

CITY OF OREGON CITY, OREGON

PUBLIC UTILITY(S) EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT Bernard L. Hindman and Gina M. Hindman, 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 a water 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 one dollar, 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

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 26  
day of November, 1991; 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.

Individuals,  
General Partnerships

Corporation  
Limited Partnership

x Bernard L. Hindman  
Bernard L. Hindman

\_\_\_\_\_  
Corporation/Partnership Name

x Gina M. Hindman  
Gina M. Hindman

\_\_\_\_\_  
Signer's Name, Title

(If executed by a corporation  
affix corporate seal)

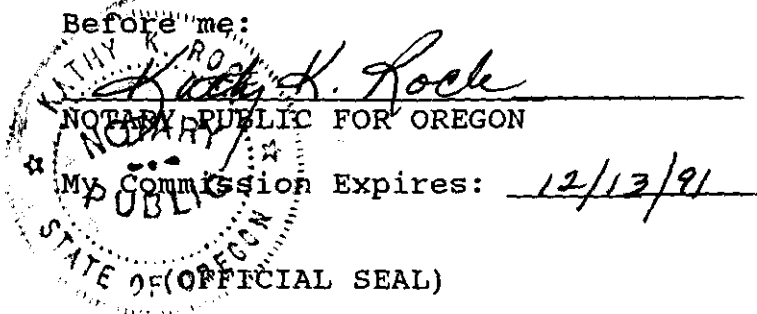
\_\_\_\_\_  
Signer's Name, Title

\_\_\_\_\_  
Signer's Name, Title

Personal Acknowledgement  
STATE OF OREGON )  
 ) .SS  
County of Clackamas )

Personally appeared the above  
named Bernard L. Hindman and  
Gina M. Hindman and  
acknowledged the foregoing  
instrument to be their  
voluntary act and deed.

Before me:



Bernard and Gina Hindman  
18994 S. Leland Road  
Oregon City, Oregon 97045  
(Grantor's Name & Address)

City of Oregon City  
320 Warner-Milne Road  
Oregon City, Oregon 97045  
(Grantee's Name & 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. Fowler  
Mayor

Alan K. Elliott  
City Recorder

After Recording Return to:

City Engineer  
City of Oregon City  
320 Warner-Milne Road  
Oregon City, Oregon 97045



Corporate Acknowledgement  
STATE OF OREGON )  
 ) .SS  
\_\_\_\_\_ )

Personally appeared \_\_\_\_\_  
and \_\_\_\_\_  
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  
\_\_\_\_\_ a corporation, and  
that the seal affixed to the  
foregoing instrument was signed and  
sealed 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:

NOTARY PUBLIC FOR OREGON

My Commission Expires: \_\_\_\_\_

(OFFICIAL SEAL)

Space Reserved for  
County Record's Office

Personal Acknowledgement

GAYLORD LAND SURVEYING  
15000 S.E. LINDEN LANE  
MILWAUKIE OREGON 97267  
(503) 654-1492

10 FT WATER LINE EASEMENT

AN EASEMENT FOR WATER LINE PURPOSES, 10 FEET IN WIDTH, AS MEASURED AT RIGHT ANGLES, BEING A PORTION OF LOT 3, MT. PLEASANT HEIGHTS IN THE SOUTHEAST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SECTION 6, T3S, R2E, W.M., CLACKAMAS COUNTY, OREGON, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT WHICH BEARS S 11-30'00" E 110.00 FEET AND N 78-29'30" E 25.00 FEET FROM THE NORTHWEST CORNER OF LOT 3, MT. PLEASANT HEIGHTS. FROM THE POINT OF BEGINNING THENCE PARALLEL WITH THE NORTH LINE OF LOT 3, N 78-29'30" E ALONG THE CENTERLINE OF THE SAID EASEMENT, 213.71 FEET MORE OR LESS TO A POINT ON THE WESTERLY LINE OF THAT TRACT AS CONVEYED TO CLACKAMAS COUNTY HOUSING AUTHORITY BY DEED RECORDED AS FEE NO. 89-51628, CLACKAMAS COUNTY DEED RECORDS, AND THE TERMINATION OF THE EASEMENT HEREIN DESCRIBED.

