

25-

CITY OF OREGON CITY, OREGON

PUBLIC UTILITY(S) EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT Willamette River 1

hereinafter called the GRANTOR, do(es) hereby grant unto the City of Oregon City, hereinafter called the CITY, its successors in interest and assigns, permanent easement and right-of-way, including the permanent right to construct, reconstruct, operate and maintain a water line 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 one dollar, 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


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 day of _____, 19__; 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
MANAGING GENERAL PARTNER.

Corporation/Partnership Name

Signer's Name

Signer's Name, Title

(if executed by a corporation
affix corporate seal)

Signer's Name, Title

Signer's Name, Title

Personal Acknowledgment
STATE OF OREGON

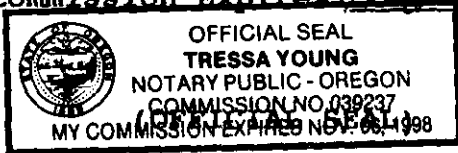
County of Multnomah)
) ss.

Personally appeared the above
named Justin Barton
and
acknowledged the foregoing
instrument to be
voluntary act and deed.

Before me:

Tressa Young
NOTARY PUBLIC FOR OREGON

My Commission Expires: 11-16-98



(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.

Samuel W. Fawcett
Mayor

Ann K. Elliott
City Recorder

10-18-95

After Recording Return to:

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



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
the _____ secretary of
_____ a corporation, a
that the seal affixed to the
foregoing instrument was signed an
sealed in behalf of said corporati
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: _____

(OFFICIAL SEAL)

Space reserved for County
Record's Office

Exhibit A

A 10.00 foot wide strip of land the centerline of which is described as follows:

Beginning at a point on the westerly right-of-way line of State Highway No. 213 which point bears South 29°19'45" East 17.15 feet from an iron rod marking the most easterly Northeast corner of that tract of land described in instrument recorded February 15, 1989 in Fee Document No. 89-06920, Records of Clackamas County, Oregon and being situated in the Southwest Quarter of Section 9, Township 3 South, Range 2 East of the Willamette Meridian in said County and State; thence South 56°11'10" West 590.11 feet; thence South 71°39'42" West 7.22 feet; thence North 18°20'18" West 309.93 feet; thence North 74°45'21" East 173.90 feet; thence South 44°39'03" East 239.70 feet; thence South 33°48'49" East 9.82 feet to the point of terminus.

ALSO

Beginning at a point on the westerly right-of-way line of State Highway No. 213 which point bears South 29°19'45" East 17.15 feet from an iron rod marking the most easterly Northeast corner of that tract of land described in instrument recorded February 15, 1989 in Fee Document No. 89-06920, Records of Clackamas County, Oregon and being situated in the Southwest Quarter of Section 9, Township 3 South, Range 2 East of the Willamette Meridian in said County and State; thence South 56°11'10" West 590.11 feet; thence South 71°39'42" West 7.22 feet; thence North 18°20'18" West 309.93 feet to the TRUE POINT OF BEGINNING; thence South 74°45'21" West 55.09 feet to the point of terminus.

