

CITY OF OREGON CITY, OREGON

PUBLIC UTILITY(S) EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT David H. Wheeler, Sr. and Winifred L. Wheeler 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 Drains on the following described land:

An 8 foot strip of land situated in the Southwest quarter of Section 6, Township 3 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, being the Southerly 8.00 feet of that certain tract of land conveyed to David H. Wheeler, Sr., et ux., as recorded on March 31, 1987, under Recorder Fee No. 87-13908, Clackamas County Records.

See attached Exhibit "A" 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)

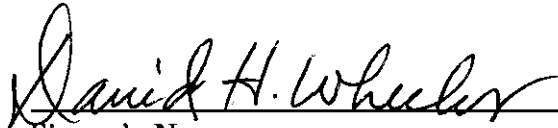
and that GRANTOR and their heirs and personal representatives shall warrant and forever defend the said premises and every part thereof to the CITY, its successors in interest and assigns against the lawful claims and demands of all persons claiming by, through, or under the GRANTOR.

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 ____day of _____, 19____; 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.

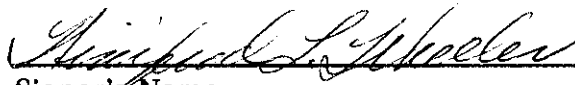
Individuals,
general partnerships

Corporation
limited partnership



Signer's Name

Corporation/Partnership Name



Signer's Name

Signer's Name, Title

(if executed by a corporation
affix corporate seal)

Signer's Name, Title

Signer's Name, Title

Personal Acknowledgment

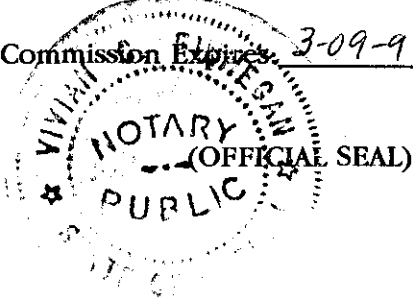
STATE OF OREGON)
County of Clackamas) ss.

Personally appeared the above named David H. Wheeler, Sr. and Winifred L. Wheeler and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Vivian D. Finnegan
NOTARY PUBLIC FOR OREGON

My Commission Expires 3-09-92



David H. Wheeler, Sr., et ux.
19536 S. Central Point 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.

Daniel W. Fowler
Mayor

Alan H. 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 _____) 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