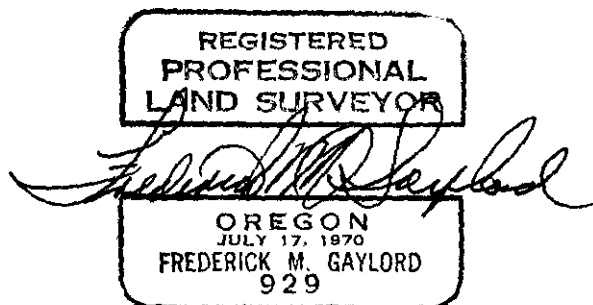


EXHIBIT "A"

4

# LEDGEND

- BOUNDARY \_\_\_\_\_
- EASEMENT \_\_\_\_\_
- SEWER LINE \_\_\_\_\_
- CENTER OF DRAINAGE DITCH \_\_\_\_\_
- = 1/2" IRON ROD FOUND FROM P.S. 10947
- ⊙ = EXISTING SANITARY SEWER MANHOLE
- ☆ = SEWER CLEANOUT

RTHWEST CORNER  
T 3 MT. PLEASANT  
GHTS

5'29'30" E  
25.00'  
S 11°30'00" E 105.00'  
171 AND ROAD (COUNTY ROAD NO. 342)

N 78°29'30" E  
10 FOOT WATERLINE EASEMENT  
25 FOOT PUBLIC ACCESS EASEMENT  
S 78°29'30" W MEASURED  
TAX LOT 1100

213.63'  
213.57'

10' 15'

S 11°30'00" E

25.00'  
N 78°29'30" E  
S 11°30'00" E  
105.00'  
25 FOOT ACCESS  
40.00'  
12.50'  
12.50'  
N 11°30'00" W  
27.50'  
S 78°29'30" W  
25.00'

PUBLIC EASEMENT

80.00'

EXHIBIT "B"

5

TC

SP-90-42

## AGREEMENT FOR EASEMENT

Tax Lot 1100 & 1302  
3S-2E-6DD

THIS AGREEMENT, Made and entered into this ..... day of ....., 19.....,  
by and between Bernard L. Hindman and Gina M. Hindman  
hereinafter called the first party, and the City of Oregon City  
....., hereinafter called the second party;

## WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in.....  
County, State of Oregon, to-wit:

That certain tract of land conveyed to Bernard L. Hindman and Gina M. Hindman  
by deed recorded under film jacket number 84-00148, Clackamas County Records.

and has the unrestricted right to grant the easement hereinafter described relative to said real estate;

NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the second  
party to the first party paid and other valuable considerations, the receipt of all of which hereby is acknowl-  
edged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party

A permanent easement for the purpose of Fire Department access on the following  
described land:

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

(Insert here a full description of the nature and type of the easement granted to the second party.)

The second party shall have all rights of ingress and egress to and from said real estate (including the  
right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging  
branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of  
the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above de-  
scribed real estate.

The second party hereby agrees to hold and save the first party harmless from any and all claims of  
third parties arising from second party's use of the rights herein granted.

The easement described above shall continue for a period of indefinite....., always subject,  
however, to the following specific conditions, restrictions and considerations:

None

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If this easement is for a right of way over or across first party's said real estate, the center line of said easement is described as follows:

Not applicable

and second party's right of way shall be parallel with said center line and not more than ..... feet distant from either side thereof.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest as well.

In construing this agreement and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this, the day and year first hereinabove written.

*Bernard L. Hindman*  
*Gina M. Hindman*

(If the above named first party is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF OREGON, )  
County of Clackamas ) ss.  
....., 19.....

Personally appeared the above named Bernard L. Hindman and Gina M. Hindman and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL)

*Kathy K. Rock*  
Notary Public for Oregon

My commission expires:

10/13/91

STATE OF OREGON, County of ..... ) ss.  
....., 19.....

Personally appeared ..... and ..... 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

....., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed 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:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

### AGREEMENT FOR EASEMENT

BETWEEN

Bernard L. Hindman  
Gina M. Hindman

AND

City of Oreogn City

AFTER RECORDING RETURN TO

City Engineer  
City of Oregon City  
320 Warner-Milne Road  
Oregon City, Oregon 97045

STATE OF OREGON

ss.

County of .....

