

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 **Louis C. Fredd, Jr.** (hereinafter referred to as Grantor) in consideration of the sum of Five Hundred Twenty Five and No/100 Dollars, **(\$525.00)** 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, mains, and conduits, 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 Louis C. Fredd Jr. and Susan D. Fredd as described and recorded in Fee No. 74-1623, deed records of Clackamas County, Oregon, said portion being more particularly described as follows:

Beginning at a point at the northeast corner of said Fredd tract; thence west 165 feet along the north line of that tract of land 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 Fredd tract, to a point at the northwest corner of said Fredd tract; thence S 4° 53' E 20.07 feet along the west line of said Fredd tract to a point; thence east parallel to the north line of the aforementioned Sederstrom tract 165 feet to a point on the east line of said Fredd tract; thence N 4° 53' W 20.07 feet along the east line of said Fredd 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 Fredd tract.

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.

The Grantee by the acceptance of this conveyance hereby covenants, promises and agrees to replace and restore as nearly as practicable the surface of the soil upon the above described property

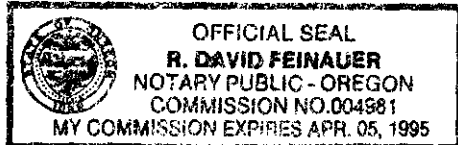
within a reasonable time after the construction, reconstruction, maintenance or repair upon any water line, main or conduit therein or thereon.

by Louis C. Fredd, Jr.  
Louis C. Fredd, Jr.

STATE OF OREGON       )  
                                  )  
County of Clackamas    )

On this 4<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 **Louis C. Fredd, Jr.** who is known to be the person whose name is subscribed to the within instrument and acknowledged that he 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: 4/5/95

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.

Daniel W. Fowler

Mayor

William B. Loringan  
City Recorder

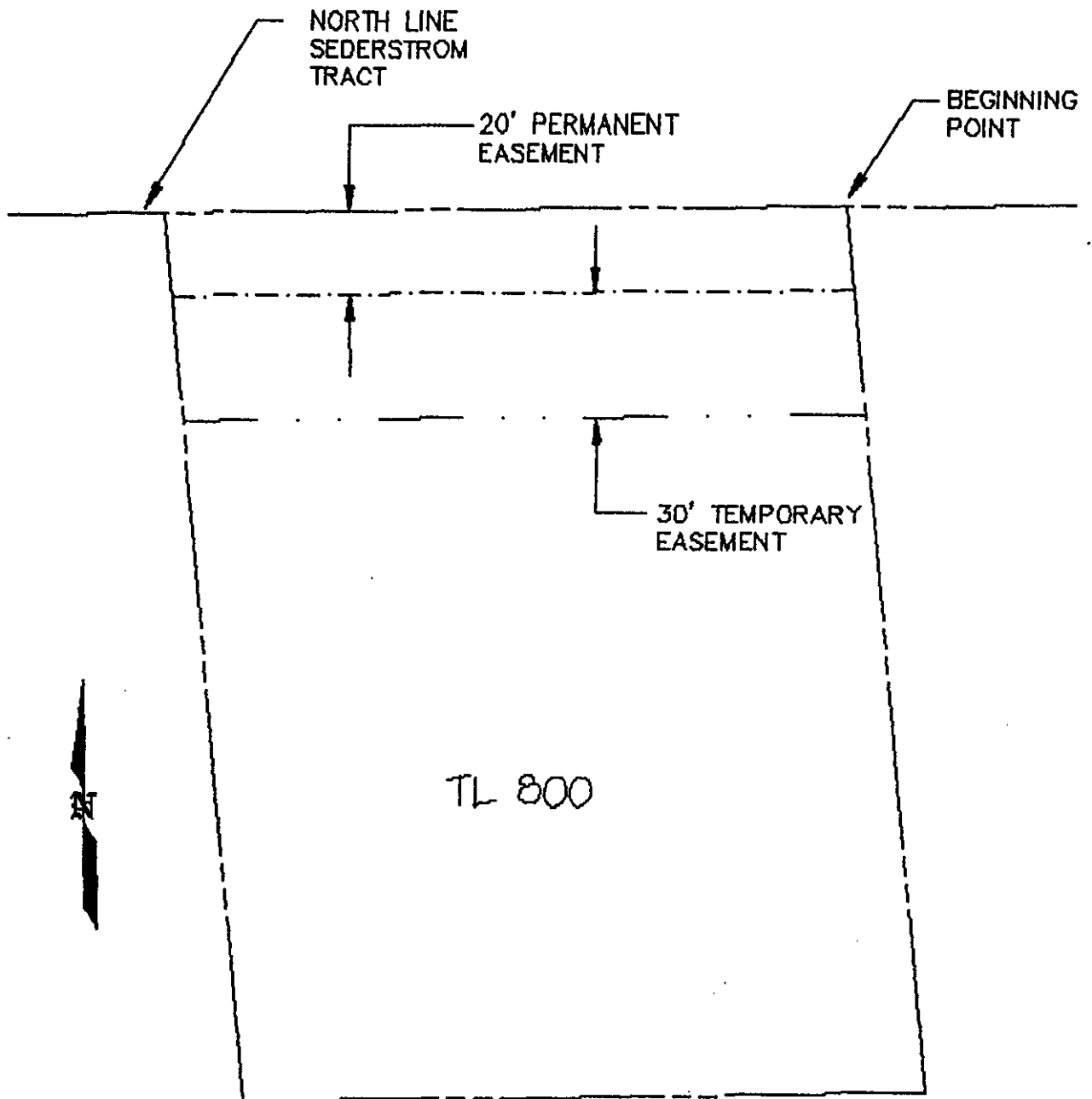
Deputy



(OFFICIAL SEAL)

