

25
CITY OF OREGON CITY, OREGON

PUBLIC UTILITY(S) EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT

Woolridge MILTON
Charles & Gloria

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 _____ 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 "A" Legal Description and attached Exhibit "B" 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 none, 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

those of public record

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 April, 1971; 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

Milton C. Woolridge
Signer's Name

Corporation/Partnership Name

Bernice J. Woolridge
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 Lincoln

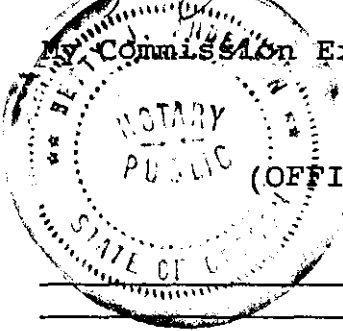
) ss.

Personally appeared the above
named MILTON C WOOLBRIDGE
GLORIA J WOOLBRIDGE and
acknowledged the foregoing
instrument to be THEIR
voluntary act and deed.

Before me:

[Signature]
NOTARY PUBLIC FOR OREGON

My Commission Expires: 2 10 94



(OFFICIAL SEAL)

(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.

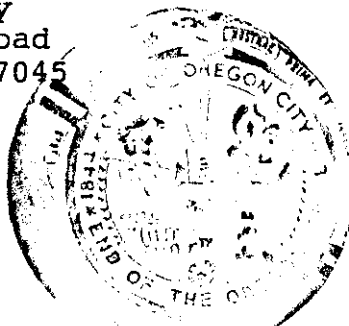
Daniel W. Fowle

Mayor

Stan K. Elliott
City Recorder

After Recording Return to:

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



3

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

3

STORM AND SANITARY SEWER EASEMENT

TAX LOT 3400 S3S 2E 6BB

EXHIBIT "A"



A strip of land across a portion of Lots 8, 9, and 10, of Tract 15 of "Hedges Addition to Oregon City - W.M. Ladd's Subdivision of Tracts 1-2-3-4-6-11-12-13-14 and 15. Situated in the Absalom Hedges D.L.C. No. 37 in the N.W. 1/4 Section 6, T. 3 S., R. 2 E., W.M., City of Oregon City, Clackamas County, Oregon. Said strip of land being 40.00 feet in width, 20 feet on each side of the following described center line:

Beginning at a point on the south line of said Lot 10, that is S. 85° 39' 23" W., along said south line, 133.94 feet from the southeast corner of Lot 10; thence N. 04° 12' 45" W., a distance of 300.00 feet, more or less to the north line of said Lot 8, said point being S. 85° 39' 32" W., a distance of 132.97 feet from the southeast corner of said Lot 8. The side lines of said easement to lengthen or shorten so as to terminate upon the proper boundaries.

This easement shall continue to be in existence only until the land in which it crosses becomes a platted subdivision either in part or in its entirety, at which time said easement shall be terminated.

The land contained in this description is 12,000 square feet, more or less.

The basis of bearings for this description is Record of Survey P.S. 24,056.

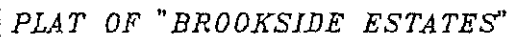
KAMPE ASSOCIATES 
CIVIL ENGINEERS
LAND SURVEYORS
 3681 S.W. CARMAN DRIVE
LAKE OSWEGO, OREGON 97035
(503) 635-6291

91-005 4/15/91

4

SHOWING PROPERTIES LOCATED IN LOTS 8 - 13,
OF TRACT 15 'HEDGES ADDITION TO OREGON CITY'
SITUATED IN THE HEDGES D.L.C. #37, IN THE N.W. 1/4 SEC. 6, T.3S., R.2E., W.M.
IN OREGON CITY, CLACKAMAS COUNTY, OREGON

BARKER AVE.



affixed
John Kauffman
JOHN KAUFFMAN
County Clerk

49913

KAMPE ASSOCIATES INC.
CIVIL ENGINEERS
LAND SURVEYORS
3681 S.W. CARMAN DRIVE
LAKE OSWEGO, OREGON 97035
(503) 635-8291

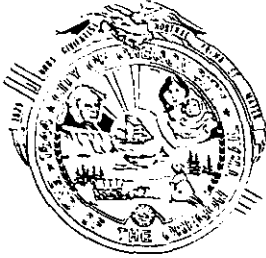
KA

PROJECT: 91-005
DATE: 3-29-91
SHEET: 1 OF 1

SCALE: 1" = 60'
DWN BY: S.R.O.
CKD BY:

5

County Clerk, for the County of
 certify that the instrument of
 recording in the records of



CITY OF OREGON CITY

INCORPORATED 1844

COMMISSION REPORT

FOR AGENDA

DATED

August 7, 1991

TO THE HONORABLE MAYOR AND COMMISSIONERS

Page 1 of 1

Subject: Public Utility Easement Acceptance
Brookside Estates TP90-04

Report No. 91-138

On the August 7, 1991 City Commission agenda are two (2) public utility easements for the Brookside Estates subdivision for Commission acceptance.

The easements cover the off-site storm drainage and sanitary sewer facilities being transferred to the City for operation and maintenance. Attached are the easement documents for Commission review.

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

CHARLES LEESON
City Manager

JGB/im

attach.

cc - Development Services Director
- John Hawthorne, Civil Engineer

STORM AND SEWER EASEMENT

1391

Brooksite Estates

Woolridge

112

3-2E-4BB 3400

Superseded by
Brooksite Estates #2

DOC# 91-49913

pg 1108 ITEM 4b