

CITY OF OREGON CITY, OREGON

**PUBLIC UTILITY(S) EASEMENT
CORRECTION DOCUMENT**

The purpose of this document is to correct an error in the description of the sanitary sewer easement granted to the City of Oregon City by Fernwood Phase II Investors, Limited Partnership under Clackamas County recorder fee No. 91-04294.

KNOW ALL MEN BY THESE PRESENTS, THAT FERNWOOD PHASE II INVESTORS, LIMITED PARTNERSHIP, hereinafter called the GRANTOR, does 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 sanitary sewer 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.

The GRANTORS bargain, sell, convey, transfer and deliver unto CITY a temporary easement and right-of-way upon, across and under so much of the aforesaid land as described as:

See attached Exhibit "C" Legal Description and attached Exhibit "D" Sketch for Legal Description.

It being understood that said temporary easement is only for the original excavation and construction of said utility line and upon the completion of the construction thereof shall utterly cease and desist, save and except for that portion hereinbefore described as being a permanent easement.

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 24 day of October 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

Fernwood Phase II Investors
Corporation/Partnership Name

Signer's Name

X [Signature]
Douglas Edwards, General Partner

(if executed by a corporation
affix corporate seal

Signer's Name, Title

Signer's Name, Title

Personal Acknowledgment

STATE OF OREGON)

County of Clackamas)

Personally appeared the above
named Douglas Edwards
and acknowledged the foregoing
instrument to be his voluntary act and deed.

Before me:

NOTARY PUBLIC FOR OREGON

My Commission Expires: _____

(OFFICIAL SEAL)

Fernwood Phase II Investors

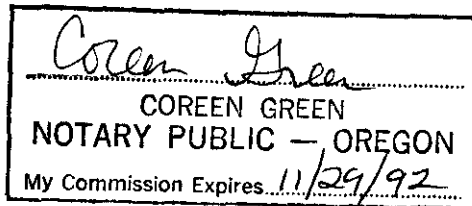
1530 S.W. Taylor

Portland, OR 97205

(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.

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, OR 97045



Corporate Acknowledgment

STATE OF OREGON)

County of _____)

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

EXHIBIT "A"

Utility Easement
Fernwood Phase III

A ten (10) foot wide easement for sanitary sewer purposes lying five (5) feet on either side of the following described centerline:

Part of the M.M. McCarver Donation Land Claim No. 40 in Section 5, Township 3 South, Range 2 East of the Willamette Meridian, Clackamas County, Oregon, being more particularly described as follows:

Beginning at the center of the Warner Parrot Co. Road No. 61, on the North line of said Donation Land Claim, 3.0 chains West of the Northeast corner of said Donation Land Claim which point is the Northwest corner of land owned by School District No. 62 of Clackamas County, Oregon; thence West in the center of said road 484.5 feet, more or less, to a point 292.0 feet East of the Northeast corner of a tract of land conveyed to Louis Zorza by C. R. Moe, in Book 243, page 373, Deed Records; thence South along the East line of a tract sold on Contract by C. R. Moe to Joe Tercek 775.00 feet; thence North 89 28'00" East parallel with Warner Parrott Co. Road, 4.00 feet to an iron rod; thence South 00 00' 23" East 82.73 feet; thence South 42 11'32" West 192.50 feet to the TRUE POINT OF BEGINNING; thence North 46 35'25" West 108.08 feet to a point; thence South 46 35'25" East 6 feet to a point; thence South 43 24'34" West 25 feet to the TERMINUS of this easement.



CITY OF OREGON CITY

INCORPORATED 1844

COMMISSION REPORT

FOR AGENDA

DATED

November 6, 1991

TO THE HONORABLE MAYOR AND COMMISSIONERS

Page Page 1 of 1

Subject: Public Utility Easement Correction
Acceptance - Fernwood Project

Report No. 91-208

On the November 6, 1991 City Commission agenda is a correction document to a public utility easement for Commission acceptance. The easement location was changed in order to extend sewer services to the Van Orman property. The new connection triggered the need for the sewer to line to become publicly owned and maintained thereby requiring public easement. A copy is attached for Commission review.

