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

**KNOW ALL MEN BY THESE PRESENTS, THAT** GSL Properties, Inc., A New Mexico Corporation 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 Storm Drainage 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.

The GRANTORS bargain, sell, convey, transfer and deliver unto CITY a temporary easement and right-of-way upon, across and under so much of the aforesaid land as described as:

See attached Exhibit "A" Legal Description and attached Exhibit "B" Sketch for Legal Description.

It being understood that said temporary easement is only for the original excavation and construction of said utility line and upon the completion of the construction thereof shall utterly cease and desist, save and except for that portion hereinbefore described as being a permanent easement.

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.

\*\*\*\*\*  
AFTER RECORDING RETURN TO: Jean Elliott, City Recorder; City of Oregon City; 320 Warner Milne Road; Oregon City, Oregon 97045  
\*\*\*\*\*

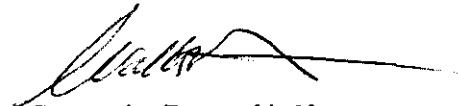
**99-025257**

IN WITNESS WHEREOF, the GRANTOR has executed this 25<sup>th</sup> day of Jan., 1999; 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.

Individuals,  
general partnerships

Corporation  
limited partnership

Signer's Name

  
Corporation/Partnership Name  
GSL Properties, Inc.

Signer's Name

Signer's Name, Title  
Walter O. Grodahl, III, CEO and Chairman

(if executed by a corporation  
affix corporate seal)

Signer's Name, Title

Signer's Name, Title

Personal Acknowledgment

STATE OF OREGON )

)

ss.

County of \_\_\_\_\_ )

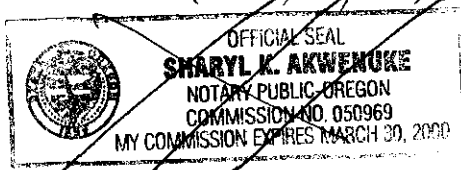
Personally appeared the above  
named \_\_\_\_\_ and  
acknowledged the foregoing instrument to be his  
voluntary act and deed.

Before me:

NOTARY PUBLIC FOR OREGON

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

(OFFICIAL SEAL)



(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

City Recorder

3-3-99



Corporate Acknowledgment

STATE OF OREGON )

)

ss.

County of Washington )

Personally appeared Walter O. Grady 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 CEO secretary of  
of Gas Properties, Inc.

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: March 30, 2000

(OFFICIAL SEAL)



Space reserved for County  
Record's Office

# Exhibit "A"

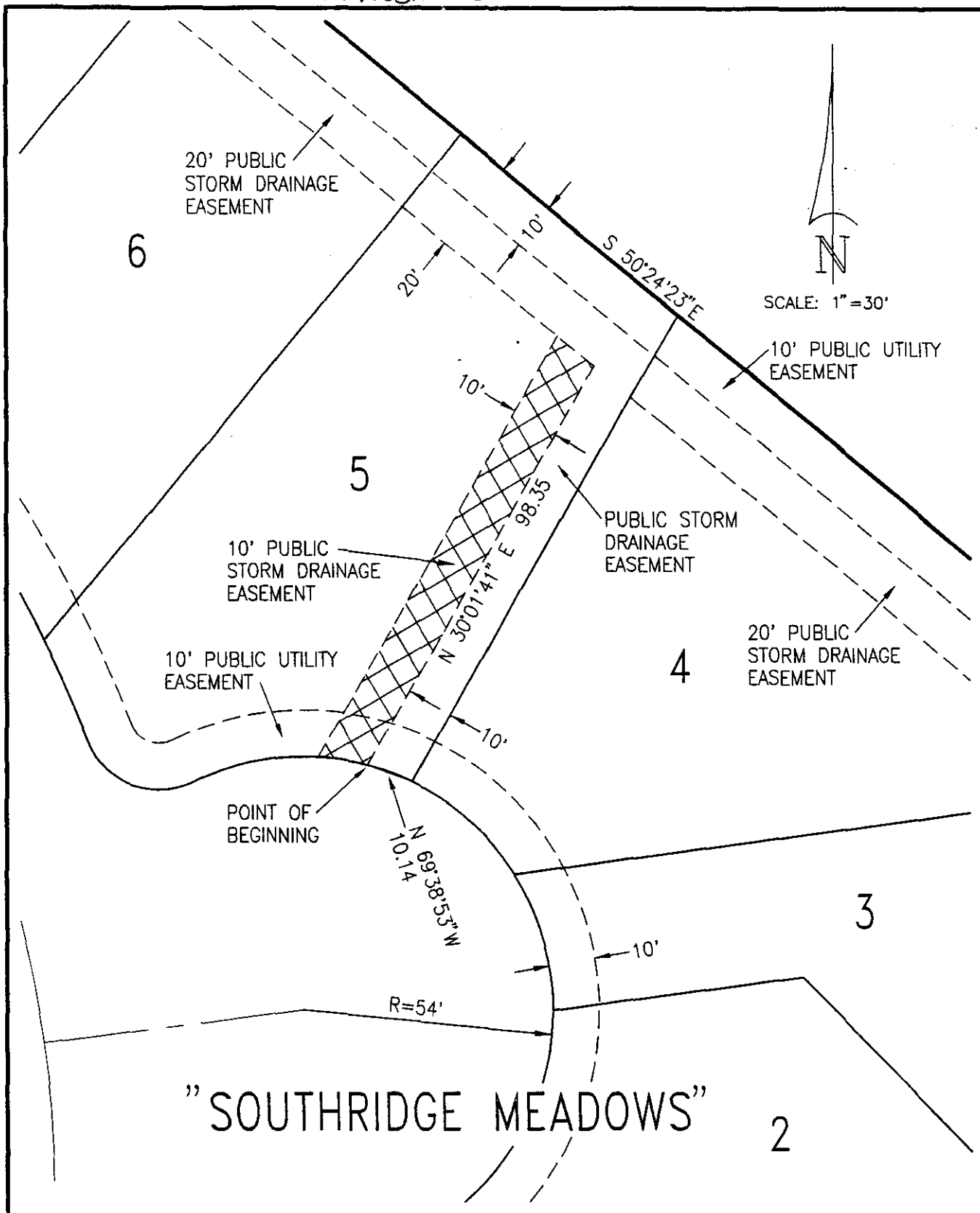
## **PUBLIC STORM DRAINAGE EASEMENT LOT 5, "SOUTHRIDGE MEADOWS" DESCRIPTION August 11, 1998**