Space reserved for County  
Record's Office

LOUIS C. FREDD AND SUSAN D. FREDD  
3 2E 15A TL 800  
FEE NO. 74-1623  
PERM 3300 sf  
TEMP 4950 sf



OLD MOUNTAIN LINE REPLACEMENT

SCALE 1" = 40'

CITY OF OREGON CITY

PREPARED BY:

LEE ENGINEERING, INC.

DATE: JULY 1992

1288E06

REVISION

WATERLINE EASEMENT TL 800

4



# 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. 93-23

On the February 17, 1993 City Commission agenda is a waterline easement for the Henrici Waterline project for Commission acceptance. A copy of the easement document and settlement agreement is attached for Commission review.

It is recommended that the City Commission adopt a motion accepting the waterline easement 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

M E M O

**DATE:** February 8, 1993  
**TO:** Henry Mackenroth, P.E.  
**ADDRESS:** City of Oregon City  
320 Warner Milne Road  
Oregon City, OR 97045  
**FROM:** Right-of-Way Associates, Inc.  
**PROJECT:** Old Mountain Line  
**SUBJECT:** Transmittal of executed documents

**Parcel: 6**

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Attached is the original Water Line Easement executed by Louis C. Fredd 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 Oregon City, the check should be mailed to Louis C. Fredd, Jr. at 20251 S Beaver Creek Road, Oregon City, OR 97045.

The agreed compensation is in the amount of \$525.00, which is identical to the amount of the Administrative Determination.

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

Social Security Numbers:

Louis C. Fredd, Jr.

067-32-1115



# CITY OF OREGON CITY

Incorporated 1844

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

February 4, 1993

Louis and Barbara Fredd  
20251 S. Beaver Creek Road  
Oregon City, OR 97045

Subject: Replacement of Old Mountain Line

Parcel: 6

Tax ID#: T3 R2E S15A TL 800

Dear Mr. Fredd:

The City of Oregon City is planning the construction of the above captioned project. As you are aware through our discussions, property you own will be affected by this project. A Waterline Easement will be necessary in order to give the City the legal right to complete the construction of the waterline.

In exchange for executing the documents and granting the above rights, and subject to approval, the City agrees to the following:

1. To compensate you, in full, for the Easement in the amount of \$525.00.
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 and other project activities within a sixty day period after work begins on your property. It is understood that repaving of the access driveway and cleanup could take longer than this period since repaving will not be done until the line is tested.
4. To repave the access driveway promptly upon completion of testing, weather permitting. Repaving will occur within six months of the beginning of work.
5. To remove large construction debris and to eliminate unsafe conditions caused by construction, from your property, upon completion of pipeline emplacement, pending pipeline testing and final clean up.
6. To maintain vehicular access to your property during construction. Brief interruptions in access may be required for laying pipe and trenching. No trench will be left unfilled overnight, unless covered with steel sheeting.
7. To promptly reconnect and restore water, electrical and phone utilities if damaged. The City will provide prior day's notice of anticipated interruptions in utility services. The City will coordinate work that may interrupt utility services with the availability of repair services to assure restoration of utilities on the same day. The City agrees to ensure that inadvertent interruptions in utility services are restored within one day.
8. 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 pave the common driveway which is presently gravel to the width of the existing paved portion of the common driveway and to guarantee

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

the quality of the work for one year from the end of the project. The City acknowledges that the "original condition" of the now paved portion of the common driveway is unbroken, unpatched and relatively smooth throughout its length.

9. 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.
10. To protect the trees and large shrubs on your property and located in the temporary construction easement area, from damage due to construction.
11. Not to place final road fill in the vicinity of your property above the present road surface elevation or to leave any other condition that would obstruct surface drainage to a greater extent than presently occurs. The City acknowledges that occasional impoundment of surface drainage behind the existing road fill contributes to a wet basement in your home during periods of heavy rainfall or snowmelt, and that increasing the road surface elevation in the vicinity of your property could aggravate this problem.
12. To remove rocks, gravel, spoils and construction debris from the temporary construction easement area and the unpaved strip between the roadway and the golf course fence and to blade these areas smooth for re-landscaping at the end of the project. Any soil removed during clean up will be replaced with an equivalent amount of good quality topsoil at the City's expense..
13. To compensate you in the amount of \$250.00 for your time, effort and labor of replanting the easement area at the end of construction.
14. To provide, prior to the beginning of project construction, with the name and telephone number of an inspector for the project to ensure the above standards will be met, and that any unanticipated problems can be addressed with a minimum of inconvenience to you.

The total compensation for the above is \$775.00. Payment will be made in approximately 30 days. Thank you for your cooperation with the City of Oregon City.

Sincerely,



R. David Feinauer, Agent

Enclosures

pc: Mackenroth



Henric Waterline  
Project

3 ZE 15A 800

Louis C. Fredd Jr. 1993

DOC# 93-26157

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