I certify that the within instrument was received for record on the ..... day of ....., 19....., at ..... o'clock ..... M., and recorded in book ..... on page ..... or as file/reel number ..... Record of ..... of said county.

Witness my hand and seal of County affixed.

Recording Officer

By ..... Deputy

SPACE RESERVED  
FOR  
RECORDER'S USE

1

GAYLORD LAND SURVEYING  
15000 S.E. LINDEN LANE  
MILWAUKIE OREGON 97267  
(503) 654-1492

25 FT PUBLIC ACCESS EASEMENT

A PUBLIC ACCESS EASEMENT, BEING A PORTION OF LOT 3, MT. PLEASANT HEIGHTS IN THE SOUTHEAST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SECTION 6, T3S, R2E, W.M., CLACKAMAS COUNTY, OREGON, THE PERIMETER OF WHICH IS DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT WHICH BEARS S 11-30'00" E 105.00 FEET AND N 78-29'30" E 25.00 FEET FROM THE NORTHWEST CORNER OF LOT 3, MT. PLEASANT HEIGHTS. FROM THE POINT OF BEGINNING THENCE PARALLEL WITH THE NORTH LINE OF LOT 3, N 78-29'30" E 213.71 FEET MORE OR LESS TO A POINT ON THE WESTERLY LINE OF THAT TRACT AS CONVEYED TO CLACKAMAS COUNTY HOUSING AUTHORITY BY DEED RECORDED AS FEE NO. 89-51628, CLACKAMAS COUNTY DEED RECORDS, THENCE S 11-30'00" E 12.50 FEET ALONG THE SAID WESTERLY LINE TO THE SOUTHWESTERLY CORNER THEREOF; THENCE N 78-29'30" E 25.00 FEET TO A POINT; THENCE S 11-30'00" E 40.00 FEET TO A POINT; THENCE S 78-29'30" W 25.00 FEET TO A POINT; THENCE N 11-30'00" W 27.50 FEET TO A POINT; THENCE S 78-29'30" W, PARALLEL WITH AND 130.00 FEET SOUTHERLY, AS MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF THE SAID LOT 3, 213.71 FEET MORE OR LESS TO A POINT ON THE EASTERLY LINE OF COUNTY ROAD NO. 342 (LELAND ROAD). THENCE ALONG THE SAID EASTERLY LINE N 11-30'00" W 25.00 FEET TO THE POINT OF BEGINNING.

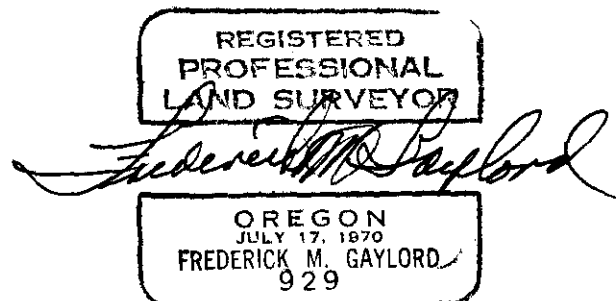


EXHIBIT "A"  
8





# CITY OF OREGON CITY

INCORPORATED 1844

## COMMISSION REPORT

TO THE HONORABLE MAYOR AND COMMISSIONERS

FOR AGENDA

DATED

December 4, 1991

Page 1 of 1

Subject: Public Utility Easement and  
Access Easement Acceptance  
Leland Road Group Home

Report No. 91-230

On the December 4, 1991 City Commission agenda are two public utility easements and two access easements for Commission acceptance. The easements are a requirement of approval for the Clackamas County Housing Authority Group Home on Leland Road. Attached are the easement documents for Commission review.

It is recommended that the City Commission adopt a motion to accept the public utility and access easements and authorize the Mayor and City Recorder to execute respectively.

