

20  
AFTER RECORDING, RETURN TO:  
Henry Macenroth  
City of Oregon City  
320 Warner Milne Road  
Oregon City, OR 97045

## WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT **Neal L. Walker and Elaine Walker, Trustees of the Walker Family Trust** (hereinafter referred to as Grantor) in consideration of the sum of Twenty Five Hundred and No/100 Dollars, **(\$2,500.00)** and other good and valuable consideration, to it in hand paid by The City of Oregon City, a Municipal Corporation and Political Subdivision of the State of Oregon, hereinafter referred to as Grantee, does hereby grant, bargain, sell, and convey to the grantee, its successors and assigns a perpetual easement and right-of-way for the purpose of constructing, reconstructing, maintaining, repairing and using the same for water lines, water mains, and water conduits, required to serve the Henrici Reservoir, over, across, in and through the real property located in the County of Clackamas and State of Oregon and more particularly described as follows:

A portion of that tract of land conveyed to Neal L. Walker and Elaine Walker as described and recorded in Fee No. 89-32523, deed records of Clackamas County, Oregon, said portion being more particularly described as follows:

Beginning at a point at the northwest corner of said Walker tract; thence east 100 feet along the north line of that tract conveyed to Harold A. Sederstrom, et ux, by deed recorded in Book 371, page 84, deed records of Clackamas County, Oregon, said north line also being the north line of said Walker tract, to a point at the northeast corner of said Walker tract; thence S 4° 53' E 20.07 feet along the east line of said Walker tract to a point; thence west parallel to the north line of aforementioned Sederstrom tract 100 feet to a point on the west line of said Walker tract; thence N 4° 53' W 20.07 feet along the west line of said Walker tract to the point of beginning.

To Have and to Hold the above described and granted premises unto the Grantee, its successors and assigns forever for the uses and purposes above provided.

Together with a Temporary Construction Easement described as follows:

A strip of land 30' wide located south of and directly adjacent to the above described permanent waterline easement. All lying within the above referenced Walker tract.

The term of said easement shall be for a period of one year from execution of this document.

The Grantee shall have the right at any time hereinafter to enter upon the above described real property for the purpose of constructing, reconstructing, maintaining or repairing any and all water lines, mains, or conduits thereon or therein any connection therewith to remove any trees, shrubs, or brush necessary or convenient to accomplish the same.

The Grantor, its successors or assigns shall not construct or maintain any building or other structures upon or in the above described real property without the written consent of the Grantee, its successors or assigns being first had and obtained.

replace and restore as nearly as practicable the surface of the soil upon the above described property within a reasonable time after the construction, reconstruction, maintenance or repair upon any water line, main or conduit therein or thereon.

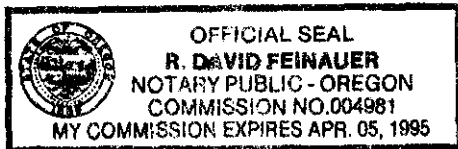
by Neal L. Walker, Trustee  
Neal L. Walker, Trustee

by Elaine Walker, Trustee  
Elaine Walker, Trustee

STATE OF OREGON       )  
                                  )  
County of Clackamas    )

On this 15<sup>th</sup> day of February, 1993 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named **Neal L. Walker and Elaine Walker, Trustees** who are known to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same freely and voluntarily for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.



R. David Feinauer  
Notary Public for Oregon  
My Commission Expires: 4/5/93

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 property dedication is free and clear from taxes, liens and encumbrances.

