

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

WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT **Roger L. Ewing and Josephine Ewing** (hereinafter referred to as Grantor) in consideration of the sum of Two Thousand and No/100 Dollars, **(\$2,000.00)** 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 Permanent Waterline Easement

A portion of that tract of land conveyed to Roger L. Ewing and Josephine Ewing as described and recorded in Fee No. 90-62061, deed records of Clackamas County, Oregon, said portion being more particularly described as follows:

Beginning at a point at the southwest corner of said Ewing tract; thence N 87° 18' 30" E 179.10 feet along the south line of said Ewing tract to a point at the southeast corner of said Ewing tract, said southeast corner being on the west right-of-way line of Danny Court; thence N 7° 02' 32" E 20.29 feet along the west right-of-way line of Danny Court to a point; thence S 87° 18' 30" W 182.63 feet parallel to the south line of said Ewing tract to a point on the west line of said Ewing tract; thence S 0° 18" E 20.00 feet along the west line of said Ewing tract to the point of beginning.

A Temporary Waterline Easement

A strip of land 20' wide located north of and directly adjacent to the above described permanent waterline easement. All lying within the above referenced Ewing tract.

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.

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 Roger L. Ewing
Roger L. Ewing

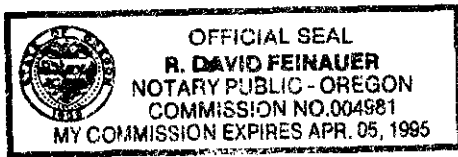
by Josephine Ewing
Josephine Ewing

STATE OF OREGON)

County of Clackamas)

On this 18 day of January, 1993 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named **Roger L. Ewing and Josephine Ewing** 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: 4/5/95

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.

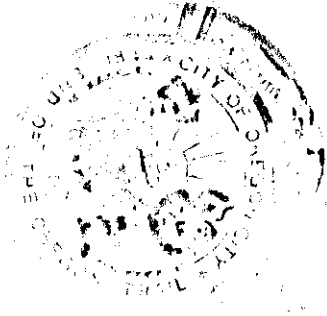
Daniel W. Fowler

Mayor

William G. Lunnegaw

City Recorder

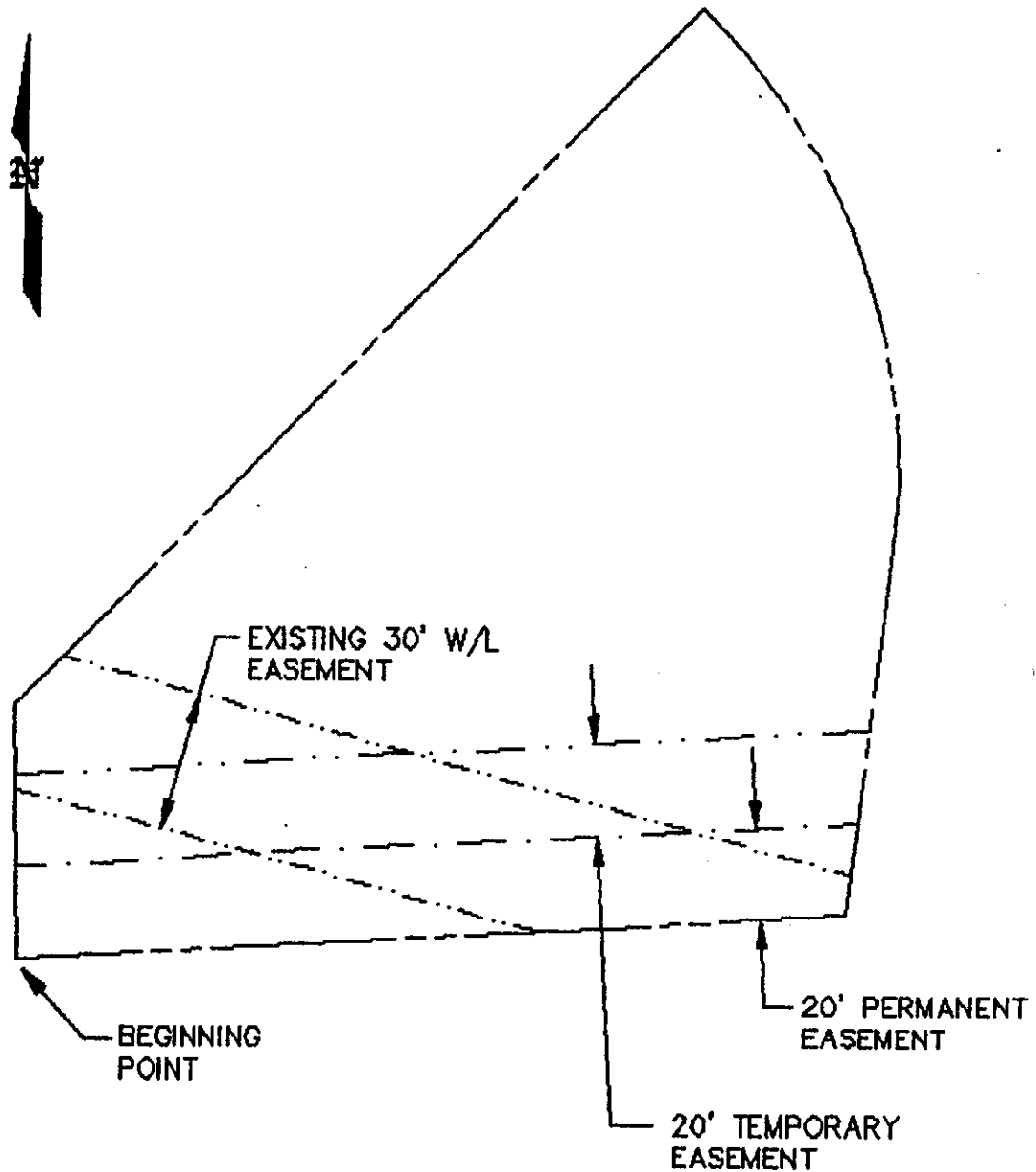
Deputy



(OFFICIAL SEAL)

