

CITY OF OREGON CITY, OREGON

PUBLIC UTILITY(S) EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT the Housing Authority of Clackamas County, 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 26th
day of Nov, 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

Signer's Name

Housing Authority of Clackamas County
Corporation/Partnership Name

Signer's Name, Title

Jay D. [Signature] Secretary/Treasurer
Signer's Name, Title

(If executed by a corporation
affix corporate seal)

Signer's Name, Title

Signer's Name, Title

2

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

Personally appeared the above
named _____ and
_____ and
acknowledged the foregoing
instrument to be _____
voluntary act and deed.

Before me:

NOTARY PUBLIC FOR OREGON

My Commission Expires: _____

(OFFICIAL SEAL)

Housing Authority of Clackamas County
13930 S. Gain
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.

Amiel W. Fowler

Mayor

Alan K. Ellison
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

Housing Authority of Clackamas County
(HACC)

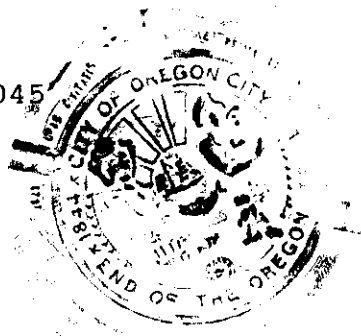
Personally appeared
_____ and GARY DiCenzo
who being duly sworn, each for
himself and not one for the other
did say that the former is the _____
_____ president and that the latter
is the current secretary of
HACC a corporation, and
that the seal affixed to the
foregoing instrument was signed and
sealed 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:

Kathy K. Rock
NOTARY PUBLIC FOR OREGON
My Commission Expires: 12/15/95

(OFFICIAL SEAL)

Space Reserved for
County Record's Office



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 ON THE WESTERLY LINE OF THAT TRACT OF LAND AS CONVEYED TO CLACKAMAS COUNTY HOUSING AUTHORITY BY DEED RECORDED AS FEE NO. 89-51628, CLACKAMAS COUNTY DEED RECORDS, WHICH BEARS S 11-30'00" E 110.00 FEET AND N 78-29'30" E 238.71 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, 25.00 FEET TO THE TERMINATION OF THE EASEMENT HEREIN DESCRIBED.

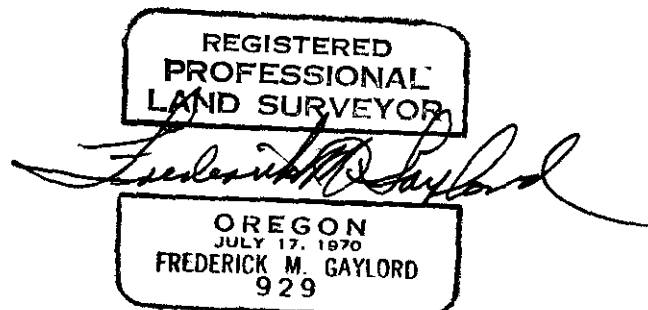


EXHIBIT "A"

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

3°29'30" E
25.00'

S 11°30'00" E 105.00'

S 11°30'00" E

25.00'
N 78°29'30" E

S 11°30'00" E

25 FOOT
ACCESS

40.00'

PUBLIC
EASEMENT

40.00'

S 78°29'30" W
25.00'

N 11°30'00" W
27.50'

N 78°29'30" E 213.63'

10 FOOT WATERLINE EASEMENT

10' 12.50'

25 FOOT PUBLIC ACCESS EASEMENT

15' 12.50'

S 78°29'30" W MEASURED 213.57'

TAX LOT 1100

EXHIBIT "B"

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AND ROAD (COUNTY ROAD NO. 342)

TC SP90-42

Tax Lot 1301

3S-2E-6DD



AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this day of, 19....., by and between the Housing Authority of Clackamas County..... 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 Housing Authority of Clackamas County by Deed recorded under film jacket number 89-51628, 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 acknowledged 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 purposes 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 described 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.

Gary D. Cenzo
Secretary / Treasurer

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

(ORS 93.490)

STATE OF OREGON,)
County of) ss.
Personally appeared the above named , 19.....

and acknowledged the foregoing instrument to be voluntary act and deed.

Before me:
(OFFICIAL SEAL)
Notary Public for Oregon
My commission expires:

STATE OF OREGON, County of Clackamas) ss.
November 26, 1991

Personally appeared Gary D. Cenzo and
who, being duly sworn,
each for himself and not one for the other, did say that the former is the
president and the latter is the
secretary of Housing Authority of Clackamas County, 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 that they both
acknowledged said instrument to be its voluntary act and deed.

Before me:
Hath K. Roch
Notary Public for Oregon
My commission expires: 12/13/91

AGREEMENT FOR EASEMENT

BETWEEN

Housing Authority of

Clackamas County

AND

City of Oregon City

AFTER RECORDING RETURN TO

STATE OF OREGON

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.

SPACE RESERVED
FOR
RECORDER'S USE

7

Recording Officer
By Deputy

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 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, WHICH BEARS S 11-30'00" E 105.00 FEET AND N 78-29'30" E 238.71 FEET FROM THE NORTHWEST CORNER OF LOT 3, MT. PLEASANT HEIGHTS. FROM THE POINT OF BEGINNING 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 N 11-30'00" W 40.00 FEET TO A POINT; THENCE S 78-29'30" W 25.00 FEET TO A POINT ON THE WESTERLY LINE OF THE HOUSING AUTHORITY TRACT; THENCE S 11-30'00" E 27.50 FEET ALONG THE SAID WESTERLY LINE TO THE POINT OF BEGINNING.

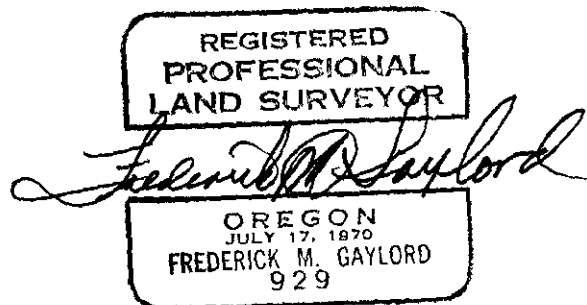


EXHIBIT "A"

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

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- EASEMENT
- SEWER LINE
- CENTER OF DRAINAGE DITCH
- = 1/2" IRON ROD FOUND FROM P.S. 10947
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AND ROAD (COUNTY ROAD NO. 342)

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N 78'29'30" E

213.63'

10 FOOT WATERLINE EASEMENT

25 FOOT PUBLIC ACCESS EASEMENT

S 78'29'30" W MEASURED 213.57'

TAX LOT 1100

S 11'30'00" E

25.00'

N 78'29'30" E

S 11'30'00" E
40.00'
25 FOOT
ACCESS

40.00'
PUBLIC
EASEMENT
80.00'

S 78'29'30" W

25.00'

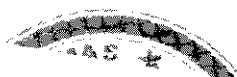
N 11'30'00" W
27.50'

EXHIBIT "B"

9

ss.
the County of
instrument of
he records of

37



FFMAN
y Clerk

99

WATERLINE EASEMENT

Leland Road Group Home
Cl. Col Housing Auth.

(29)

1991

35-2E-600 1301

Env. 426

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