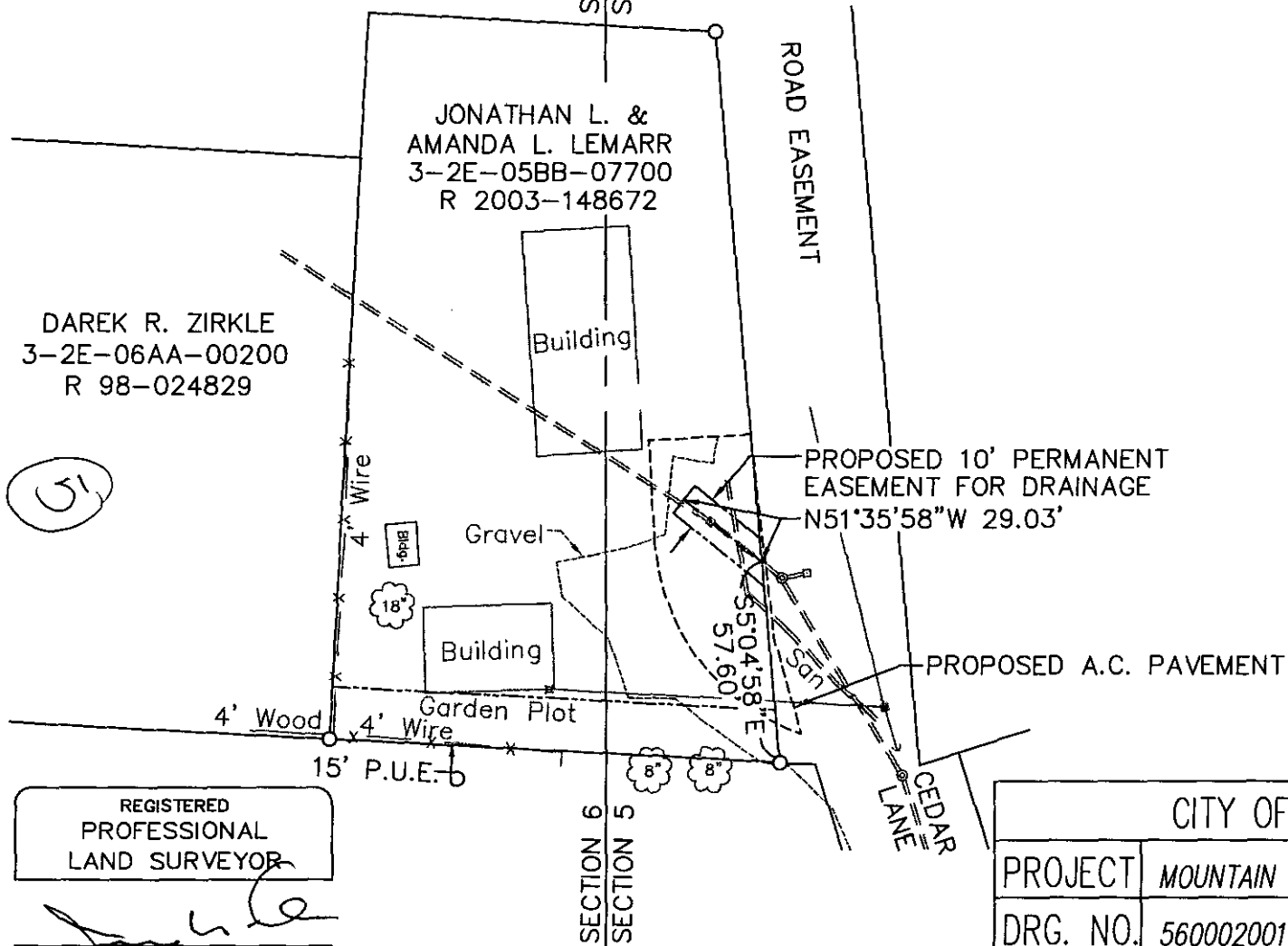
A strip of land being 10.00 feet in width, lying in the William Holmes Donation Land Claim No. 46 in Sections 5 and 6, Township 3 South, Range 2 East of the Willamette Meridian, in the City of Oregon City, Clackamas County, Oregon and being a portion of that property described in that Statutory Warranty Deed to Jonathan L. Lemarr and Amanda L. Lemarr, recorded November 6, 2003, as Recorder's Fee No. 2003-148672 Film Records of Clackamas County; the said strip being 5.00 feet on each side of the following described centerline:

Commencing at a found 5/8 inch iron rod with a yellow plastic cap which is illegible at the Southeast corner of the Jonathan L. and Amanda L. Lemarr property as described in that Statutory Warranty Deed recorded November 6, 2003, as Recorder's Fee No. 2003-148672 Film Records of Clackamas County; thence long the East line of the Lemarr property, North 05°04'58" West 57.60 feet to the true point of beginning, the side lines of this description begin or extend to a line that bears either North 05°04'58" West or South 05°04'58" East from said point of beginning; thence leaving said East line, North 51°35'58" West 29.03 feet to the terminus of this centerline description.

This strip of land contains 290 square feet more or less.



**NW 1/4, SEC. 5, T.3S., R.2E., W.M.  
NE 1/4, SEC. 6, T.3S., R.2E., W.M.**



**LEGEND**

P.U.E. = PUBLIC UTILITY EASEMENT  
○ = FOUND MONUMENT

SCALE 1" = 50'



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
FEB. 19, 1999  
JAMES W. COLTON  
#58756

RENEWAL DATE: DEC. 31, 2007  
SIGNED: 5/3/06



CONSULTING ENGINEERS  
920 COUNTRY CLUB RD., SUITE 100B  
EUGENE, OREGON 97401  
TEL (541) 683-6090 FAX (541) 683-6576

**CITY OF OREGON CITY**

PROJECT	MOUNTAIN VIEW RESERVOIRS		
DRG. NO.	560002001	KEY NO.	N/A
STREET	MOUNTAIN VIEW		
COUNTY	CLACKAMAS		
SCALE :	1"=50'	DATE :	5/5/06