

CITY OF OREGON CITY, OREGON

PUBLIC UTILITY(S) EASEMENT

**KNOW ALL MEN BY THESE PRESENTS, THAT** Joseph F. Spaziani and Penny J. Spaziani, husband and wife, 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 permanent easement and right-of-way, including the permanent right to construct, reconstruct, operate and maintain storm drainage facilities on the following described land:

A strip of land 20.00 feet in width for storm drainage easement located in Section 7, Township 3 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, more particularly described as follows and further shown on the attached map labeled "EXHIBIT A":

That portion of the following described strip of land lying within the parcel deeded to Joseph F. Spaziani and Penny J. Spaziani, husband and wife, recorded on July 6, 1990, Recorder Fee No. 90-32345, Clackamas County Deed Records: A strip of land 20.00 feet in width lying 10.00 feet on each side of the following described centerline: **COMMENCING** at the most easterly corner of Lot 6, Block 2, Leland Haven, a duly recorded subdivision plat in Clackamas County, Oregon; **THENCE** Northeasterly along the southeasterly line of said Leland Haven, 10.00 feet to the **TRUE POINT OF BEGINNING** of the centerline description; **THENCE** South 03°21'43" East, 293.07 feet; **THENCE** South 00°21'00" West, 228.61 feet; **THENCE** South 14°57'12" West, 130.00 feet, more or less to a point in the southwesterly line of that certain tract of land conveyed to Lance W. Margeson, recorded on December 16, 1976, Recorder Fee No. 76-44968, Clackamas County Deed Records. Bearings are based on Ainsworth Estates, No. 1, a duly recorded subdivision plat in Clackamas County, Oregon.

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

GRANTOR 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 or interfere 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.

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 harmless against any and all loss, cost or damage arising out of the exercise of the rights granted herein.

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 (no exceptions)

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 the lawful claims and demands of all persons claiming by, through, or under the GRANTOR.

In the event this grantor redevelops his property, this easement can be moved in the future to accommodate future development.

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 6 day of Aug, 1992, if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

TP 90-03 AINSWORTH  
3-2E-7A, T.L. 3101

Individuals,  
general partnerships

Joseph F. Spaziani  
Signer's Name

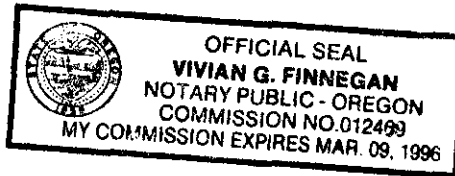
Penny I. Spaziani  
Signer's Name

Personal Acknowledgment

STATE OF OREGON )  
 ) ss.  
County of Clackamas )

Personally appeared the above named  
Joseph F. Spaziani and Penny I. Spaziani, husband and wife  
and acknowledged the foregoing instrument to be their  
voluntary act and deed.

Before me: Vivian G. Finnegan  
3-09-96



Joseph F. Spaziani and Penny I. Spaziani  
12999 S. Haven Road  
Oregon City, OR 97045

(Grantor's Name and Address)

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

(Grantee's Name and Address)

