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AFTER RECORDING RETURN TO:

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

Map: 3-2E-08BA

Tax Lot: 12300

Engineering File: E-EA03-01 (Hillendale No. 4, Lot 9)

Building Permit: BB-03-313 (addition)

Clackamas County Official Records
Sherry Hall, County Clerk

2003-143954



\$36.00

D-OD Cut#1 Str#1 ELIZABETH
\$15.00 \$11.00 \$10.00

10/27/2003 02:03:16 PM

Property Owner: Schroeder, Charles N. & Gloria M.

AGREEMENT CONCERNING CONSTRUCTION ON EASEMENT AREA

WHEREAS, Charles N. Schroeder & Gloria M. Schroeder, hereinafter called the OWNER, are the current owners of Lot No. 9 of Hillendale No. 4 (a duly recorded plat, Clackamas County Plat No. 2209), known as 13359 Rosebery Avenue, Oregon City, Oregon, hereinafter called the PROPERTY, and

WHEREAS, there exists a 30-foot wide public water utility easement across the rear of the PROPERTY per said Plat No. 2209, hereinafter called EASEMENT; and

WHEREAS, the City has installed a public water main, in the EASEMENT and may, in the future, install, replace, maintain, or otherwise use the EASEMENT; and

WHEREAS, the OWNER or their predecessor, had constructed a permanent building addition to the northeast corner of the existing single family residence, hereinafter called "EXISTING ADDITION", and now desires to construct a new addition onto the southeast corner of said single family residence, hereinafter called "PROPOSED ADDITION", on the PROPERTY, which the OWNER represents is an allowed use for the PROPERTY; and

WHEREAS, the EXISTING ADDITION does encroach into the EASEMENT (namely the approximate westerly 8.0 feet of the EASEMENT); and

WHEREAS, the CITY is willing to allow the encroachment of the said EXISTING ADDITION into the EASEMENT to continue subject to the terms and conditions set forth in the Agreement.

NOW THEREFORE, The OWNER and the CITY agree as follows:

This agreement is to be recorded as a property interest and is binding on all future owners, assigns, heirs and successors of the PROPERTY.

OWNER acknowledges that the EXISTING ADDITION does encroach into the EASEMENT and accepts all responsibility for the encroachment and is willing to accept the conditions stated in the Agreement to avoid any further liability for the encroachment.

OWNER has examined said Plat No. 2209, namely said EASEMENT, and has satisfied himself/herself that he/she is willing to accept the encroachment in full knowledge of the existing public water main and the possibility of future repairs or replacement of this utility and the installation of additional utilities, as allowed by the EASEMENT.

OWNER agrees that the CITY and its franchisees, assigns and successors, will not be liable for any damages or losses to/of the EXISTING ADDITION or its contents or occupants due to any exercise of any rights under the EASEMENT (inclusive but not limited to any installation, operation, maintenance, up-grading, replacement, and access of any utilities within the EASEMENT). This includes liability for any condition or activity whether known or unknown, anticipated or unanticipated at the time of this Agreement.

OWNER agrees to hold the CITY harmless for any condition or activity noted above from or through the exercise of the CITY's rights under the EASEMENT

In addition to holding the CITY harmless, the OWNER shall reimburse the CITY for any additional costs of exercising the rights under the EASEMENT because of this encroachment. After incurring any such costs, the City shall present a bill for such costs to the OWNER, who shall pay the costs within ninety (90) days.

The OWNER shall reimburse the CITY for all costs incurred to provide this Agreement.

The OWNER may terminate this Agreement at any time by removing the encroachment and restoring the EASEMENT to the satisfaction of the CITY.

This Agreement may terminate at any time by the reduction or removal of the EASEMENT (per CITY vacate process) that removes the condition of encroachment by the EXISTING ADDITION.

In the event of a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under U.S. Bankruptcy Code, is instituted to interpret or enforce any provision of this Agreement, or with respect to any dispute relating to this Agreement, including, without limitation, any action in which a declaration of rights is sought or an action for rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial or arbitration, as the case may be, or on any appeal or review, in addition to all other amounts provided by law. This provision shall cover costs and attorneys' fees related to or with respect to proceedings in Federal Bankruptcy Courts, including those related to issues unique to bankruptcy law.

IN WITNESS "A": WHEREOF, the OWNER has executed this agreement this 29th day of AUGUST, 2003; if a corporate owner, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

IN WITNESS "B": WHEREOF, the OWNER has executed this agreement this 27th day of AUGUST, 2003; if a corporate owner, 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 TO NOTARIES: No notary stamp is allowed over any typed information.

Individual

Charles N. Schroeder

Charles N. Schroeder (signer's printed name)

CHARLES N. SCHROEDER

Individual

Gloria M. Schroeder

Gloria M. Schroeder (signer's printed name)

GLORIA M. SCHROEDER

Personal Acknowledgment
STATE OF OREGON)

County of Clackamas) ss.

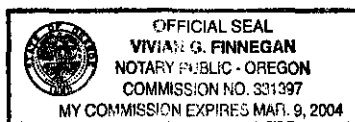
On this 29th day of Aug., 2003,
before me, Vivian G. Finnegan the
undersigned Notary Public, personally appeared
Charles N. Schroeder and
_____ and
he/she/they acknowledged the foregoing
instrument to be his/her voluntary act and deed.

NOTARY PUBLIC FOR OREGON

Vivian G. Finnegan
Notary's signature ("A")

My Commission Expires: 3-09-04

Stamp seal below



City of Oregon City
P.O. Box 3040
320 Warner Milne Road
Oregon City, OR 97045-0304
(CITY's Name and Address)

Accepted on behalf of the City of Oregon City.

Michelle Harris
City Manager Mayor

Leilani Brownson-Crelly
City Recorder

Personal Acknowledgment
STATE OF OREGON)

County of Multnomah) ss.

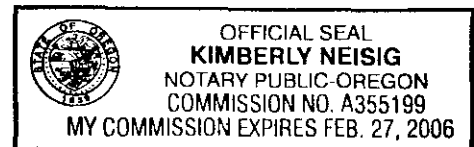
On this 27 day of August, 2003,
before me, Kimberly Neisig the
undersigned Notary Public, personally appeared
Gloria M. Schroeder and
N/A and
he/she/they acknowledged the foregoing
instrument to be his/her voluntary act and deed.

NOTARY PUBLIC FOR OREGON

Kimberly Neisig
Notary's signature ("B")

My Commission Expires: Feb. 27, 2006

Stamp seal below



(A)(3)

HOLD HARMLESS
(WATER EASEMENT ENCROACHMENT)

3-2E-08BA T.L. 1230D

SCHROEDER, CHARLES & GLORIA

CLACK, CO. Doc[#] 2003-143954

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ENV#

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