

20
AFTER RECORDING, RETURN TO:

Henry Mackenroth
City of Oregon City
320 Warner Milne Road
Oregon City, OR 97045

WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT **Roy A. Myers and Luanne C. Myers** (hereinafter referred to as Grantor) in consideration of the sum of Seven Hundred Fifty and No/100 Dollars, **(\$750.00)** 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 Glen W. Miles as described and recorded in Fee No. 90-03863, deed records of Clackamas County, Oregon, said portion being more particularly described as follows:

Beginning at a point at the northeast corner of said Miles tract; thence west 100 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 Miles tract, to a point at the northwest corner of said Miles tract; thence S 4° 53' E 20.07 feet along the west line of said Miles tract to a point; thence east parallel to the north line of the aforementioned Sederstrom tract 105 feet to a point on the east line of said Miles tract; thence N 4° 53' W 20.07 feet along the east line of said Miles 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.

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

All lying within the above referenced Miles 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 lying within the permanent easement 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.

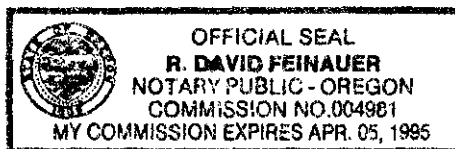
by Roy A. Myers
Roy A. Myers

by Luanne C. Myers
Luanne C. Myers

STATE OF OREGON)
)
County of Clackamas)

On this 17th day of February, 1993 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named **Roy A. Myers and Luanne C. Myers** 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.

Michael W. Fowler

Mayor

William D. Finnegan

City Recorder

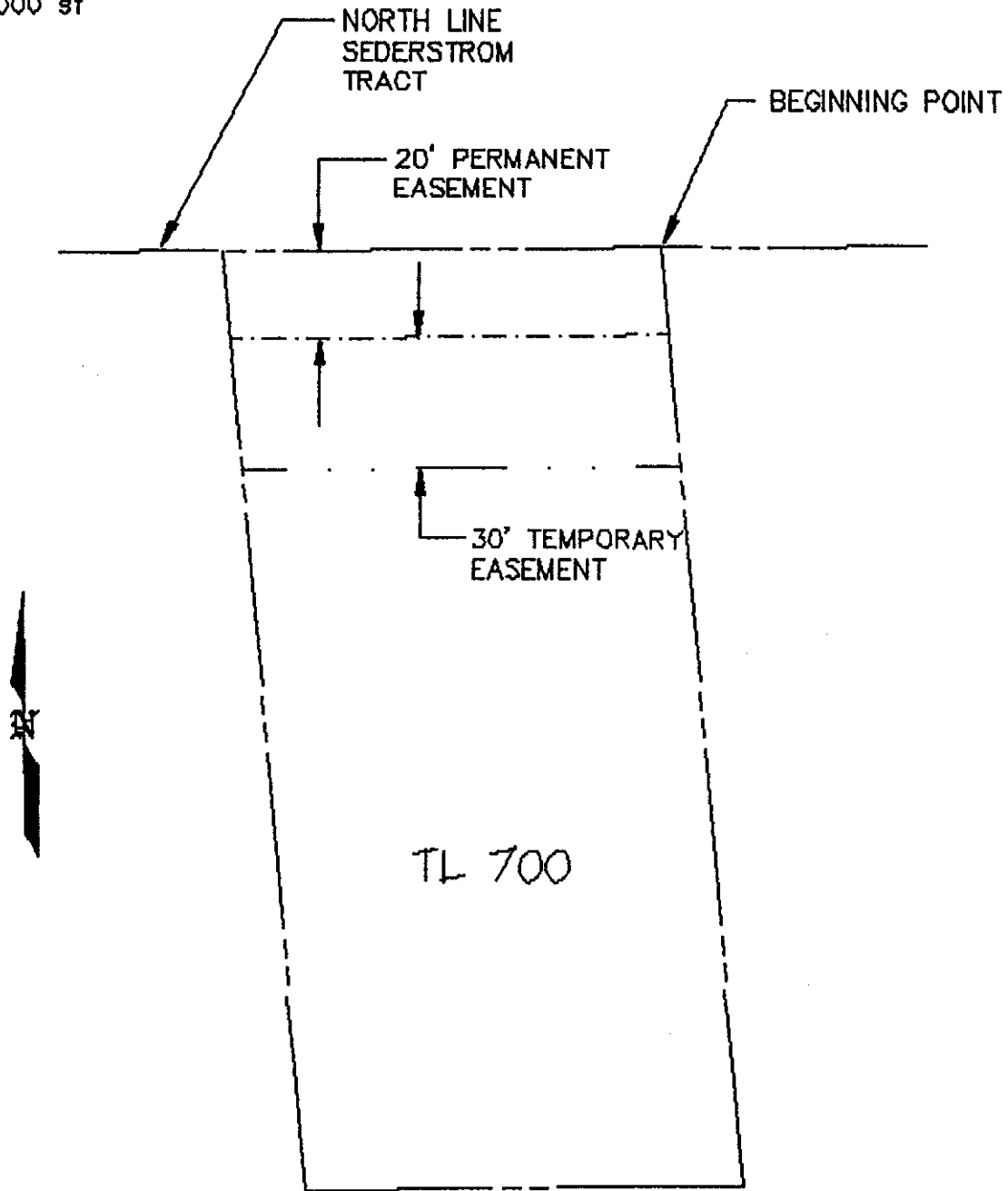
Deputy



(OFFICIAL SEAL)

Space reserved for County
Record's Office

JEAN H. MILES AND GLEN W. MILES
3 2E 15A TL 700
FEE NO. 90-03863
PERM 2000 sf
TEMP 3000 sf



OLD MOUNTAIN LINE REPLACEMENT

SCALE 1" = 40'

CITY OF OREGON CITY

PREPARED BY:

LEE ENGINEERING, INC.

DATE: JULY 1992

REVISION

1289E05

WATERLINE EASEMENT TL 700

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CITY OF OREGON CITY

INCORPORATED 1844

COMMISSION REPORT

FOR AGENDA

DATED

March 3, 1993

TO THE HONORABLE MAYOR AND COMMISSIONERS

Page 1 of 1

**Subject: Waterline Easement Acceptance
Henrici Waterline Project**

Report No. 93-40

On the March 3, 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



CITY OF OREGON CITY

Incorporated 1844

DEVELOPMENT SERVICES DEPARTMENT

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

February 15, 1993

Roy and Luanne Myers
20249 S. Beaver Creek Road
Oregon City, OR 97045

Subject: Replacement of Old Mountain Line

Parcel: 5
Tax ID#: T3 R2E S15A TL 700

Dear Mr. and Mrs. Myers:

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 \$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 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. To pave the common driveway which is presently gravel to the width of the existing paved portion of the common driveway, to construct a safe tapered transition from the currently paved area to the graveled area which is to be paved and

END OF THE OREGON TRAIL—BEGINNING OF OREGON HISTORY

to guarantee 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 Juniper shrubs on your property and located in the temporary construction easement area, from damage due to construction.
11. 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..
12. To compensate you in the amount of \$250.00 for your time, effort and labor of potential restorative work in the easement area at the end of construction.
13. 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 and unanticipated problems can be addressed with a minimum of inconvenience to you.

The total compensation for the above is \$750. 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

Henrici Waterline
Project

3 2E 15A 700

Roy A. Myers
Luanne C. Myers

1993

DOC# 93-26148

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