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

CHARLES LEESON
City Manager

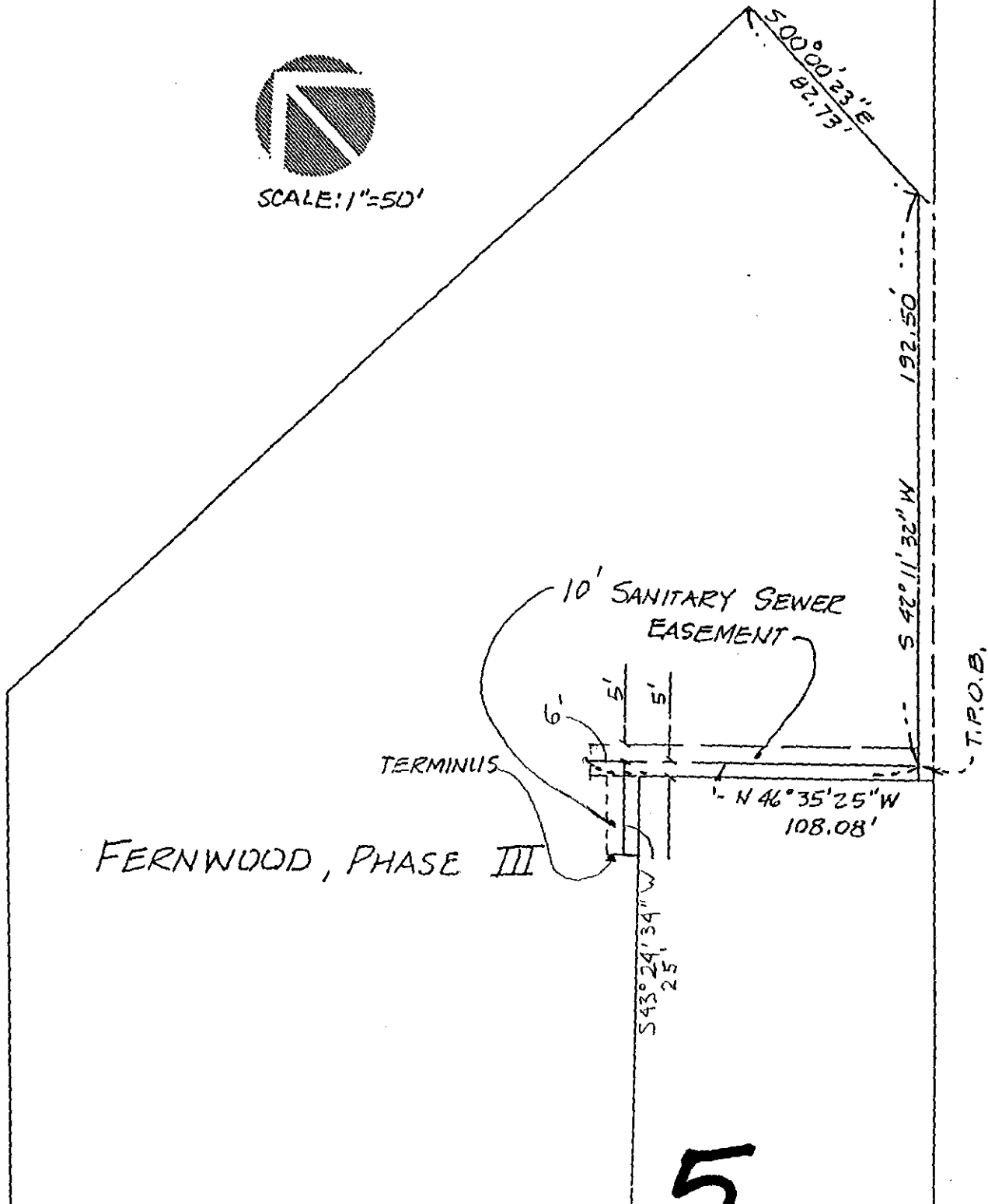
Attach.

cc: John G. Block, Development Services Director
John Hawthorne, Civil Engineer

EXHIBIT "B"



SCALE: 1"=50'



CENTRAL POINT RD. (MARKET ROAD No. 24)

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