

30

**After recording return to:**

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

**CITY OF OREGON CITY, OREGON  
SANITARY SEWER AND STORM DRAINAGE EASEMENT  
AND  
MORTGAGEE'S CONSENT AND NONDISTURBANCE AGREEMENT**

In consideration of the sum of \$1.00, the receipt of which is hereby acknowledged, Acton Lands Limited, a limited partnership ("Grantor") conveys to the City of Oregon City, Oregon ("City"), a perpetual, nonexclusive easement (the "Easement") over and across the real property described in Exhibit "A" hereto upon the terms and conditions contained herein. The location of the Easement is shown (not to scale) in Exhibit "B" hereto.

**AGREEMENT**

1. City's Use. The City shall use the Easement to construct and maintain sanitary sewer and storm drainage systems.
2. Grantor's Use. Grantor reserves the right to use the surface of the Easement for walkways, plantings and related uses. However, such uses by Grantor shall not interfere with the use or the operation of the Easement by the City for the purposes specified in Section 1 above. Grantor shall not construct any permanent improvements over the Easement which interferes with or obstructs the City's use of the Easement.
3. Restoration. The City shall after any construction or maintenance activity restore the surface of the Easement to its condition before the construction of the sewer and storm drainage system.
4. Indemnification. The City agrees to defend, indemnify, and hold Grantor harmless from any loss, claim or liability to Grantor arising out of the City's use of the Easement.
5. Covenant Running With the Land. This Easement and all covenants contained herein, touch and concern the land, run with the land and bind and affect the land. The City and Grantor agree that this Easement shall be binding upon their transferees, successors, heirs and assigns and all covenants contained therein shall be similarly binding upon them.
6. Prior Encumbrances. This Easement is granted subject to all prior easements or encumbrances of record, including, but not limited to, that certain mortgage given by Kenneth J. Kadow to First State Bank of Oregon, which mortgage has subsequently been modified and

amended (the "Mortgage"). The current holder of the Mortgage is the Federal National Mortgage Association ("FNMA"). The Mortgage prohibits Grantor from conveying any easement without the consent of FNMA. FNMA's consent is addressed below.

IN WITNESS WHEREOF, Grantor and City have each executed this Easement effective the 15th day of August, 1994.

**ACTON LANDS LIMITED, a limited  
partnership, GRANTOR**

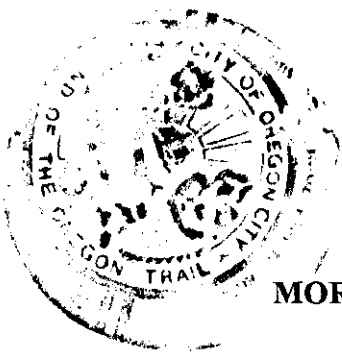
By: *Betty Acton*  
Its: *Gen. Partner*

**Accepted And Agreed To**

**CITY OF OREGON CITY, GRANTEE**

*Daniel W. Fowler*  
Mayor

*Alan K. Elliott*  
City Recorder



**MORTGAGEE'S CONSENT AND NONDISTURBANCE AGREEMENT**

FNMA consents to Grantor's conveyance of the Easement to the City. FNMA shall not diminish, disturb or interfere with the use of the Easement by the City or the City's successors. If FNMA shall become the owner of the Easement or the Easement shall be sold by reason of foreclosure or other proceedings brought to enforce the Mortgage or the Easement shall be transferred by deed in lieu of foreclosure, FNMA agrees that the Easement shall continue in full force and effect as an agreement between the then owner of the Easement and the City, or the City's successor or assigns.

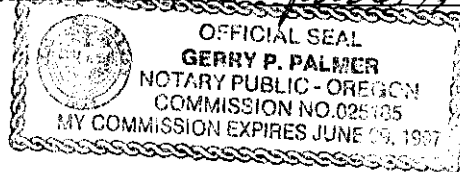
**FEDERAL NATIONAL MORTGAGE  
ASSOCIATION**

By: *[Signature]*  
Its: *Rene Ybarrdolaza, Asst. Vice President*  
Date: *January 5, 1995*

STATE OF OREGON                    )  
  ) ss.  
County of Clackamas            )

The foregoing instrument was acknowledged before me this 24 day of January,  
1994<sup>5</sup> by Betty J. Acton, as General Partner of Acton Lands Limited.

