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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 water line easement granted to the City of Oregon City by Fernwood Phase II Investors, Limited Partnership under Clackamas County Recorders Fee No. 91-04295.

KNOW ALL MEN BY THESE PRESENTS, THAT Fernwood Phase II Investors, Limited Partnership, 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 i 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 29th day of April, 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.

Corporation,
limited partnership

Corporation
limited partnership

Fernwood Phase II Investors
Corporation/Partnership Name

Corporation/Partnership Name

X
Douglas Edwards, General Partner
Signer's Name, Title

Signer's Name, Title


Signer's Name, Title

Signer's Name, Title

Signer's Name, Title

Signer's Name, Title

(if executed by a corporation
affix corporate seal)

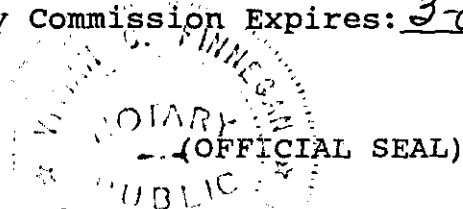
Personal Acknowledgment
STATE OF OREGON)
County of Clackamas) ss.

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

Before me:

William G. Finnegan
NOTARY PUBLIC FOR OREGON

My Commission Expires: 3-09-92



Fernwood Phase II Investors
1530 S.W. Taylor
Portland, Oregon 97205
(Grantor's Name and Address)

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

(Grantee's Name and Address)

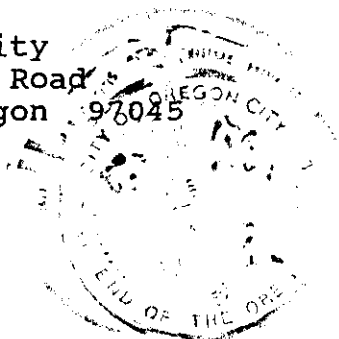
Accepted on behalf of the City of
Oregon City on the condition that
the easement granted is free and
clear from taxes, liens and
encumbrances.

Daniel W. Fowler
Mayor

Paul K. Elliott
City Recorder

After Recording Return to:

City Engineer
City of Oregon City
320 Warner-Milne Road
Oregon City, Oregon 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 Trace
Development Corp. 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
Records Office

EXHIBIT "A"

**Public Utility Easements
Fernwood Phase III**

A ten (10) foot-wide easement for waterline purposes located in 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, said easement lying five (5) feet on either side of the following described centerline:

Waterline Easement A

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 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 20.30 feet to the TRUE POINT OF BEGINNING of this Easement A; thence North 49°08'25" West 78.29 feet; thence South 89°28'00" West 101.30 feet to a point A-1, being the POINT OF BEGINNING for waterline Easement A-1; thence continuing South 89°28'00" West 131.00 feet; thence South 00°32'00" East 99.10 feet; thence North 89°28'00" East 20.00 feet to point A-2, being the POINT OF BEGINNING for Waterline Easement A-2; thence continuing North 89°28'00" East 89.35 feet; thence South 46°35'25" East 101.37 feet to the POINT OF TERMINUS of this Waterline Easement A, said point bears South 42°11'32" West 160.20 feet from the TRUE POINT OF BEGINNING.

Waterline Easement A-1

Beginning at Point A-1; thence North 00°32'00" West 20.00 feet to the POINT OF TERMINUS.

Waterline Easement A-1

Beginning at Point A-2; thence South 00°32'00" East 13.50 feet to the POINT OF TERMINUS.

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CITY OF OREGON CITY

INCORPORATED 1844

COMMISSION REPORT

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FOR AGENDA

DATED

May 15, 1991

TO THE HONORABLE MAYOR AND COMMISSIONERS

Page 1 of 1

Subject: Public Utility Correction Easement
Acceptance - Fernwood Apartment Project

Report No. 91-75

On the May 15, 1991 City Commission agenda is a correction to the public utility easement for the Fernwood Apartment project for Commission acceptance. The correction is necessary because during the as-built survey it was noticed that the water line was not constructed in the original easement location. A copy of the correction easement is attached for Commission review.

It is recommended the City Commission adopt a motion accepting the corrected easement and authorize the Mayor and City Recorder to execute respectively. Following execution the easement will be recorded in Clackamas County deed records.

CHARLES LEESON
City Manager

JGB/im

attach.