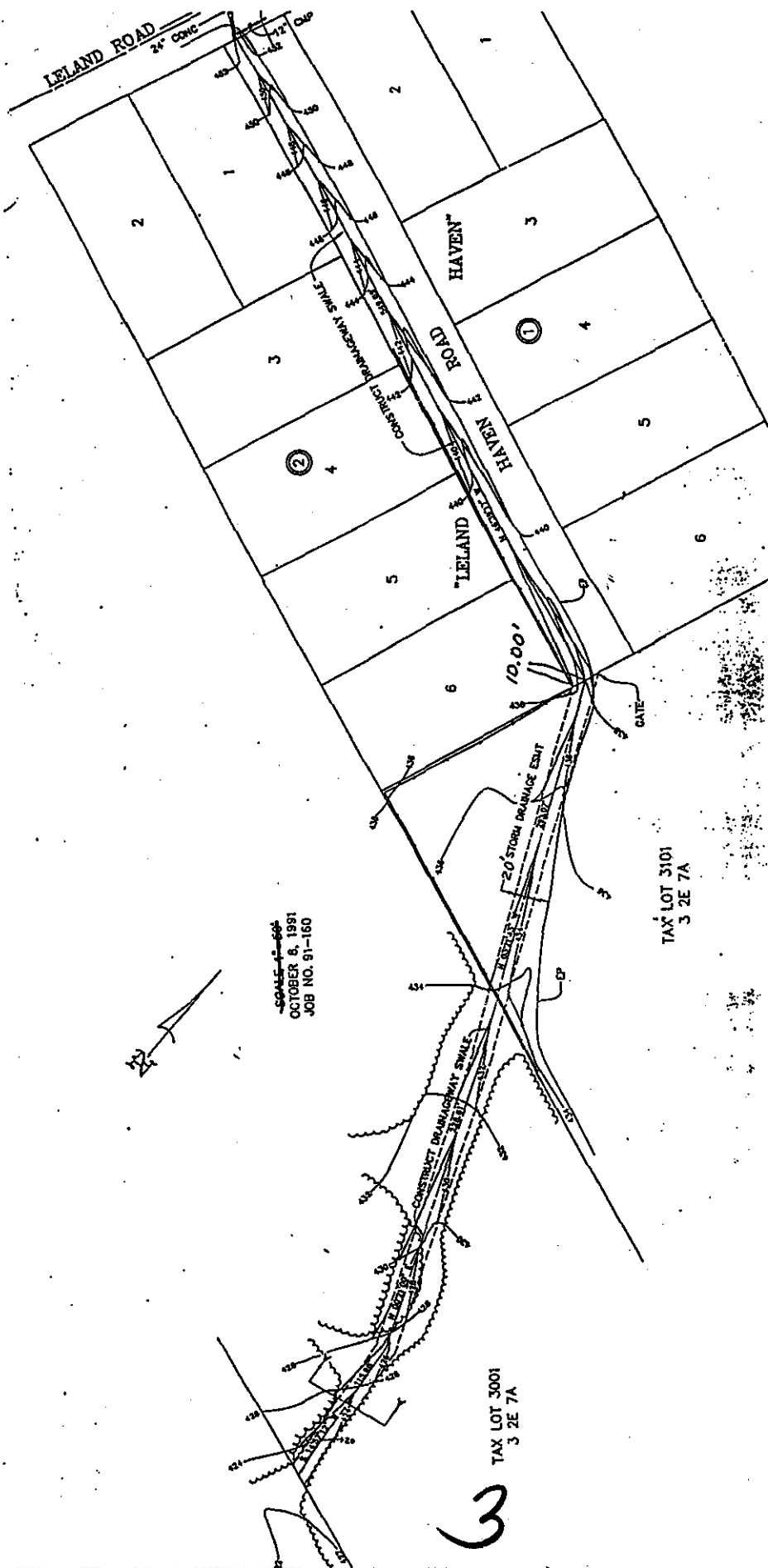
Accepted on behalf of the City of Oregon City on the  
condition that the easement granted is free and clear from  
taxes, liens and encumbrances.

Amelia W. Fowler  
Mayor

James K. Elliott  
City Recorder

8-19-92





SKETCH FOR LEGAL DESCRIPTION  
20' DRAINAGE EASEMENT  
EXHIBIT "A"



# CITY OF OREGON CITY

INCORPORATED 1844

## COMMISSION REPORT

FOR AGENDA 10

DATED

August 19, 1992

TO THE HONORABLE MAYOR AND COMMISSIONERS

Page 1 of 1

Subject: Public Utility Easement Acceptance  
Ainsworth Estates, Phase I

Report No. 92-165

On the August 19, 1992 City Commission agenda are two off-site drainage easements for Ainsworth Estates, Phase I from Joseph F. and Penny J. Spaziani and Lance W. and Sandra A. Margeson for City Commission acceptance. The easement documents are attached for Commission review.

It is recommended that the City Commission adopt a motion accepting the easements and authorize the Mayor and City Recorder to execute respectively.

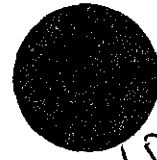
CHARLES LEESON  
City Manager

attach.

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

Ainsworth Estates - Phase I

3-2E-7A 3101



(purple)

Joseph F. Spaziani  
Penny J. Spaziani 1992  
(C. Co. INSTRUM<sup>#</sup>, 92 73655)

SEE: 3-2E-7A

HAVEN ESTATES <sup>PHASE</sup> (NO. 1)

CLACKAMAS CO. INSTRUMENT  
NO. 99-093994

1611 # 1

Env. 433