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10  
11  
AFTER RECORDING RETURN TO:

City Recorder, Leilani Bronson-Crelly  
P.O. Box 3040  
Oregon City, Oregon 97045-0304



\$46.00

00707587200406642220050059

07/13/2004 12:02:58 PM

D-E Cnt=1 Str=2 BEV L  
\$25.00 \$11.00 \$10.00

Map No.: 3-2E-7D  
Tax Lot: 301  
Planning No.: PD03-02

Grantor: Steve + Justine McDowell

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

KNOW ALL BY THESE PRESENTS, THAT Steve + Justine McDowell  
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  
Public Sidewalk 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.

IN WITNESS WHEREOF, the GRANTOR has executed this 12 day of December, 2003; 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

Joe McDull

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

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

Justine McDull

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

(if executed by a corporation  
affix corporate seal below)

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

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

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

Personal Acknowledgment

STATE OF OREGON )

County of Clackamas ) ss.

Personally appeared the above named

Steve McDowell and

Sustine McDowell

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

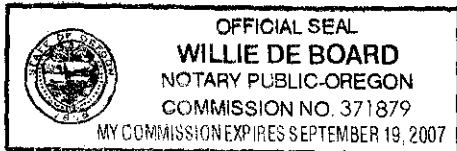
Before me:

NOTARY PUBLIC FOR OREGON

[Signature]  
Notary's signature

My Commission Expires: 9-19-2007

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

[Signature]

City Recorder

[Signature]

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Corporate Acknowledgment

STATE OF OREGON )

County of \_\_\_\_\_ ) ss.

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

Notary's signature

My Commission Expires: \_\_\_\_\_

Stamp seal below

# Legal Description for a Pedestrian Access easement

A strip of land situated in the Southeast  $\frac{1}{4}$  of Section 7, Township 3 South, Range 2 East of the Willamette Meridian, City of Oregon City, Clackamas County, Oregon and being a portion of Parcel 1 of the duly recorded Clackamas County Partition Plat No. 2001-041 and further described as follows:

A 16.50 foot long strip 10 feet wide lying 5 feet either side of the southeasterly right-of-way line of Smoke Tree Place, extended.

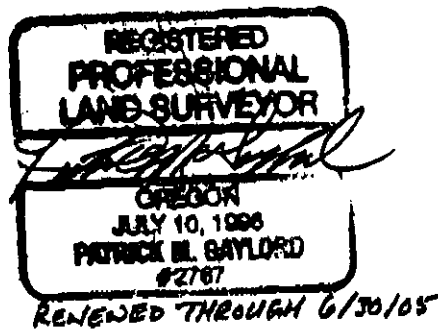
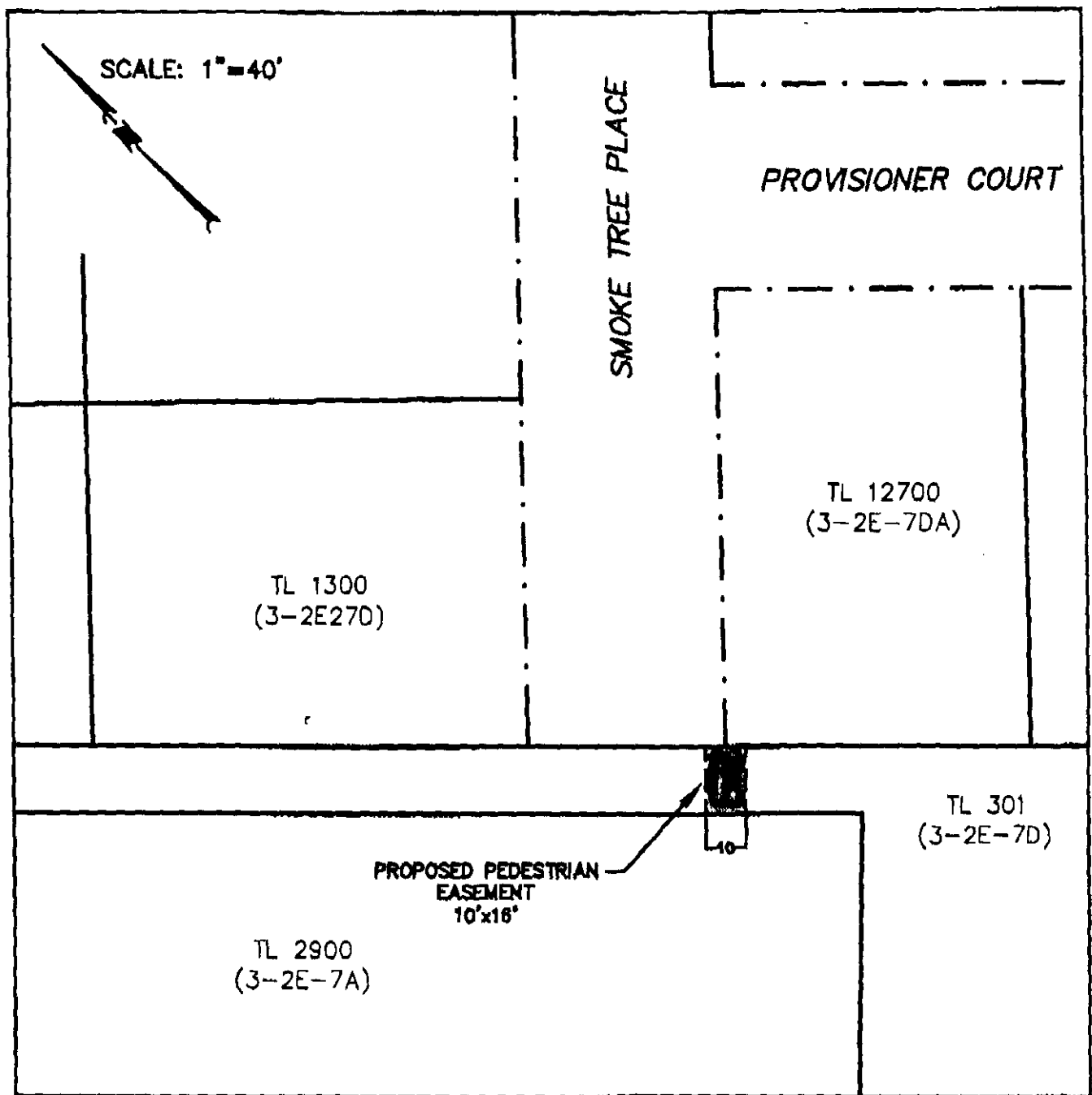


EXHIBIT "A"



EXIHIBIT 'B'

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Public Sidewalk

3-ZE-7D

TL 301

McDowell, Steve & Justine  
(Public Sidewalk P003-02)

[Doc. 2004-064222]  
7/13/04

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Item #10