A strip of land, 10 feet wide, in the northeast one-quarter of Section 12, T.3S., R.1E., W.M., City of Oregon City, Clackamas County, Oregon, the easterly line of said strip being more particularly described as follows:

Beginning at a point on the southerly line of Lot 5, "Southridge Meadows", a duly recorded plat in Clackamas County, which point bears N.69°38'53"W., 10.14 feet from the southeast corner of said Lot 5 and being on a line which is parallel to and 10.00 feet westerly of, when measured at right angles to, the easterly line of said Lot 5; thence N.30°01'41"E. along said parallel line, 98.35 feet to the southerly line of a 20.00 foot wide public storm drainage easement as granted on the plat of said "Southridge Meadows", which line bears S.50°24'23"E and terminus of this strip.

The westerly line of this strip shall be lengthened or shortened as necessary to meet the southerly line of said Lot 5 and the southerly line of the said 20.00 foot wide public storm drainage easement.

# Exhibit "B"



**10' PUBLIC STORM DRAINAGE  
EASEMENT  
LOT 5, "SOUTHRIDGE MEADOWS"  
AUGUST 11, 1998**

**otak**  
incorporated

surveyors  
engineers  
planners

17355 S.W. BOONES FERRY ROAD  
LAKE OSWEGO, OREGON 97035  
(503)635-3618 FAX (503)635-5395



## CITY OF OREGON CITY

INCORPORATED 1844

# COMMISSION REPORT

TO THE HONORABLE MAYOR AND COMMISSIONERS

FOR AGENDA

DATED  
March 3, 1999

Page 1 of 1

**Subject:** Public Storm Drainage Easement and Public Sidewalk Easement Acceptance      **Report No. 99-48**  
"Southridge Meadows" subdivision

On the March 3, 1999 Commission agenda, are a Public Storm Drainage Easement and a Public Sidewalk Easement for the construction, reconstruction and maintenance of "Storm Drainage Facilities and Sidewalks" for the project "Southridge Meadows" Subdivision - City Planning File Number TP 96-14 at (see attached Exhibits "A" and "B") that are required for construction of this development.

It is recommended that the City Commission accept these easements and authorize the Mayor and the City Recorder to execute respectively.

CHARLES LEESON  
City Manager

cc: Bob Cullison, Engineering Manager  
Jay Toll, Senior Engineer  
File TP96-14

ISSUED BY THE CITY MANAGER

3-IE-12

lot 5 "Southridge  
meadows"

Public Storm  
Drainage

DOC# 99-025257

pg item

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Env. 272