Space reserved for County
Record's Office

ROGER L. EWING AND JOSEPHINE EWING
2 3E 15AA TL 1400
FEE NO. 90-62061
PERM 3612 sf
TEMP 3664 sf



OLD MOUNTAIN LINE REPLACEMENT

SCALE 1" = 40'

CITY OF OREGON CITY

PREPARED BY:

LEE ENGINEERING, INC.

DATE: JULY 1992

1289E09

REVISION

WATERLINE EASEMENT TL 1400

4



CITY OF OREGON CITY

INCORPORATED 1844

COMMISSION REPORT

TO THE HONORABLE MAYOR AND COMMISSIONERS

FOR AGENDA

DATED

February 3, 1993

Page 1 of 1

Subject: Waterline Easement Acceptance
Henrici Waterline Project

Report No. 93-14

On the February 3, 1993 City Commissions 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 watchline easement and authorize the Mayor and City Recorder to execute respectively.

CHARLES LEESON
City Manager

attach.

cc - John Block, Development Services Director
- Henry Macenroth, Project Manager



TRANSMITTAL MEMO

DATE: January 18, 1993 **Parcel: 8**
TO: Henry Macenroth
ADDRESS: City of Oregon City
320 Warner Milne Road
Oregon City, Oregon 97045
FROM: Right-of-Way Associates, Inc.
PROJECT: Old Mountian Line Replacement Project
SUBJECT: Transmittal of executed documents

Attached is the original Water Line Easement executed by Roger L. Ewing and Josephine Ewing 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 Roger L. Weing and Josephine Ewing at 20251 S. Danny court, Oregon City, Oregon 97045.

The agreed compensation is in the amount of \$2,000.00 which is explained on the Letter of Agreement

Mr. Ewing will be out of the country for about eight weeks beginning the day after easter on April 12, 1993. He would like to be contacted regarding the timing of the construction prior to that date.

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:

Roger L. Ewing 376-46-6887

Josephine Ewing 363-56-9998



CITY OF OREGON CITY

Incorporated 1844

**DEVELOPMENTAL SERVICES
DEPARTMENT**
Planning, Building,
Engineering
320 Warner Milne Road
Oregon City, OR 97045
(503) 657-0896
FAX (503) 657-3339

January 13, 1993

Parcel: 8

Tax ID#: T3 R2E S15AA TL 1400

Roger and Josephine Ewing
20251 S. Danny Court
Oregon City, OR 97045

Subject: Replacement of Old Mountain Line

Dear Mr. and Mrs. Ewing:

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 \$100.
2. To clean up the construction debris at the conclusion of the project.
3. To replace and repair fencing with as good quality or better.
4. To compensate you in the amount of \$1,400.00 for the cost of restoring the lawn and shrub area and for the cost of repairing the decorative fountain which will be disturbed.
5. To avoid damage to the swimming pool and decorative rock retaining walls, by utilizing construction methods which will protect the structure or to repair any retaining wall or concrete flatwork damaged by the project, and to restore any possible damage to as good or better condition.

6. To provide temporary fencing in the event that fencing is disturbed during construction. This fencing is intended to prevent neighborhood children from entering your yard and getting near or in the pool, and is to be in place at all times that the regular fencing is not restored.
7. To restore the berm at the water fountain if the fountain is taken or the berm is affected by the construction of the water line, so that you can reconstruct the fountain after the project is completed. The configuration of the berm to be similar in nature to the existing berm at the fountain.
8. To compensate you in the amount of \$500.00 for your cost to restore the fountain rock work and to remove all of the rock fountain as part of the construction.
9. To blade any affected lawn or landscaped area to a grade compatible with the application of new lawn or landscaping.
10. To complete the trenching work on the property within a period of ten working days from the time work commences at your property. It is understood that testing and some additional restoration work could extend past the ten days.
11. To provide you a one week notice prior to commencing work on the property. This will allow you to provide an alternate location for your camper and boat, which are presently located in the proposed easement area. This will also allow time to return from a short business trip in time to effect the relocation of the boat and camper.
12. To replace all graveled areas affected by the construction with 3/4 minus crushed rock to a thickness of 3 inches.
13. To abandon the unused portion of the existing Old Mountain Line Water Transmission Line easement on your property at no cost to you by quitclaiming this excess and paying recording and description costs.

The total compensation for the above is \$2,000.00. Payment will be made in approximately 30 days. Thank you for your cooperation with the City of Oregon City.

Sincerely,

RS

R. David Feinauer, Agent

pc: Mackenroth
Sprague

Henrici Waterline
Project

23E15AA 1400

Roger L. Ewing
Josephine Ewing 1993

DOCH# 93-26156

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Env. 303