

CITY OF OREGON CITY, OREGON

PUBLIC UTILITY(S) EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT C. D. & S., Inc. 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 a sanitary sewer 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, one, 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 12 day of MARCH, 1992; 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

C.D. & S. Inc.
Corporation/Partnership Name

Signer's Name

Charles E. Smith Pres.
Signer's Name, Title

(if executed by a corporation
affix corporate seal)

Deborah CR Smith V.P.
Signer's Name, Title

Signer's Name, Title

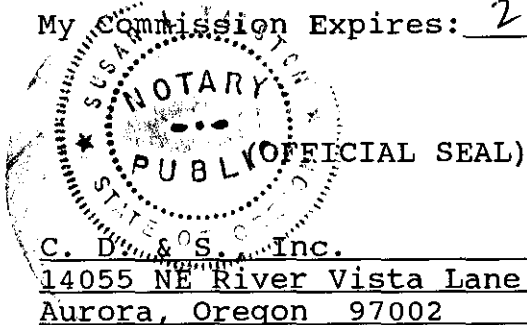
Personal Acknowledgment
STATE OF OREGON)
County of WASHINGTON) ss.

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

Before me:

Susan L. Walston
NOTARY PUBLIC FOR OREGON

My Commission Expires: 2/16/93



(Grantor's Name and Address)

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

(Grantee's Name and Address)

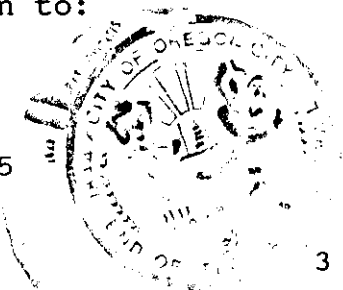
Accepted on behalf of the City of
Oregon City on the condition that
the easement granted is free and
clear from taxes, liens and
encumbrances.

Daniel W. Fawcett
Mayor

Jean K. Elliott 7-7-93
City Recorder

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 WASHINGTON) ss.

Personally appeared _____
and _____
who being duly sworn, each for
himself and not one for the other
did say that the former is the
_____ and that the latter is
the _____ 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.

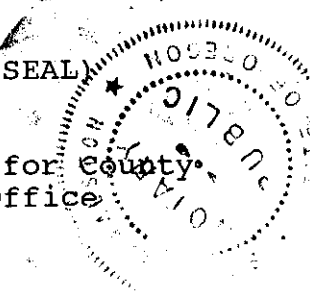
Before me:

Susan L. Walston
NOTARY PUBLIC FOR OREGON

My Commission Expires: 2/16/93

(OFFICIAL SEAL)

Space reserved for County
Record's Office



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EASEMENT DESCRIPTION
"C" TRUNK SANITARY SEWER
TAX LOT 1003 (3-2E-8D)

EXHIBIT "A"

A strip of land 15.00 feet wide, in the Southeast-quarter of Section 8, T. 3 S., R. 2 E., W.M., Clackamas County, Oregon, crossing that tract of land described in deed to Ralph P. Anderson and Janette G. Anderson, husband and wife, recorded October 6, 1961, Clackamas County Deed Records Volume 593, Page 388, the centerline of which is described as follows:

Commencing at a point of the westerly line of Lot 2, Block 1, "Gaffney Lane Acres No. 2", a subdivision plat of record (Book 54, Page 3) in said Clackamas County, said point being S. 31° 02' 32" W., 2.09 feet from the northwest corner of said Lot 2; thence N. 46° 42' 14" and parallel with the southwesterly line of said Anderson Tract, 140.08 feet; thence S. 43° 17' 46" W., 85.91 feet, more or less, to the southwesterly line of said Anderson Tract and the terminus of said easement centerline.

Including a temporary easement for construction purposes lying 15 feet northerly and 25 feet southerly of the first segment of the above described centerline and 15 feet westerly and 25 feet easterly of the second segment of the above described centerline, said temporary easement to automatically terminate upon completion of the sewer installation.

The bearings in this description are based on the map of survey no. 20410 on file in the Clackamas County Surveyor's Office, and said map by reference is made a part hereof.

T. L. 1003

3 2 E 8 D

MH 30+78⁷⁵
(218)

40' TEMP.
CONST. EASE.
15' PERMANENT EASE.

(3005)

T. L. 900

3 2 E 8 D

C.O. 31+54⁶⁶
E.O.L. (219)

(3004)

(2134)

MH 29+

(217)

LOT 3

T. L.

FENC

N. 77° 29'

LOT 2

BLK. 1

2.09'

(2133)

(2132)

5/8" I.R.

15' PERM. EASE.

40' TEMP. CONST. EASE.

15' PERM. EASE.

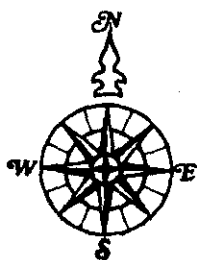
25' PERM. EASE.