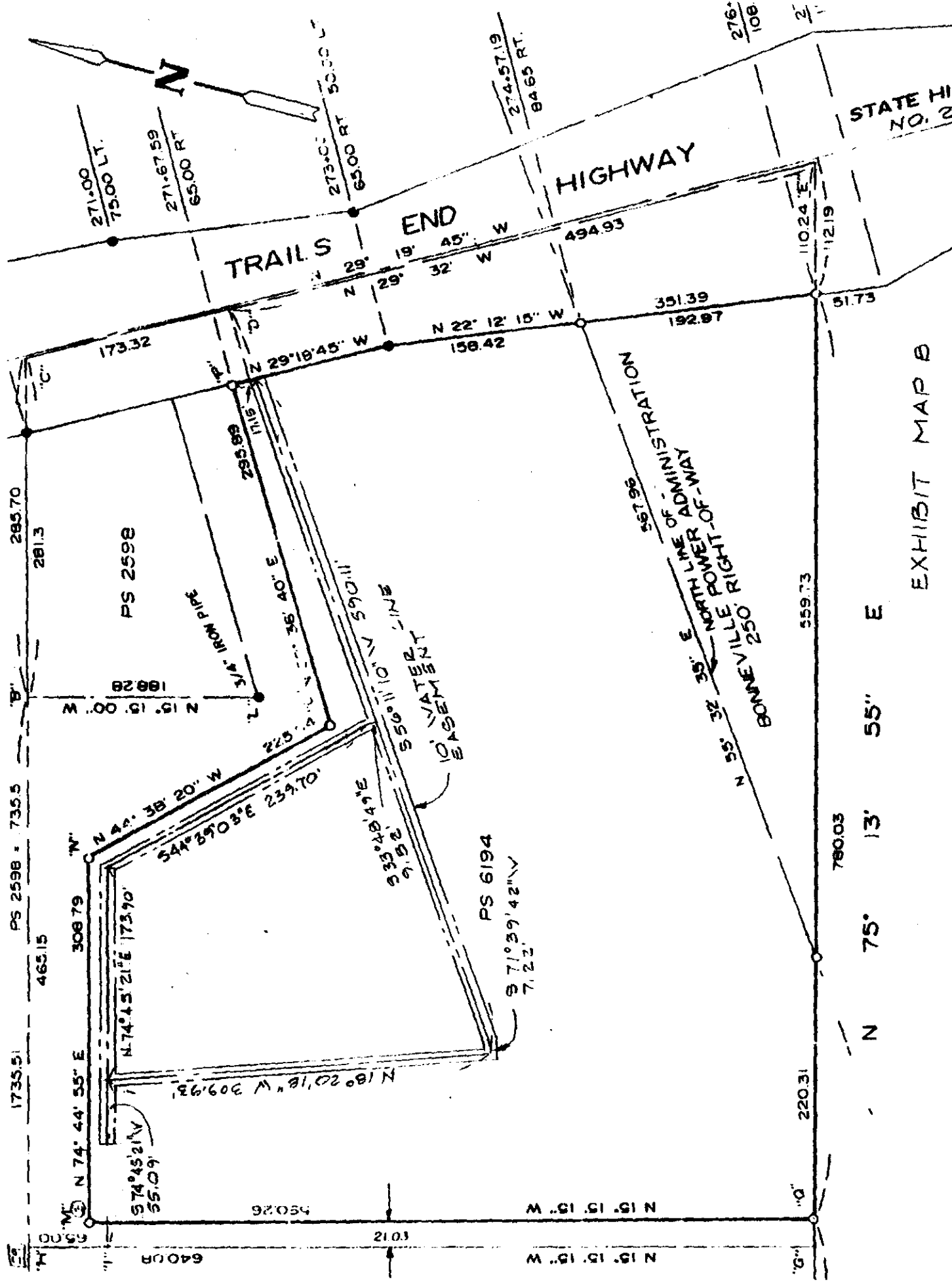
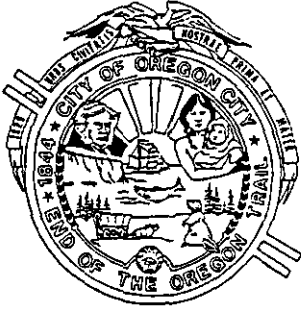


EXHIBIT MAP B



CITY OF OREGON CITY

INCORPORATED 1844

COMMISSION REPORT

TO THE HONORABLE MAYOR AND COMMISSIONERS

14
FOR AGENDA

DATED
October 18, 1995

Page

1 of 1

Subject: HIDDEN CREEK APARTMENTS, SP94-02
Easement Acceptance

Report No. 95-14/
3

On the October 18, 1995 Commission agenda is a water line easements for the Hidden Creek Apartment project, SP94-02 on Highway 213 near Meyers Road. The easement documents are attached for Commission review.

It is recommended the City Commission adopt a motion accepting the easement and authorize the Mayor and City Recorder to execute respectively.