Samuel W. Fowler

Mayor

2-17-93

William B. Lunnigan

City Recorder

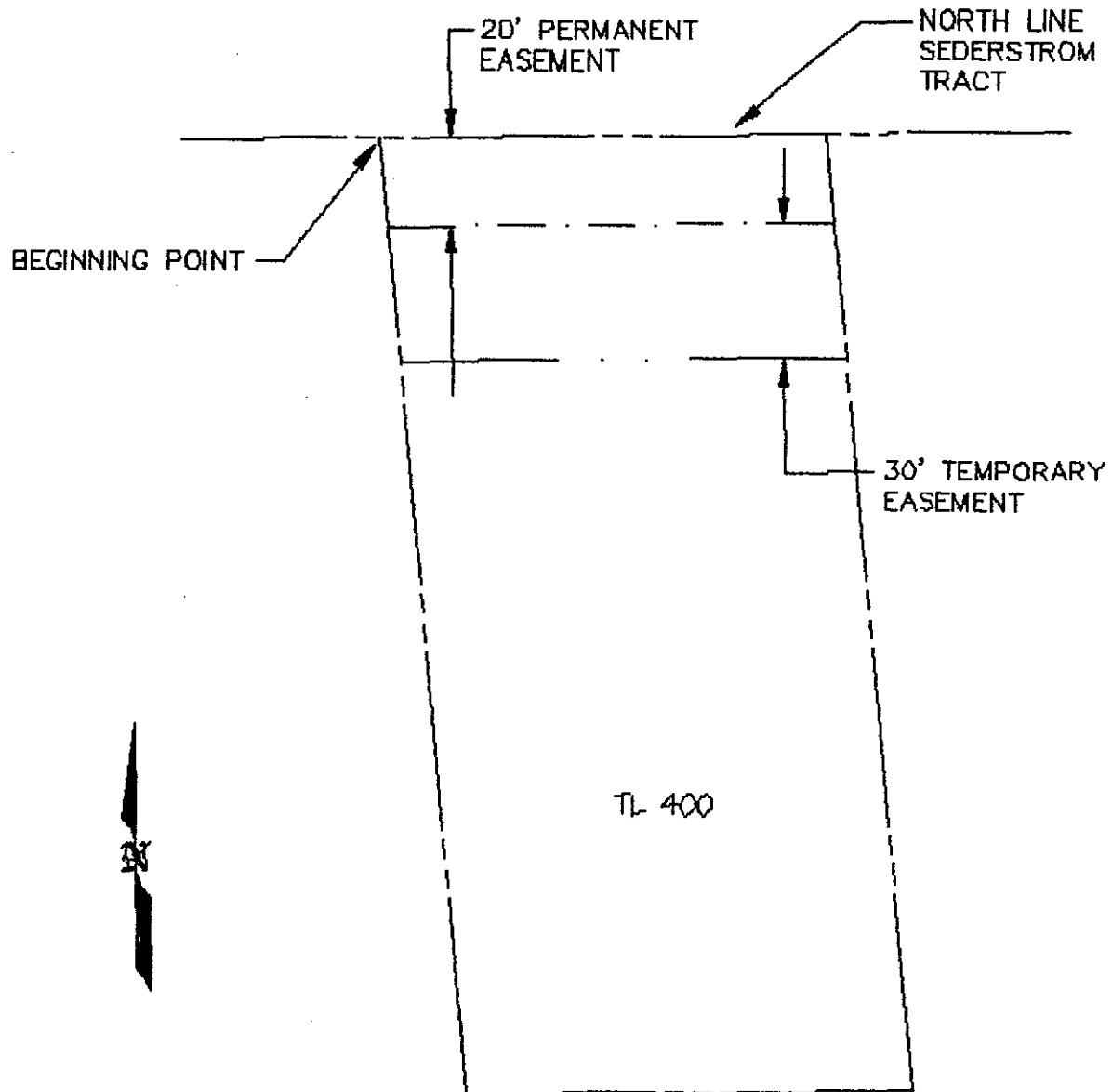
Deputy

(OFFICIAL SEAL)

Space reserved for County  
Record's Office



NEAL L. WALKER AND ELAINE WALKER  
3 2E 15A TL 400  
FEE NO. 89-32523  
PERM 1,991 sf  
TEMP 2,987 sf



OLD MOUNTAIN LINE REPLACEMENT

SCALE 1" = 40'

CITY OF OREGON CITY

PREPARED BY:

LEE ENGINEERING, INC.

DATE: JULY 16, 1992

REVISION

1289E02

WATERLINE EASEMENT TL 400

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# CITY OF OREGON CITY

INCORPORATED 1844

## COMMISSION REPORT

TO THE HONORABLE MAYOR AND COMMISSIONERS

FOR AGENDA

DATED

February 17, 1993

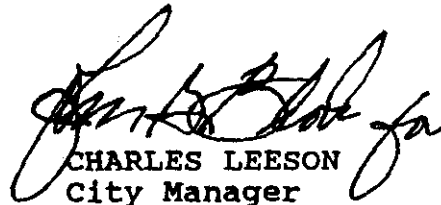
Page 1 of 1

Subject: Waterline Easement Acceptance  
Henrici Waterline Project

Report No. 93-39

Being added to the February 17, 1993 City Commission consent agenda are several additional waterline easements for the Henrici Waterline project for Commission acceptance. Copies of the easement documents and settlement agreements are attached for Commission review.

It is recommended that the City Commission adopt a motion to accept the waterline easements and authorize the Mayor and City Recorder to execute respectively.

  
CHARLES LEESON  
City Manager


attach.

cc - John Block, Development Services Director  
- Henry Mackenroth, Project Engineer

CITY OF OREGON CITY

Memorandum

TO: John Block, Development Services Director

FROM: Henry Mackenroth, Project Manager 

DATE: February 17, 1993

SUBJECT: Henrici Pipeline  
Easements

Attached are signed easements for three properties on the subject project. These properties are:

Warren & Miriam Adams  
Robert & Sharon Harrington  
Neal & Elaine Walker

Right of Way Associates negotiated the agreements. One additional property is set for signing on February 18, 1993. The terms are on each property's cover letter.

It appears that we will have to condemn one property. Unfortunately it controls the access to the area south of the golf course.



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TRANSMITTAL MEMO

**DATE:** February 16, 1993  
**TO:** Henry Mackenroth  
**ADDRESS:** 320 Warner Milne Road  
Oregon City, Oregon 97045  
**FROM:** Right-of-Way Associates, Inc.  
**PROJECT:** Henrici Tank Waterline Project  
**SUBJECT:** Transmittal of executed documents

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**Parcel: 2**

Attached is the original water line easement executed by Neal L. Walker and Elaine Walker, Trustees, to obtain rights required for the above referenced project.