Gerry P. Palmer  
Notary Public for Oregon  
My Commission Expires: June 9, 97



STATE OF OREGON                    )  
  ) ss.  
County of Clackamas            )

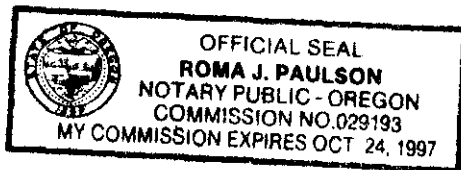
<sup>1995</sup> The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of March,  
1994, by Daniel W. Fowler, Mayor of the City of Oregon City, Oregon.



Roma J. Paulson  
Notary Public for Oregon  
My Commission Expires: 10-24-97

STATE OF OREGON                    )  
  ) ss.  
County of Clackamas            )

<sup>1995</sup> The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of March,  
1994, by Jan K. Elliott, City Recorder of the City of Oregon City, Oregon.



Roma J. Paulson  
Notary Public for Oregon  
My Commission Expires: 10-24-97

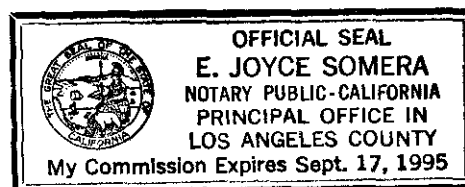
State of California     )  
County of Los Angeles )

On January 5, 1995, before me, **E. Joyce Somera**, personally appeared **Rene L. Ybardolaza** personally known to me (or proved to me on basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