CHARLES LEESON  
City Manager

JGB/im

cc - Development Services Director  
- John Hawthorne, Civil Engineer

# LEDGEND

- BOUNDARY \_\_\_\_\_
- EASEMENT \_\_\_\_\_
- SEWER LINE \_\_\_\_\_
- CENTER OF DRAINAGE DITCH \_\_\_\_\_
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RTHWEST CORNER  
T 3 MT. PLEASANT  
GHTS

AND ROAD (COUNTY ROAD NO. 342)

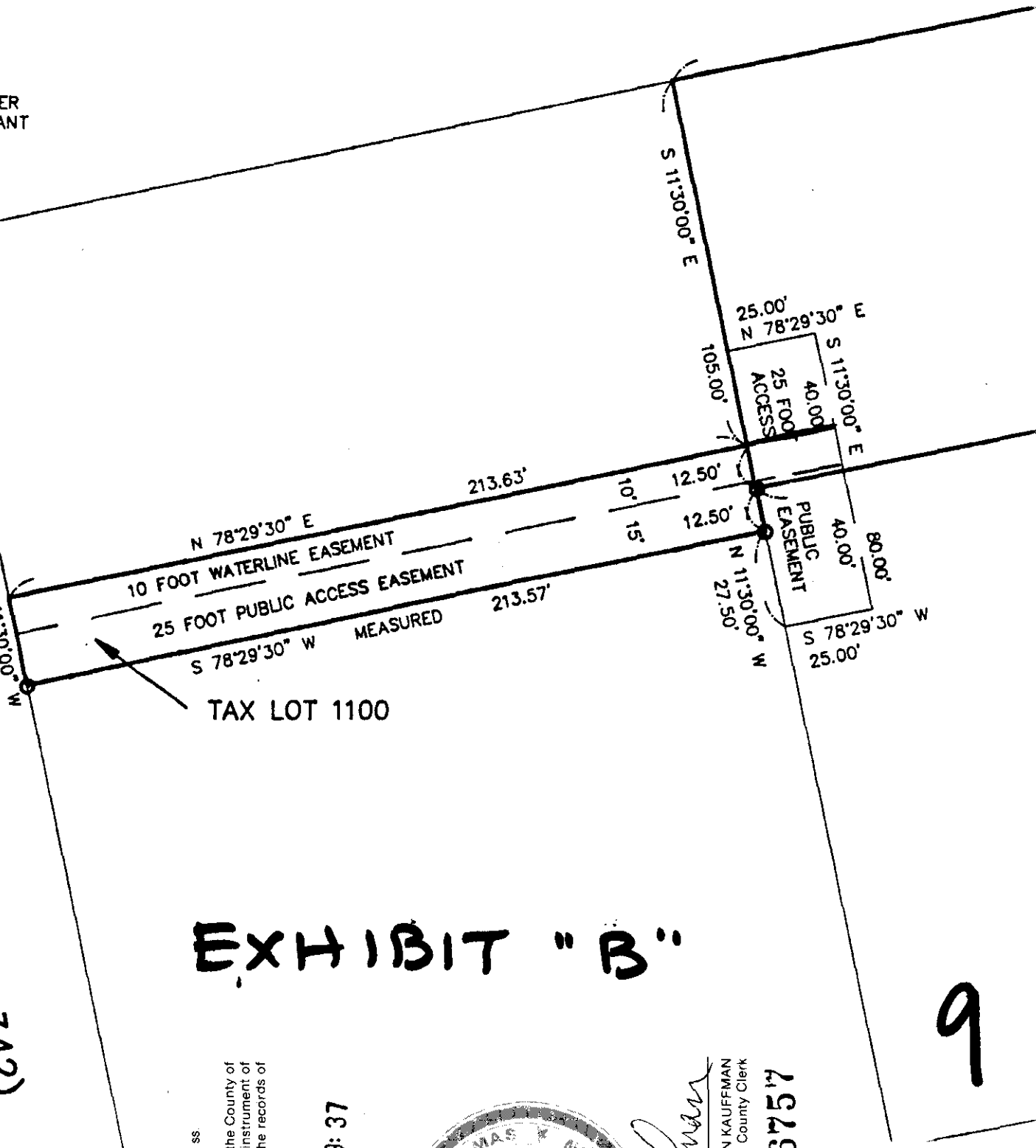
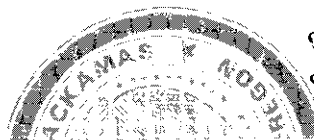


EXHIBIT "B"

ss {  
erk, for the County of  
hat the instrument of  
ing in the records of

AM 9:37



ed  
JOHN KAUFFMAN  
County Clerk

75299

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WATERLINE EASEMENT

Leland Road Group Home  
Bernard/Gina Hindman

1931

(30)

35-2E-600 1100,1302

Env. 428

DOG# 91-66757 (purple)

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