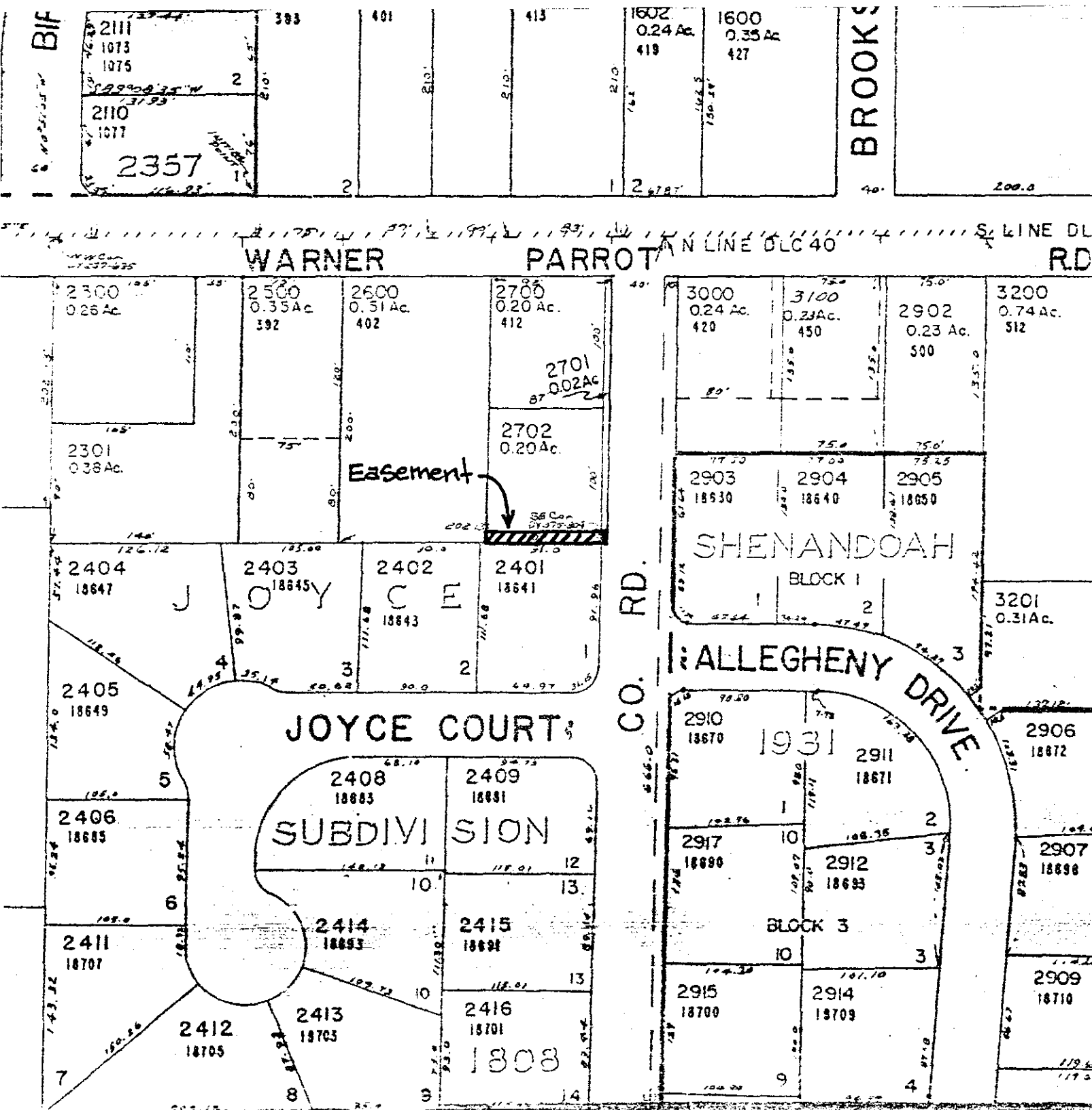
My Commission Expires: _____

(OFFICIAL SEAL)

Space reserved for County
Record's Office

Exhibit "A"

Sketch For Legal Description



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SS. the County of instrument of the records of

14



KAUFFMAN
County Clerk



CITY OF OREGON CITY

INCORPORATED 1844

COMMISSION REPORT

FOR AGENDA

DATED

September 18, 1991

TO THE HONORABLE MAYOR AND COMMISSIONERS

Page 1 of 1

Subject: Public Utility Easement Acceptance -
Shenandoah Drive, south of Warner Parrott Road

Report No. 91-171

In 1986, a minor partition to divide a parcel into two parcels was approved, subject to several conditions, including a utility easement for an existing storm drain at the southerly 8 feet of the property. This condition was overlooked until now; the property owners (David H. Wheeler, Sr. and Winifred L. Wheeler) are in the process of selling their property and a building permit is requested for a new residence on the southerly parcel. Prior to issuance of the permit, all conditions of the minor partition must be met.

Attached is the public utility easement document, which has been signed by Mr. and Mrs. Wheeler. It is recommended the City Commission adopt a motion accepting the public utility easement and authorize the Mayor and City Recorder to execute respectively.

CHARLES LEESON
City Manager

cc: Development Services Director
Planning Division
David and Winifred Wheeler, 19536 S. Central Point Road, Oregon City

STORM DRAINAGE

1991 38

Shenandoah Drive Minor Partition

David/Winifred Wheeler

3-2E-6CA 2702

DOG# 91-50949

(purple)

| Pg | Item |
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| 1309 | 9 |

Env. 386