*E. Joyce Somera*



*Exhibit A*  
*Alton Easement*

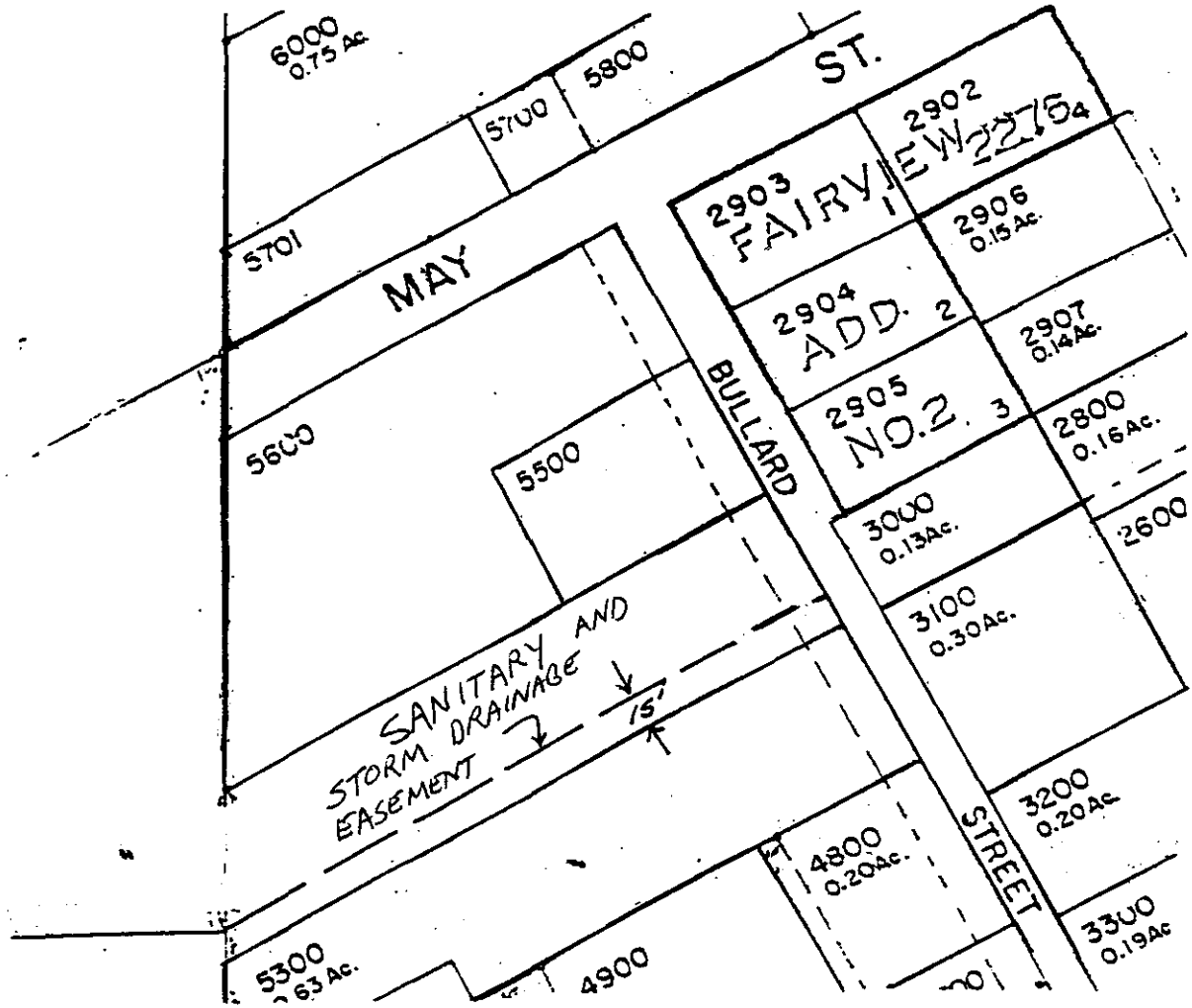
**Description:**

A parcel of land in the Wm. Holmes Donation Land Claim No. 40, Township 3 South, Range 2 East of the Willamette Meridian, in the City of Oregon City, County of Clackamas and State of Oregon, described as follows:

The Southerly 15 feet of that tract of land as recorded in Book 331, Page 401, Deed Records of Clackamas County, Oregon, said tract being more particularly described as:

Commencing at a point which is located at South 61' 45' West 492.00 feet and North 28' 15' West 65.34 feet from the initial point of the townsite of FAIRVIEW ADDITION TO OREGON CITY, said point being the point of beginning; thence North 28' 15' West 80.3 feet; thence South 61' 45' West 320.1 feet; thence South 91.16 feet; thence North 61' 45' East 363.26 feet to the point of beginning.

# Exhibit "B"



STATE OF OREGON  
 CLACKAMAS COUNTY  
 Received and placed in the public  
 records of Clackamas County  
 RECEIPT# AND FEE: 18644 \$30.00  
 DATE AND TIME: 04/26/95 08:43 AM  
 JOHN KAUFFMAN, COUNTY CLERK

6



PRESTON GATES & ELLIS  
ATTORNEYS

CHRESTEN J. GRAM  
DIRECT LINE  
(503) 226-5711

April 17, 1995

Jean K. Elliott  
City Recorder  
City of Oregon City  
P. O. Box 351  
Oregon City, OR 97045-0021

Re: Recording of Easement

Dear Jean:

Pursuant to our telephone conversation this morning, I am enclosing the original Easement for recording. When you have had the Easement recorded, please send me a copy showing the recording information. I will then forward it to Tom McColloch at Ticor Title for Ticor to issue a modification endorsement. Please call if you have any questions.

Very truly yours,

*Chris Gram*  
Chresten J. Gram

CJG:jm

J:\CG\26752-99.999\95L1DD.DOC

Enclosure

cc: Mr. Rick McClung (via fax, w/o encls)  
Mr. Tom McColloch (via fax, w/o encls)

*Copy sent  
5-10-95  
JG*

A PARTNERSHIP INCLUDING A PROFESSIONAL CORPORATION

ANCHORAGE • COEUR D'ALENE • LOS ANGELES • SEATTLE • SPOKANE • TACOMA • WASHINGTON, D.C.

3200 U.S. BANCORP TOWER 111 S.W. FIFTH AVE. PORTLAND, OREGON 97204-3688 PHONE: (503) 228-3200 FACSIMILE: (503) 248-9085



# CITY OF OREGON CITY

INCORPORATED 1844

## COMMISSION REPORT

TO THE HONORABLE MAYOR AND COMMISSIONERS

FOR AGENDA

DATED  
March 1, 1995

1 of 1

Page

Subject: Storm Drain Easement Acceptance -  
Acton Lands Limited

Report No. 95-20

In 1994, the City constructed a drainage ditch on property owned by Acton Lands Limited and on property owned by the Archdiocese of Portland. The City contacted Betty Acton of AM & PM Incorporated and a General Partner of Acton Lands Limited regarding the City obtaining an easement for the drainage ditch. The easement runs from Bullard Street in a westerly direction until it reaches the border of St. John's Cemetery.

A title search revealed a mortgage which encumbers the property including the easement area; it was necessary to obtain consent of the lender, Federal National Mortgage Association. Consent was obtained, all parties, except the City, have executed the easement.

On the March 1, 1995 agenda is the easement needed by the City for the drainage ditch. It is recommended that the easement be accepted and the Mayor and City Recorder authorized to execute.

CHARLES LEESON  
City Manager

jke  
Attach.

cc: Public Works Director  
City Engineer



SANITARY & DRAINAGE EASEMENT

1995

3-2E-5BC TL 2000

DOC# 95-023806

(purple)

Pg	Item
1212	15

Env. 159