Also attached is a letter of agreement which describes the conditions of the granting of the documents.

If this settlement amount is acceptable to the City, the check should be mailed to Neal and Elaine Walker at 20243 S. Beaver Creek Road, Oregon City, Oregon 97045.

The agreed compensation is in the amount of \$2,500.00 which is \$2,000.00 more the amount of the appraisal of the rights taken. This amount includes money for restoration of landscaping which was not covered in the Administrative Determination and also is an amount to avoid legal costs.

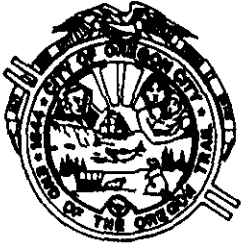
There have been changes, insisted on by Mr. Harrington his neighbor and similarly adopted by Mr. and Mrs. Walker, to the front page of the Water Line Easement. These occur in lines 7 & 8. Please review these to see that they are acceptable.

If there are any questions or concerns, we are at your service.

To comply with the federal reporting requirements, we have obtained the following social security numbers:

Neal L. Walker                      520-14-6400

Elaine Walker                      556-40-0835



# CITY OF OREGON CITY

Incorporated 1844

**DEVELOPMENT SERVICE  
DEPARTMENT**  
**Planning, Building, Engineering**  
320 Warner-Milne Road  
Oregon City, OR 97045  
(503) 657-0895  
FAX (503) 657-3339

February 15, 1993

Neal and Elaine Walker  
20243 S. Beaver Creek Road  
Oregon City, OR 97045

**Subject:** Replacement of Old Mountain Line

**Parcel:** 2

**Tax ID#:** T3 R2E S15A TL 400

Dear Mr. and Mrs. Walker:

The City of Oregon City is planning the construction of the above captioned project. A water line easement is necessary in order to give the City the legal right to complete the construction of the water line through property you own.

In exchange for executing the document for granting the above water line easement rights, and subject to approval, the City agrees to the following:

1. To compensate you, in full, for the Easement in the amount of \$1,500.00.
2. To give you a minimum of one week notice prior to beginning work on your property.
3. To complete the trenching work, backfilling, hauling, paving, clean up and other project activities within a ninety day period after work begins on your property. City also agrees not to provide through truck traffic over the easement to service construction beyond Danny Court.
4. To maintain vehicular access to your property during construction. Interruptions in access will be as required for laying pipe and trenching. No trench will be left unfilled overnight, unless covered with steel sheeting.
5. To arrange for the reconnection and restoration of any water and electrical utilities disrupted by the project by immediately informing the utility service provider of the disruption so that restorative service can be initiated at the earliest opportunity. Any such repair will be considered of an urgent nature and steps will be taken immediately by the City to arrange for the reinstatement of the interrupted service within 24 hours.  
If reinstatement of service in a 24 hour time period is not possible because the utility is not able to respond within 24 hours, and if the City has immediately notified the utility of the service disruption, no penalty will apply.  
If, however, the City or its agent does not immediately notify the affected utility of the disruption, and this lack of notification results in a delay in restoration of service longer than 24 hours, the City shall pay \$50.00 per day for every day or part of the day past the 24 hour

**END OF THE OREGON TRAIL—BEGINNING OF OREGON HISTORY**



time period.

6. To backfill the trench along the private driveway with select crushed rock backfill and to pave over this trench as well as to restore the paved portion of the common access driveway to the original or better condition and to guarantee the quality of the work for one year from the end of the project.
7. To reconnect your private driveway to the common driveway and to restore the surface to as good or better condition and to guarantee the quality of the work for one year from the end of the project.
8. To clean up the construction debris at the conclusion of the project, remove all equipment and in general to leave the property in a completed condition except for landscaping and repaving as provided under paragraph 3. This clean up will include the removal of rocks and construction debris from the temporary construction easement area and to blade this area, if disturbed, so that it will be ready for landscaping at the end of the project.  
It is understood and agreed that the easement will be for installation and maintenance purposes and will not be used for access to another property unless necessary to perform maintenance of the water line.  
It is recognized that the presence of red clay will inhibit landscaping. If red clay is removed from the trench, it will be removed from the site or will be covered with two inches of good topsoil by the City before being considered ready for landscaping.
10. To compensate you in the amount of \$1,000.00 for the time, effort and labor cost of replanting and restoring the easement area at the end of construction.
11. To provide an on-site inspector for the project who will personally inspect the project during each phase of the project and apply standards as considered acceptable for comparable road building as would otherwise be applied to City owned property. The inspector will provide a letter to you certifying that the road is constructed to a standard that is as good or better than prior to construction of the project.

The total compensation for the above is \$2,500.00. Payment will be made in approximately 30 days. Thank you for your cooperation with City of Oregon City.

Sincerely,



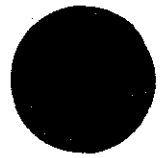
R. David Feinauer, Agent

Enclosures

pc: Mackenroth

Waterline Easement  
Acceptance -  
Henric Waterline Project

3 2E 15A 400



Neal L. Walker  
Elaine Walker

1993

DOC# 93-33842

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