LOT 1
GAFFNEY
LAW
ACRES
NO. 2

T. L. 10

N. 46° 42' 14" W.

EXHIBIT "B"



SCALE: 1" = 50'

TEMPORARY

PERMANENT

— T —	— TELE —
— P —	— POWER —
— C —	— CABLE —
— G —	— GAS —
— W —	— WATER —

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CITY OF OREGON CITY

INCORPORATED 1844

COMMISSION REPORT

TO THE HONORABLE MAYOR AND COMMISSIONERS

FOR AGENDA

DATED
July 7, 1993

Page 1 of 1

Subject: Public Utility Easement Acceptance
C-Trunk Sewer Project

Report No. 93-144

On the July 7, 1993 City Commission agenda is a public utility easement from C. D. & S., Inc. for Commission acceptance. Copies of the easement documents are attached for review.

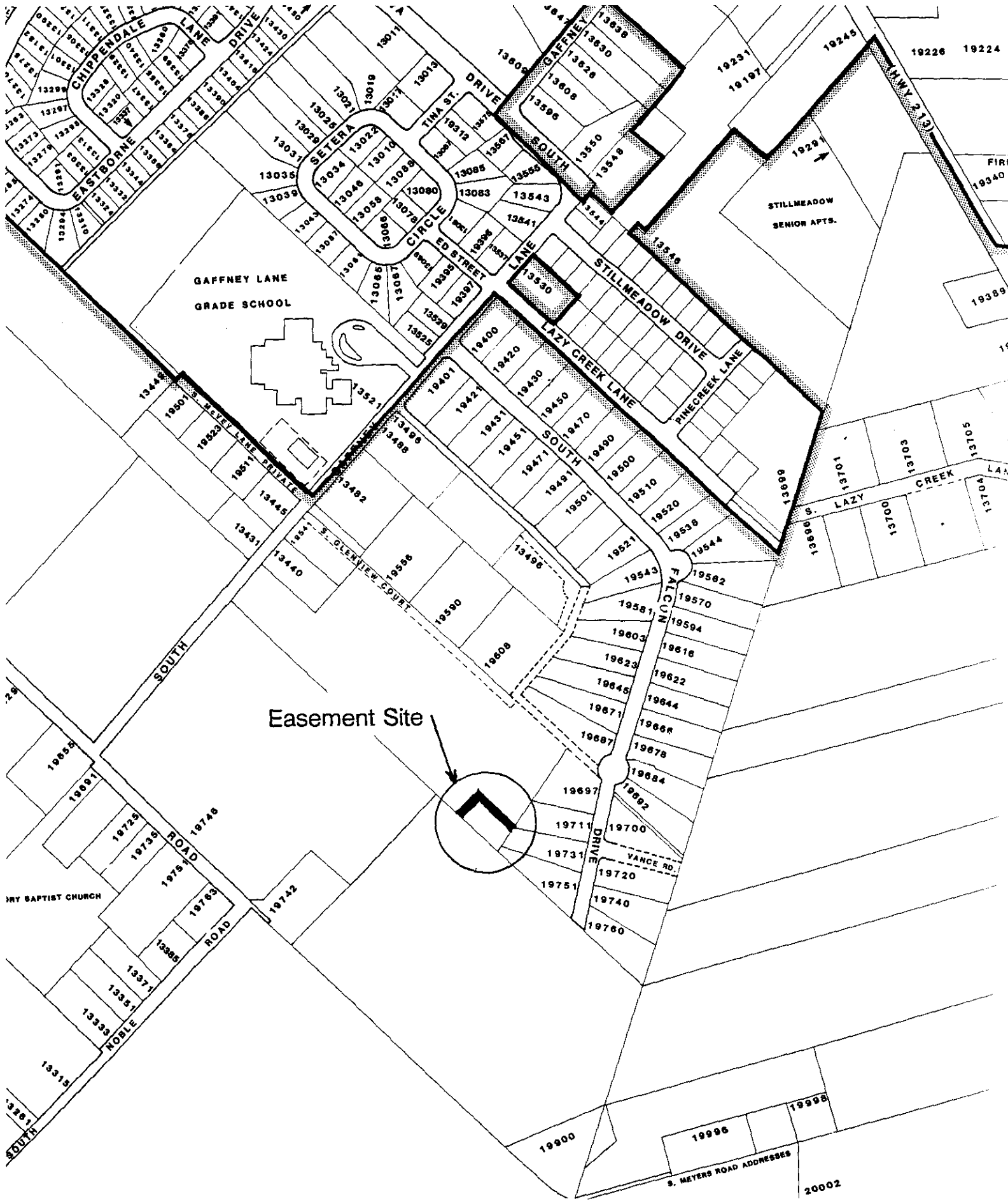
It is recommended the City Commission adopt a motion accepting the easement and authorize the Mayor and City Recorder to execute respectively.

CHARLES LEESON
City Manager

cc: Neal Robinson, Project Engineer

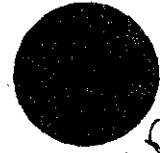
[\\PFILES\NEAL\SEWER\C-TRUNK\CD8-EAS.RPT]

Vicinity Map
Sanitary Sewer Easement
C.D. & S., Inc. Property



3-2-8D - ~~1003~~

PUBLIC UTILITY EASEMENT
SANITARY SEWER



100001

DOC# 93-68313

TL 1003

pg	item
17141	19

Env. 71