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AFTER RECORDING RETURN TO:

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

### TEMPORARY SEWER LINE EASEMENT

This agreement, entered into this 4 day of March, 1998, by and between Clackamas Orchards LLC, an Oregon Limited Liability Corporation (hereinafter referred to as "Grantor") and the City of Oregon City, a Municipal Corporation of the State of Oregon (hereinafter referred to as "Grantee").

### RECITALS

Whereas, Grantor desires to grant to Grantee, for good and valuable consideration a perpetual, non-exclusive easement over, under, and across the easement area, together with the right to go upon said easement area hereinafter described for the purpose of reconstructing, maintaining, repairing and operating a sanitary sewer line and all appurtenant fixtures and equipment.

This easement shall be extinguished and replaced by the more specific easements created as a result of the recording and filing of the plat known as "Hazel Grove 4" at such time as that plat is approved by the City of Oregon City and duly recorded in the Clackamas County Recorder's Office.

The Easement Area is generally described as follows:

a strip of land twenty feet in width, in T 3 S, R 3 E Tax lot <sup>700</sup> 702 in Clackamas County, as measured from the center of the sanitary sewer force main which has been previously installed in said easement by Grantor and as further shown on "Exhibit A" which is attached hereto and made a part hereof.

### AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each of the parties, it is agreed as follows:

1. Grantor hereby grants to Grantee a non exclusive perpetual easement over, under and across, together with the right to go upon said Easement Area for the purpose of reconstructing, maintaining, repairing and operating a sanitary sewer line and all appurtenant fixtures and equipment. Grantor covenants and warrants that (a) Grantor holds full legal and equitable title to the property, (b) Grantee's rights to the use and enjoyment of the Easement Area shall not be disturbed, (c) no structures of any kind shall be erected by Grantor in the Easement Area, and (d) no trees, retaining walls or other significant landscaping shall be allowed on the Easement Area.
2. Grantee shall have the right to conduct temporary construction and maintenance activities within the Easement Area, so long as such activities do not unreasonably interfere with the use of the adjoining lands by Grantor. Upon completion of any

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work by Grantee in the Easement Area, Grantee shall restore the area substantially to its prior condition, at Grantee's sole cost and expense. Restoration shall be limited to providing ground cover, grass or similar vegetation.

3. The terms and provisions of this Easement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Easement Agreement shall be perpetual and shall run with the land until such time as this easement agreement is replaced by the easements as set forth in a duly recorded plat of "Hazel Grove 4" in the City of Oregon City, Clackamas County.

IN WITNESS HEREOF, this Easement has been executed as of the date and year first written above.

STATE OF OREGON **98-020637**  
CLACKAMAS COUNTY

Received and placed in the public  
records of Clackamas County

RECEIPT# AND FEE: 88361 \$20.00

DATE AND TIME: 03/16/98 10:58 AM

JOHN KAUFFMAN, COUNTY CLERK

Clackamas Orchards, LLC

BY: [Signature]

ITS: Member

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

Accepted on behalf of the City of Oregon City on the condition that the property is free and clear from taxes, liens and encumbrances.

Daniel W. Fowler  
Mayor 3-4-98  
Deann K. Elliott  
City Recorder



STATE OF OREGON )  
 )ss  
COUNTY OF CLACKAMAS )

On this 2<sup>nd</sup> day of March 1998, personally appeared David Herman, the managing partner of Clackamas Orchards, LLC, an Oregon Limited Liability Corporation, and acknowledged the foregoing instrument, on behalf of such corporation as its voluntary act and deed.



Cynthia E. Smith  
Notary Public for Oregon

My commission expires: 1/26/2000

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## CITY OF OREGON CITY

INCORPORATED 1844

# COMMISSION REPORT

TO THE HONORABLE MAYOR AND COMMISSIONERS

FOR AGENDA

DATED

March 4, 1998

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Subject: Acceptance and Completion Agreement  
Dedication and Temporary Easements  
South End Sewer

Report No. 98-26

### Background

On February 25, 1997, a Construction Assurance Agreement was entered into by and between the City of Oregon City and the South End Sewer, LLC. The agreement provided for the construction of sewer improvements, including approximately one mile each of force main and gravity sewer line and a one-million gallon per day pump station. These sewer improvements have been substantially completed.

### Acceptance and Completion Agreement

The South End Sewer, LLC is now applying to the City for acceptance of the sewer improvements. In accordance with the Construction Assurance Agreement, the South End Sewer, LLC has submitted a release of all claims or liens arising out of the construction contract and provided a maintenance and repair guarantee. The attached Acceptance and Completion Agreement clearly documents the remaining responsibilities of the South End Sewer, LLC, which includes items that were reviewed and approved by Oregon City Public Works and Engineering staff. Executing the agreement will allow sewer hook ups to occur and the new pump station to be activated.

### Temporary Sewer Line Easements

The two attached Temporary Sewer Line Easements and the attached Dedication and Temporary Easement Agreement assure City access to the new sewer improvements. These easements will become street rights-of-way when the subdivision plats on which they are located are recorded.

### Dedication and Temporary Easement Agreement

The attached Dedication and Temporary Easement Agreement assures the City access to the sewer improvements and ownership of the property on which the pump station is constructed. The temporary nature of this dedication and easement will become permanent when the subdivision plat on which they are located is recorded.

### Recommendation

It is recommended that the City Commission execute the: 1) Acceptance and Completion Agreement; 2) the two Temporary Sewer Line Easements; and 3) the Dedication and Temporary Easement Agreement for the South End Sewer.

Charles Leeson, City Manager

Attachments: Acceptance and Completion Agreement, two Temporary Sewer Line Easements, Dedication and Temporary Easement Agreement

cc: City Manager  
Community Development Director  
Senior Engineer, Project Manager  
Public Works Director  
Building Official  
Finance Director  
South End, LLC c/o Stacy L. Fowler, 1419 7th Street, Oregon City, OR 97045



Temporary Sewer Line  
Easement

DOC# 98-020637

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Hazel Grove 4  
TP 96-04

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