

CITY OF OREGON CITY, OREGON

PUBLIC UTILITY(S) EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT Clackamas Federal Credit Union 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 line on the following described land:

See attached Exhibit "A" Legal Description and attached Exhibit "B" Sketch for Legal Description

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 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 4th day of Sept, 1992, 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

Clackamas Federal Credit Union
Corporation/Partnership Name

Paul Williams
Paul Williams, President

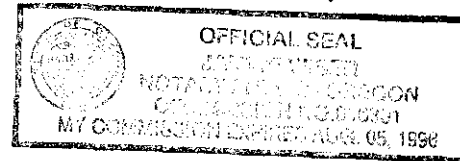
David D. Spear
David D. Spear, Secretary

Clackamas Federal Credit Union
270 Warner Milne Road
Oregon City, OR 97045
(Grantors Name and Address)

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

Personally appeared Paul Williams and David D. Spear who being duly sworn, each for himself and not one for the other did say that the former is the president and that the latter is the secretary of Clackamas Federal Credit Union 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: 9/14/92 Janice Weber



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.

David W. Fowler
Mayor 9-16-92
Mark K. Elliott
City Recorder



Clackamas Federal Credit Union

Storm Sewer Easement located in the Samuel Vance Donation Land Claim No. 51 in Section 5 of Township 3 South, Range 2 East of the Willamette Meridian in Clackamas County, Oregon described as follows:

A tract of land 7.50 feet each side of the following described centerline:

Commencing at the Northwest corner of Tract "A" of the duly recorded subdivision plat of " REDSOILS"; thence South 89° 11' 45" West along the South line of Warner Milne Road (60 feet wide) a distance of 89.00 feet to the Northwest corner of that certain tract of land conveyed to the Clackamas Federal Credit Union by deed recorded as fee No. 87-414 of Clackamas County Deed Records; thence South 00° 47' 05" East along the West line of said Clackamas Federal Credit Union tract, a distance of 192.00 feet to the point of beginning of the centerline herein to be described; thence North 89° 11' 45" East parallel with said Warner Milne Road, a distance of 7.50 feet to an angle point; thence North 00° 47' 05" West, 78.00 feet to an angle point; thence North 89° 11' 45" East, 105 feet more or less to the West Line of said Tract " A " and the terminus of said centerline.

EXHIBIT
"A"

FROM SET ROD

WARNER MILNE ROAD 30° N $89^{\circ}13'55''$ E.

5/8" BRASS ROD
CONCRETE
T BY P.S. 5757)
 $0^{\circ}46'10''$ W., 0.53'

15' EASE
POB
 $89^{\circ}13'59''$ E.
-211.05'

1/4" IRON PIPE
ALUMINUM CAP
(21)

DRAINAGE
EASEMENT

"RED SOILS"
TRACT "A" 335 S.F.

EXHIBIT
"B"

SKETCH FOR LEGAL DESCRIPTION



CITY OF OREGON CITY

INCORPORATED 1844

COMMISSION REPORT

FOR AGENDA

DATED

September 16, 1992

TO THE HONORABLE MAYOR AND COMMISSIONERS

Page 1 of 1

Subject: Public Utility Easement and
Waiver of Remonstrance and Consent
to Local Improvement Acceptance

Report No. 92-204

On the September 16, 1992 City Commission agenda is a public utility easement and waiver of remonstrance and consent to local improvement for Tax Lot 701 and 801, Map 3-2E-5C for Commission acceptance. The easement and waiver documents are attached for Commission review.

It is recommended that the City Commission adopt a motion accepting the easement and waiver documents 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

WAIVER of Remonstrance +
Consent to Local Improvement

3-2E-5C 701,801

Clackamas Federal
Credit Union 1992

(PURPLE)

DOC# 92-73647
92-73646

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