

CITY OF OREGON CITY, OREGON

PUBLIC UTILITY(S) EASEMENT

The purpose of this easement document is to correct document language in a Public Utility Easement granted to the City of Oregon City by General Distributors, Inc. recorded at Clackamas County Records Office under film jacket number 92-73642.

KNOW ALL MEN BY THESE PRESENTS, THAT General Distributors, 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 non-exclusive permanent easement and right-of-way, including the permanent right to construct, reconstruct, operate and maintain water lines and storm drainage lines on the following described land:

See attached Exhibit "A" for legal description
See attached Exhibit "B" for sketch for legal description

TO HAVE AND TO HOLD, the above described easement unto the CITY, its successors in interest and assigns forever.

GRANTOR, its successors and assigns, 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 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, which permission shall not be unreasonably withheld or delayed.

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, its successors and assigns, harmless against any and all loss, cost, damage, or expense (including attorneys' fees at trial and on appeal) directly or indirectly arising out of or attributable to the exercise of the rights and interests granted herein to the City.

Notwithstanding anything in this Public Utility Easement to the contrary, should Grantor (i) determine to use any portion of the surface of the property burdened by the easement granted herein in a manner that is inconsistent with the rights and interests granted to the City hereunder, or (ii) desire to place a building or utility upon, under or within such property and the City reasonably shall refuse to consent to such building or utility, then and in such event, Grantor, at its sole cost and expense, may relocate the water lines and storm drainage lines placed or constructed on its property to other portions of its property, provided only that the City's water system and/or storm system capability is not materially adversely affected by Grantor's relocation of the water lines and/or storm lines. Should Grantor relocate the said lines as herein provided, Grantor simultaneously shall grant to the City any necessary easements for the portion of its property occupied by the relocated water and/or storm lines, and the portion of the prior easement no longer used for water and/or storm drainage purposes automatically shall terminate.

The true consideration of this conveyance is \$1.00, 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 (except liens, claims, reservations and other encumbrances of record)

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 any other 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 1st day of FEBRUARY 1993, and corporate grantor has caused its name to be signed by its officers, duly authorized thereto by order of its board of directors.

Corporation
limited partnership

General Distributors, Inc.
Corporation/Partnership Name

A. Wayne Fick, President
Signer's Name, Title

Ray G. Fick, General Manager
Signer's Name, Title

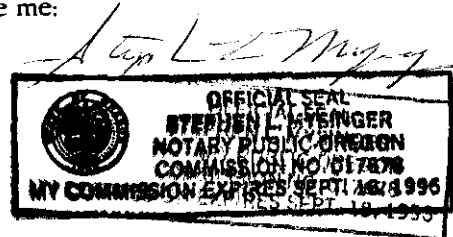
Signer's Name, Title

General Distributors, Inc.
13895 Fir Street
Oregon City, OR 97045
(Grantors Name and Address)

Corporate Acknowledgment
STATE OF OREGON)
) ss.
County of Clackamas)

Personally appeared Gary Gibson and A. Wayne Fick who being duly sworn, each for himself and not one for the other did say that the former is the General Manager and that the latter is the President of General Distributors, Inc., a corporation, and that the foregoing instrument was signed 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:



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

William D. Lunnegan
Deputy City Recorder





HANER, ROSS & SPORSEEN, INC.

