

AFTER RECORDING RETURN TO:

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



\$46.00

0003825120000032077005
D E - 1 - 1 ELIZABETH
\$25.00 \$11.00 \$10.00

05/18/2000 02:24:40 PM

Map No.: 3S-2E-9B
Tax Lots: 700
Planning No.: SP 97-19

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

KNOW ALL BY THESE PRESENTS, THAT Dennis H. Marsh, Trustee (Dennis H. Marsh Revokable Living Trust) 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 Water Facilities 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 instrument this 29th day of March, 2000; 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

Dennis H Marsh Trustee

Signer's Name

DENNIS H MARSH TRUSTEE

For:
Signer's Name

DENNIS H MARSH REVOKABLE LIVING TRUST

(if executed by a corporation
affix corporate seal below)

Corporation/limited partnership

Corporation/Partnership Name

Signer's Name, Title

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 Multnomah) ss.

Personally appeared the above named
Dennis H. Maion
and acknowledged the foregoing instrument to be his
voluntary act and deed.

Before me: Natalie N. Lindland

NOTARY PUBLIC FOR OREGON

My Commission Expires: 3/17/2004



(Grantor's Name and Address)

City of Oregon City
320 Warner Milne Road
Oregon City, OR 97045

(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 taxes, liens, and encumbrances.

Mayor John F. Holliman, Jr.

City Recorder Lailani Bronson-Crelly

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

My Commission Expires: _____

EXHIBIT "A"

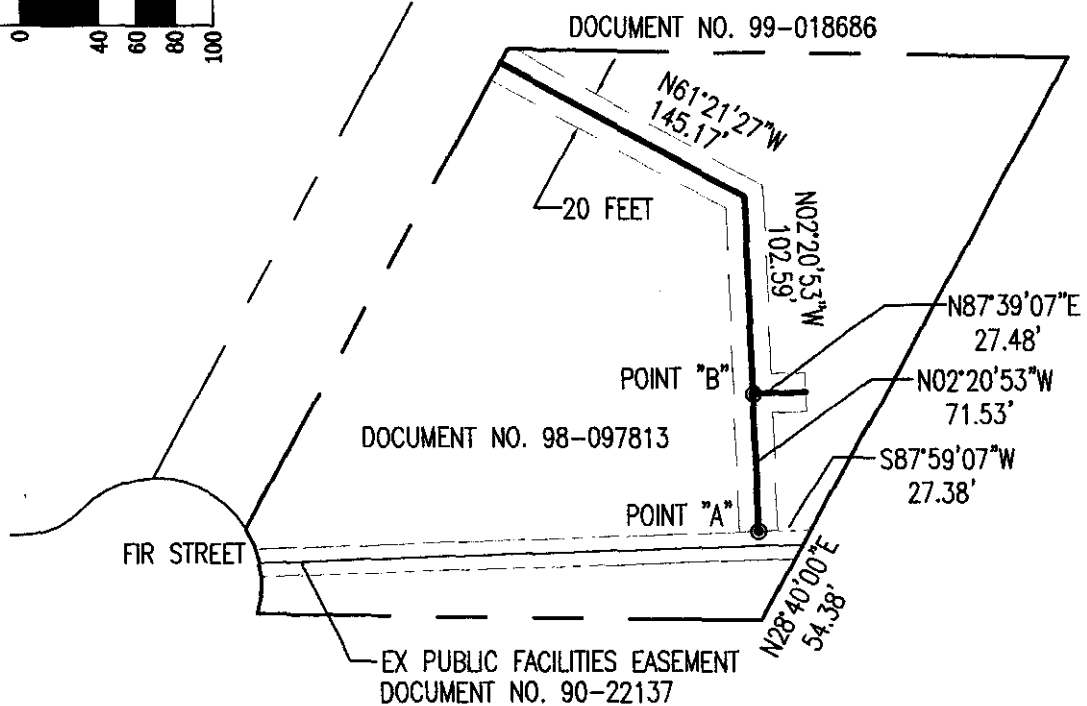
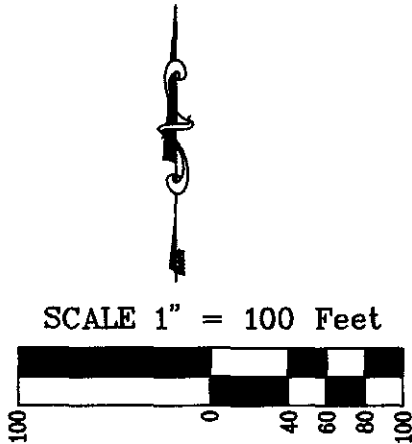
20-FOOT PUBLIC WATER EASEMENT