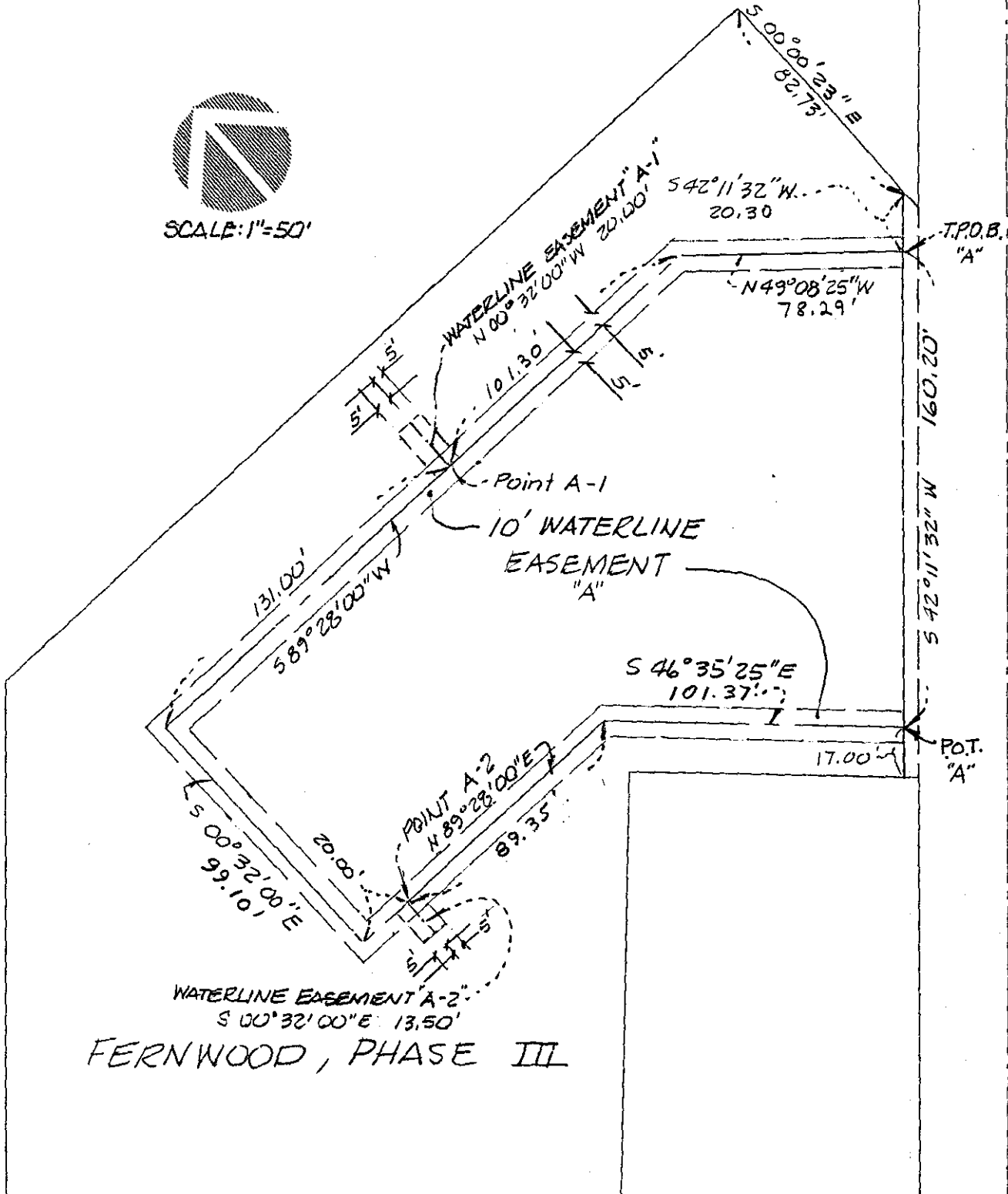
cc - Development Services Director
- John Hawthorne, Civil Engineer

EXHIBIT "B"

WATERLINE EASEMENTS 'A', 'A-1' & 'A-2'



SCALE: 1"=50'



FERNWOOD, PHASE III

REVISED 4-12-91

WATERLINE EASEMENT

1991

Fernwood Investors

Fernwood Development Phase III

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3-2E-6DB 2100

Env. 401

DOC# 91-04295

91-27344

(PURPLE)

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