ENGINEERS

CONSULTANTS

SURVEYORS

15 S. E. 82ND DR.
GLADSTONE, OREGON 97027
(503) 657-1384

REGISTERED ENGINEERS
OREGON • WASHINGTON • IDAHO
NEVADA • MONTANA

630T
10/08/92

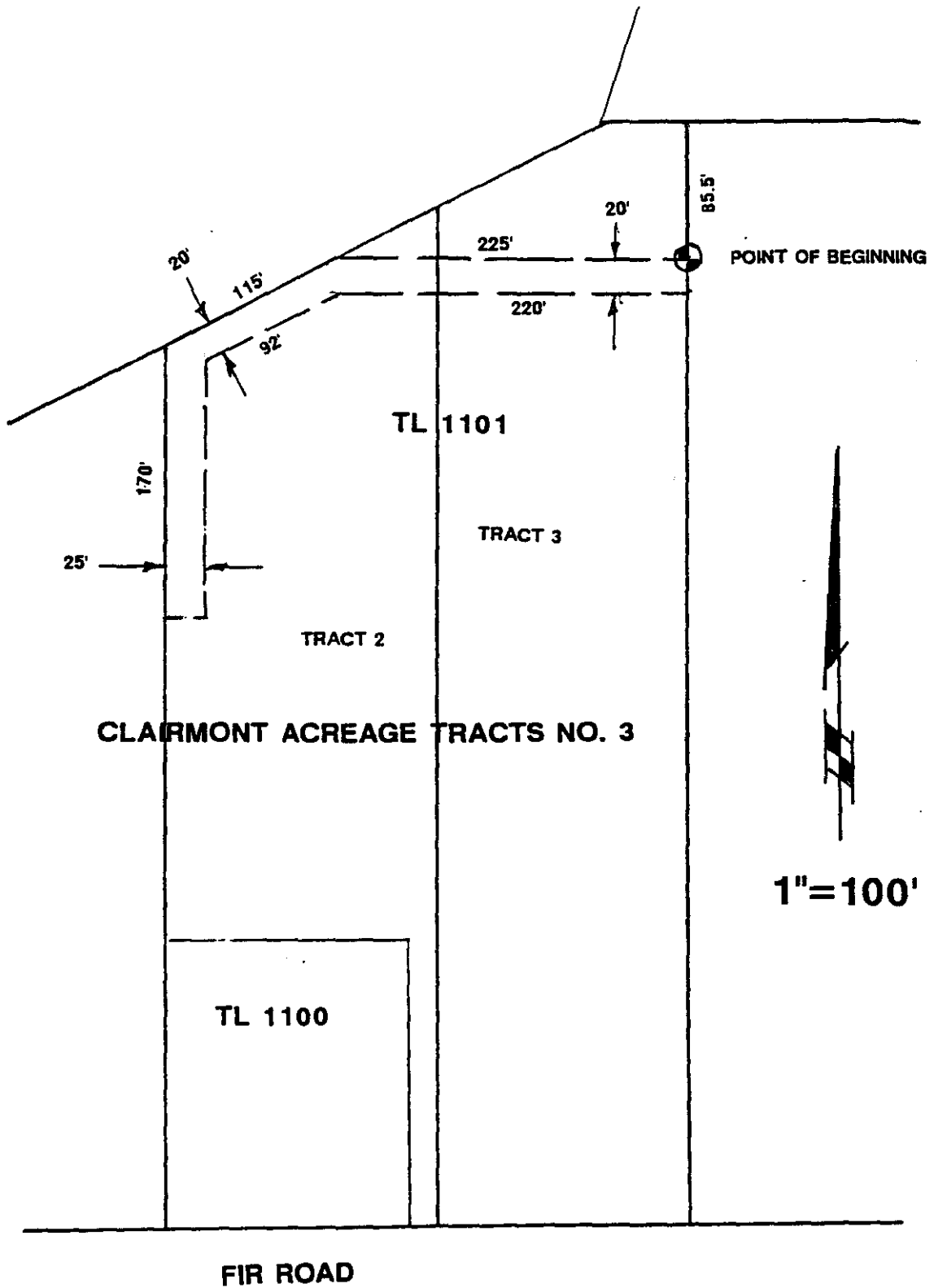
EXHIBIT "A"

LEGAL DESCRIPTION FOR UTILITY EASEMENT

A strip of land being either twenty or twenty-five feet wide as herein after described and being situated in Tracts 2 and 3 of CLAIRMONT ACREAGE TRACTS No.3, in the northeast quarter of Section 8, Township 3 South, Range 2 East, W.M., Clackamas County, Oregon. Said strip of land being more particularly described as follows:

COMMENCING at the northeast corner of Tract 3 of the duly recorded plat of CLAIRMONT ACREAGE TRACTS NO.3 as recorded in the Clackamas County Survey Records, said corner also being the northeast corner of that tract of land conveyed in FEE No. 75-11972 of Clackamas County Records; thence, South along the east line of said tract a distance of 85.5 feet to the TRUE POINT OF BEGINNING; thence, West and parallel with the most northerly north line of said Tract 3 a distance of 225 feet, more or less, to a point of intersection with the north line of Tract 2; thence, Southwesterly along said north line a distance of 115 feet, more or less, to the northwest corner of said Tract 2; thence, South along the west line of said Tract 2 a distance of 170 feet; thence, east and perpendicular a distance of 25 feet; thence, North and parallel with said west line to a point that is 20 feet southeasterly and at right angles to the aforementioned north line of Clairmont Acreage Tracts No. 2; thence, North 63°15' East and 20 feet parallel with said north line a distance of 92 feet, more or less to a point that is 20 feet south and at right angles to the first described line of this easement; thence, East parallel and 20 feet south of the first described line of this easement a distance of 220', more or less, to the east line of said Tract 3; thence, North along the east line of said tract a distance of 20 feet to the True Point of Beginning. The aforescribed easement being illustrated on an accompanying map designated as EXHIBIT "B".

EXHIBIT "B"





CITY OF OREGON CITY

INCORPORATED 1844

COMMISSION REPORT

FOR AGENDA

DATED

February 17, 1993

TO THE HONORABLE MAYOR AND COMMISSIONERS

Page 1 of 1

**Subject: Waterline Easement Acceptance and
Replacement Easement for Utilities
General Distributors - SP92-22**

Report No. 93-24

On the February 17, 1993 City Commission agenda is a new easement for the remaining waterline for General Distributors, Inc., and a replacement easement for utilities for Commission acceptance. Copies of the easement documents are attached for Commission review.

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

CHARLES LEESON
City Manager

attach.

cc - John Block, Development Services Director
- John Hawthorne, Civil Engineer