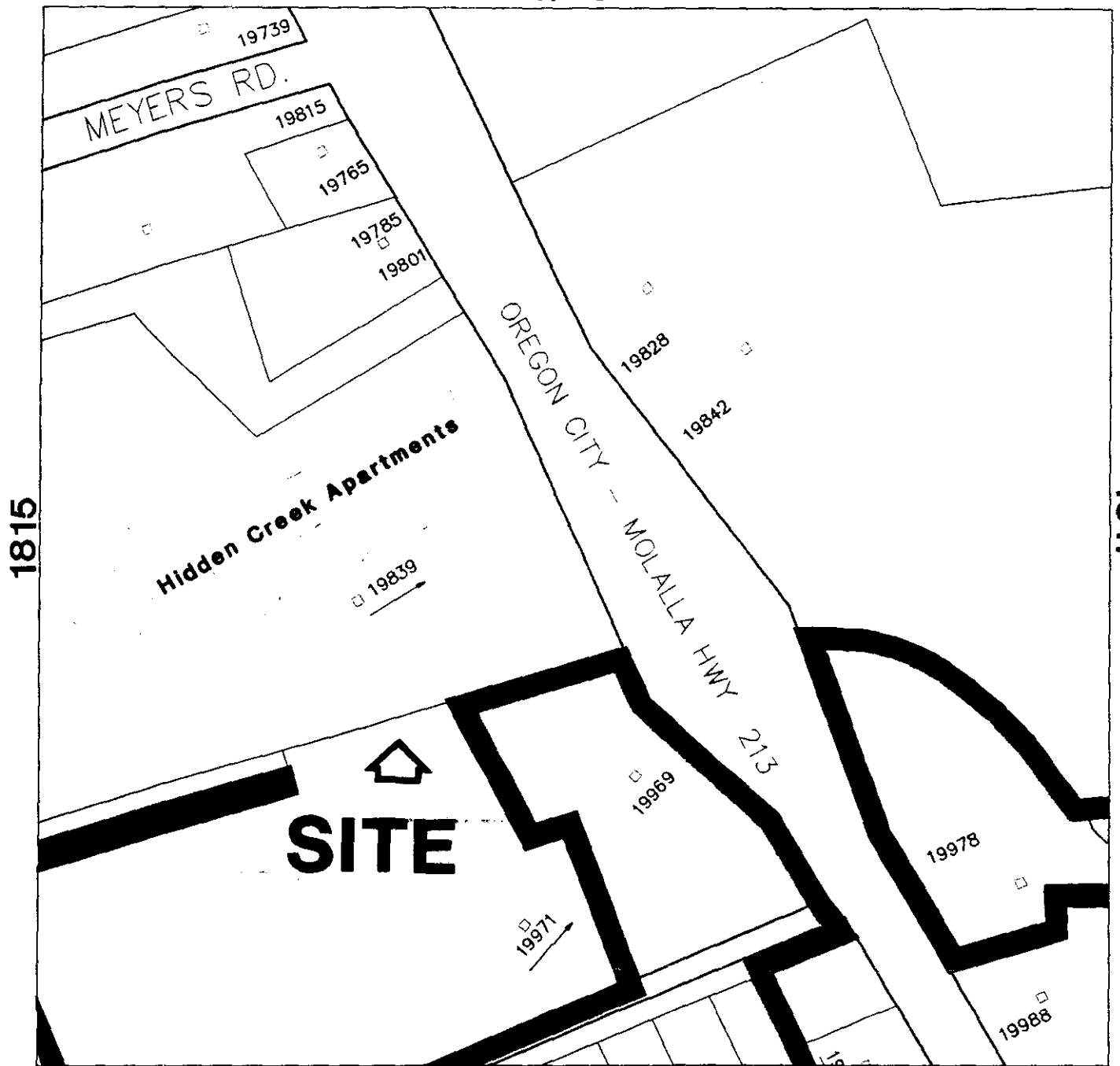
CHARLES LEESON
City Manager

cc: Rich Carson, Community Development Director
Neal Robinson, Senior Engineer

[H:\WPFILES\NEAL\94\SP94-02A.RPT]

1816

1716



NOTES: Last update: January 23, 1995

Public Utility Easement

3-2E-9C

TL 1200

for water

Willamette River |

DOC# 95-069615

| pg | item |
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| 1814 | 4 |

ENV# 17