

CITY OF OREGON CITY, OREGON
PUBLIC UTILITY(S) EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT

Kenneth Hood

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 and Sanitary facilities 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

except 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 16th day of April, 1994; 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 Kenneth Hood and
acknowledged the foregoing
instrument to be a
voluntary act and deed.

Before me:

Barbara Jean Hood
NOTARY PUBLIC FOR OREGON

My Commission Expires: Nov. 23, 1993

(OFFICIAL SEAL)

16740 N.E. Vineyard
Melwaukie, Or
97267
(Grantor's Name and Address)

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

(Grantee's Name and Address)

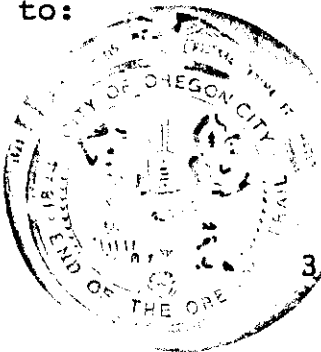
Accepted on behalf of the City of
Oregon City on the condition that
the easement granted is free and
clear from taxes, liens and
encumbrances.

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 _____) 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 3300 3S 2E 6BB

EXHIBIT "A"



A strip of land across a portion of Lots 11 and 12, 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 variable in width with the center line being more particularly described as follows:

Beginning at a point on the south line of said Lot 12, that is S. 85° 38' 48" W., along said south line, 105.39 feet from the southeast corner of Lot 12; thence N. 14° 47' 27" W. (The easement being 35-feet wide, 17.5 feet on each side of center line), a distance of 158.99 feet to an angle point; thence N. 04° 12' 45" W. (The easement becoming 40-feet wide, 20 feet on each side of center line, from said angle point), a distance of 43.60 feet, more or less, to the north line of said Lot 11, said point being S. 85° 39' 23" W., a distance of 133.94 feet from the southeast corner of said Lot 11. 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 7,308 square feet, more or less.

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

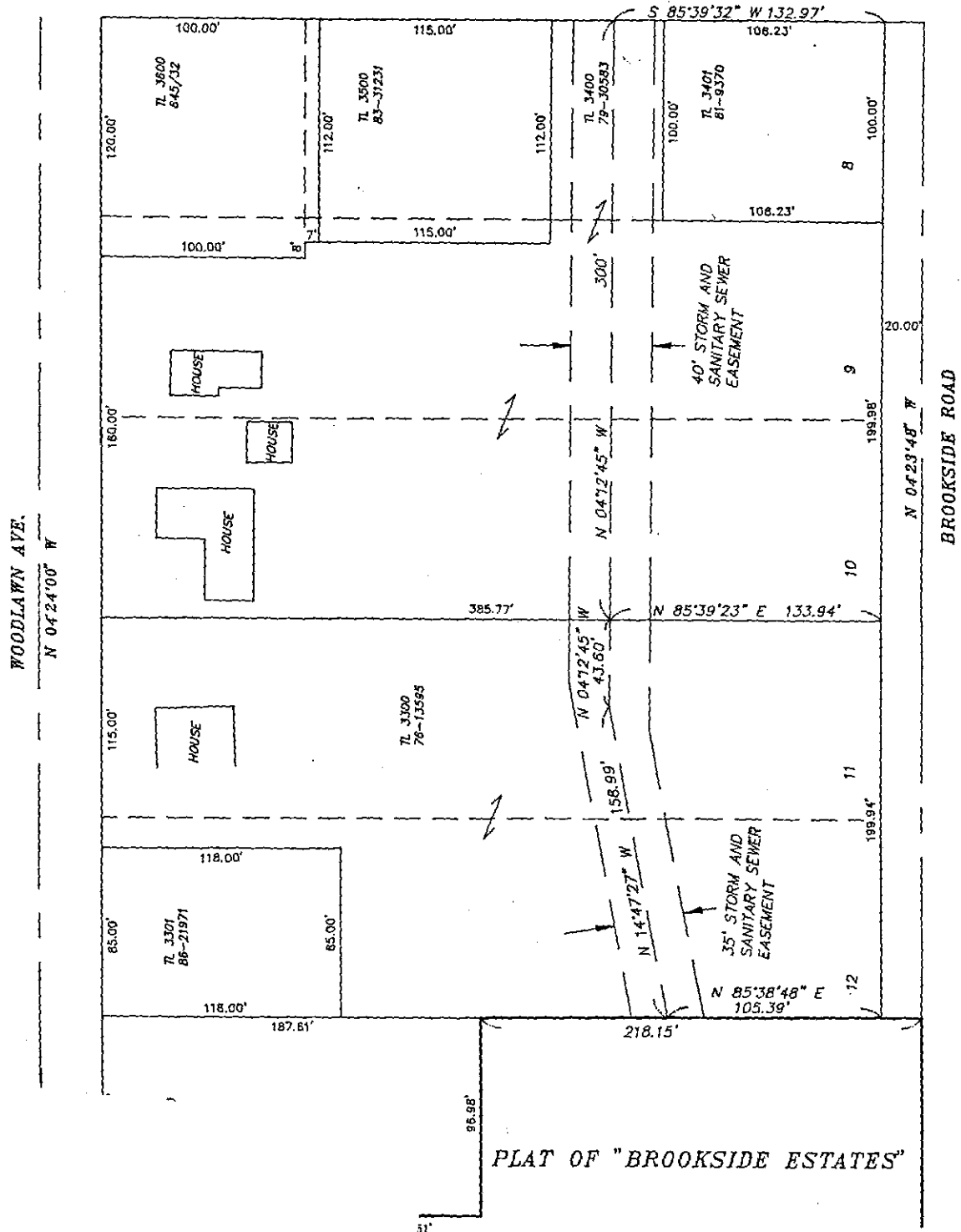
KAMPE ASSOCIATES 
CIVIL ENGINEERS
LAND SURVEYORS
 3681 S.W. CARMAN DRIVE
LAKE OSWEGO, OREGON 97035
(503) 635-6291

91-005 4/15/91

PROPERTY SKETCH
 SHOWING PROPERTIES LOCATED IN LOTS 8 - 12,
 OF TRACT 15 "HEDGES ADDITION TO OREGON CITY"
 SITUATED IN THE HEDGES D.L.C. #37, IN THE N.W. 1/4 SEC. 8, T.3S., R.2E., W.M.
 IN OREGON CITY, CLACKAMAS COUNTY, OREGON

EXHIBIT "B"

BARKER AVE.



PLAT OF "BROOKSIDE ESTATES"

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

KA

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

SCALE: 1" = 80'
 DWN BY: S.R.O.
 CKD BY:



CITY OF OREGON CITY

INCORPORATED 1844

COMMISSION REPORT

TO THE HONORABLE MAYOR AND COMMISSIONERS

FOR AGENDA

DATED

August 7, 1991

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

1991

Brooksite Estates

Kenneth Hood

111

3-2E-6BB 3300



(purple)

Superseded by sub-division
Brooksite Estates No. 2

DOC# 91-49912

pg 1108 ITEM #4
1208 ITEM #3