

CITY OF OREGON CITY, OREGON

PUBLIC UTILITY(S) EASEMENT

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 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.

Upon request of the grantors, the necessity for the two east-west ten foot strips of this easement shall be evaluated by the City. If it is determined that the fire hydrants which are served by these east-west strips are no longer required, the City shall relinquish that portion of this easement.

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 fire hydrants placed or constructed on its property to other portions of its property, provided only that the City's water system and/or fire protection capability is not materially adversely affected by Grantor's relocation of the water lines. Should Grantor relocate the water lines as herein provided, Grantor simultaneously shall grant to the City a ten foot easement identical to this easement for the portion of its property occupied by the relocated water lines, and the portion of the prior easement no longer used for water 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

Gary Gibson, GENERAL MANAGER
Signer's Name, Title

Signer's Name, Title

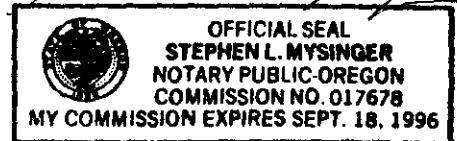
General Distributors, Inc.
13895 Fir Street
Oregon City, OR 97045
(Grantors Name and Address)

Corporate Acknowledgment
STATE OF OREGON)

County of Clackamas) ss.

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 R. Fowler
Mayor

Vivian B. Lussignea
Deputy City Recorder





HANER, ROSS & SPORSEEN, INC.

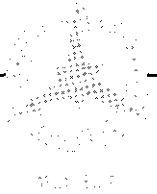
ENGINEERS

CONSULTANTS

SURVEYORS

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

REGISTERED ENGINEERS
OREGON • WASHINGTON • IDAHO
NEVADA • MONTANA



630T
1/11/93

EXHIBIT "A"

SUBJECT: GENERAL DISTRIBUTORS SP92-30
TAX LOTS 1100, 1101 3-2E-9B

LEGAL DESCRIPTION FOR WATER LINE EASEMENT

A strip of land being ten feet (10') wide as herein after described and being situated in Tract 2 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:

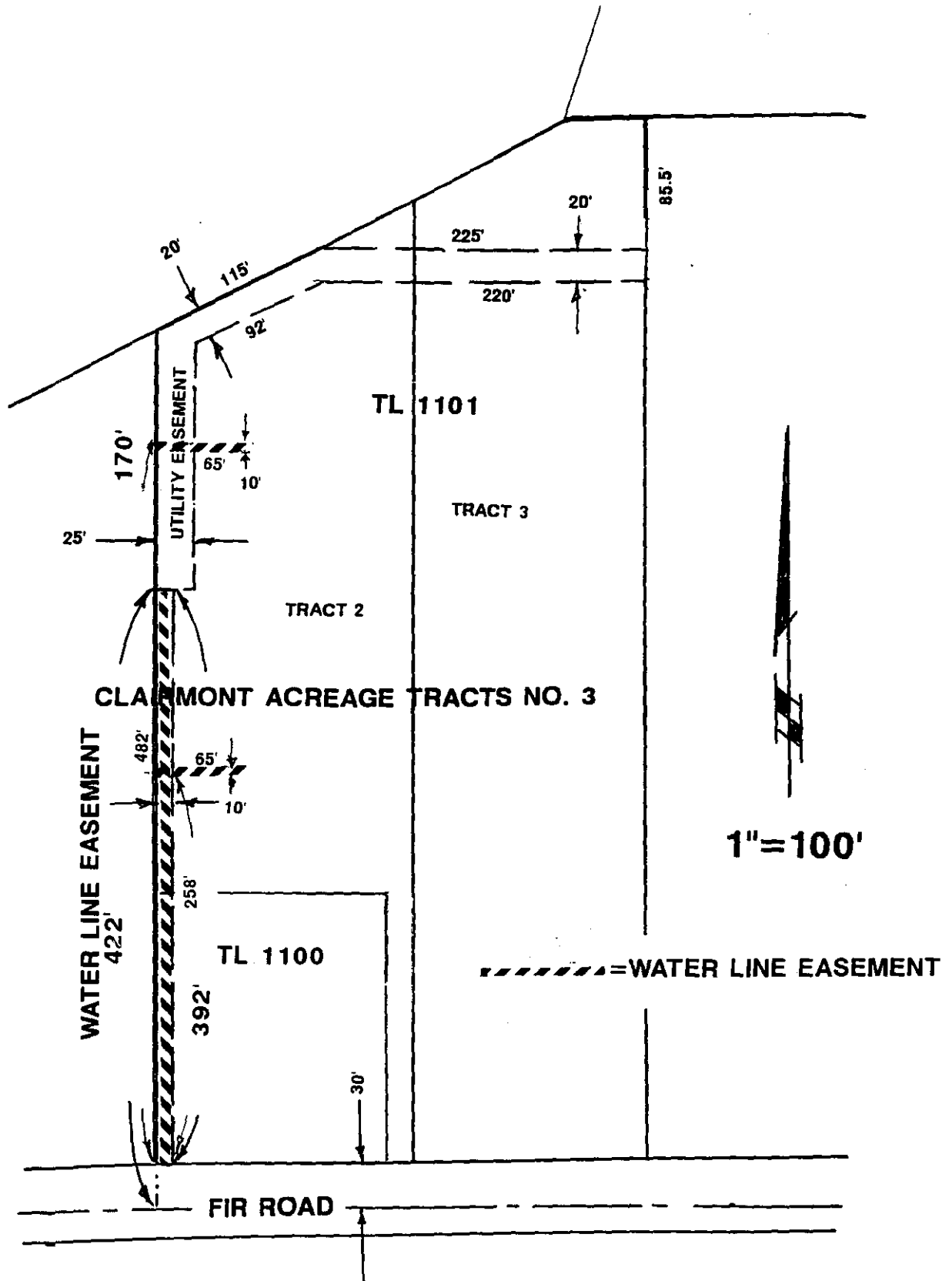
The southerly 422 feet of the west 10 feet of Tract 2 of the duly recorded plat of CLAIRMONT ACREAGE TRACTS NO.3 as recorded in the Clackamas County Survey Records, EXCEPT that portion lying within public right of way. The side lines of said ten foot strip of land are to be continuous from the northerly right of way line of Fir Street to an existing 25 foot utility easement along the west line of said Tract 2 of CLAIRMONT ACREAGE TRACTS NO.3.

ALSO TOGETHER WITH A ten foot (10') strip of land lying five feet (5') on each side of the following described line: COMMENCING at the intersection of the west line of said Tract 2 and the northerly right of way line of Fir Street; thence, northerly along said west line a distance of 258 feet to the Point of Beginning; thence, easterly along an existing 6" ductile iron water line, and it's projection, a distance of 65 feet to a point of terminus;

ALSO TOGETHER WITH A ten foot (10') strip of land lying five feet (5') on each side of the following described line: COMMENCING at the intersection of the west line of said Tract 2 and the northerly right of way line of Fir Street; thence, northerly along said west line a distance of 482 feet to the Point of Beginning; thence, easterly along an existing 6" ductile iron water line, and it's projection, a distance of 65 feet to a point of terminus. The aforescribed easement being illustrated on an accompanying map designated as EXHIBIT "B".

COUNTY CLERK'S
RECORDING NUMBER: _____
RECORDING DATE: _____

EXHIBIT "B"



WATER LINE EASEMENT



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 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