A 20-foot public water easement, being a portion of Lots 10 and 11, Clairmont Acreage Tracts No. 3, in the City of Oregon City, County of Clackamas, State of Oregon, described in Document Number 98-097813, Deed Records of Clackamas County, situated in the NE ¼ of Section 8 and NW ¼ of Section 9, Township 3 South, Range 2 East, Willamette Meridian, City of Oregon City, County of Clackamas, State of Oregon, being more particularly described as follows:

The 20-foot public water easement shall be 10-foot on both sides of the centerline described below.

Beginning at Point "A", said point being N28°40'00"E 54.38 feet and S87°59'07"W 27.38 feet from the most Southerly East corner of said tract of land described in Document Number 98-097813, Deed Records of Clackamas County, further described as a point on the Trails End Highway No. 213 right of way line, thence, N02°20'53"W 71.53 feet to Point "B"; thence, N87°39'07"W 27.48 feet; thence, from Point "B", N02°20'53" W 102.59 feet; thence, N61°21'27"W 145.17 feet.

EXHIBIT "B"



BASIS OF BEARING:
P.S. 22818 (LINE FROM MONUMENT AT SW CORNER
OF LOT 17, CLAIRMONT ACREAGE TRACTS NO. 3
TO MONUMENT AT FIR STREET CUL-DE-SAC)
S05°45'08"E 679.04'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Anthony C. Benthin

OREGON
JULY 19, 1994
ANTHONY C. BENTHIN
2655

EXPIRES 12/31/01

PREPARED FOR:

DENNIS H. MARSH
REVOKABLE LIVING TRUST

LOCATION:

TAX LOT 700, COUNTY ASSESSOR'S
MAP 3 2E 9B, SECTION 9, T3S, R2E,
W.M., CLACKAMAS COUNTY, OREGON




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18961 SW 84TH AVENUE
TUALATIN, OR. 97062

PHONE: (503) 692-5887

FAX: (503) 692-6431

COMMISSION REPORT: CITY OF OREGON CITY
TO THE HONORABLE MAYOR AND COMMISSIONERS

320 Warner Milne Road—(503) 657-0891

 INCORPORATED 1844	Agenda Item No.: 9	Topic: Public Utility Easement And Restrictive Covenant Non- Remonstrance Agreement For The Rescue Technology (aka Fir Street Building) Development
	Report No.: 00-057	
	Agenda Type: DISCUSSION/ACTION	
	Meeting Date: April 19, 2000	Public Hearing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Prepared By: John Knapp	Reviewed By: Jay Toll	Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		Approved By: B. Nakamura

RECOMMENDATION:

It is recommended that the City Commission adopt a motion accepting this Public Utility Easement and Restrictive Covenant Non-Remonstrance Agreement and authorize the Mayor and City Recorder to execute them respectively.

REASON FOR RECOMMENDATION:

The Public Utility Easement provides the needed easement for public water facilities and the Restrictive Covenant Non-Remonstrance Agreement provides a waiver of any and all rights to remonstrate against the formation of a Local Improvement District by the City of Oregon City for the purpose of making various public improvements. The Public Utility Easement and the Restrictive Covenant Non-Remonstrance Agreement are attached for Commission review.

BACKGROUND:

On the April 19th, 2000 agenda, is the Public Utility Easement, for Public Water Facilities, and the Restrictive Covenant Non-Remonstrance Agreement for the Rescue Technology (aka Fir Street Building) Project - City Planning No. SP 97-19.

Map No. 3S 2E 9B

Tax Lot 700

Rescue Technology (aka Fir Street Building) Project
(SP 97-19)

BUDGET IMPACT: FY(s): N/A

Approved

P. U. E. (Water Facilities)

3-2E-9B

TL 700

Marsh, Dennis H.

(SP97-19)

[Doc. 2000-032077]

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ITEM #11

Env. 43