

25'  
CITY OF OREGON CITY, OREGON

PUBLIC UTILITY(S) EASEMENT

(CORRECTION EASEMENT)

KNOW ALL MEN BY THESE PRESENTS, THAT Health Resources Inc.

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.

The true consideration of this conveyance is one dollar, the receipt of which is hereby acknowledged by GRANTOR.

The purpose of this easement is to correct the location of the easement grant to the City by the GRANTOR in Public Utility Easement recorded under Recorder's Fee No. 90-09574. The location in this easement reflects the as-constructed location.

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

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 30 day of August, 1990; 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

Health Resources, Inc.  
\_\_\_\_\_  
Corporation/Partnership Name

\_\_\_\_\_  
Signer's Name

Sharon Gitt, V.P. Finance  
\_\_\_\_\_  
Signer's Name, Title  
Sharon Gitt

(if executed by a corporation  
affix corporate seal)

\_\_\_\_\_  
Signer's Name, Title

\_\_\_\_\_  
Signer's Name, Title



*[Handwritten signature]*

Personal Acknowledgment  
STATE OF OREGON )  
County of \_\_\_\_\_ ) ss.

Personally appeared the above  
named \_\_\_\_\_ and  
acknowledged the foregoing  
instrument to be \_\_\_\_\_  
voluntary act and deed.

Before me:

NOTARY PUBLIC FOR OREGON

My Commission Expires: \_\_\_\_\_

(OFFICIAL SEAL)

Health Resources, Inc.  
P. O. Box 987  
Tualatin, Oregon 97062

(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.

David R. Spear  
Mayor

John H. 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 Washington ) ss.

Personally appeared Sharon Gitt  
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 Office Manager secretary of \_\_\_\_\_  
Health Resources, Inc. 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:

Paula L. Gault  
NOTARY PUBLIC FOR OREGON

My Commission Expires: 4-23-90

(OFFICIAL SEAL)

Space reserved for County  
Record's Office

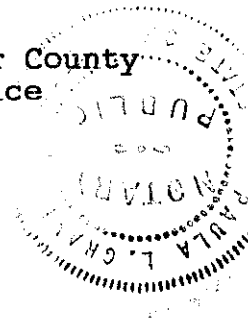


EXHIBIT "A"

LEGAL DESCRIPTION FOR WATERLINE EASEMENT

A ten foot strip of land situated in the Northwest quarter of Section 8, Township 3 South, Range 2 East of the Willamette Meridian, Clackamas County, State of Oregon, being 5 feet on each side of the centerline of an as constructed waterline being more particularly described as follows:

COMMENCING at the intersection of the Northwesterly line of Gaffney Lane (40 feet wide) and the Southwesterly line of Molalla Avenue (60 feet wide); THENCE S.  $39^{\circ} 22'$  30 W. along the Northwesterly line of said Gaffney Lane a distance of 604.44 feet to a point 10 feet Northeasterly of the Southwesterly line of that certain tract of land conveyed to Development Enterprises, Inc., by deed recorded under Recorder's Fee No. 88-04780 and the POINT OF BEGINNING of the centerline herein to be described; THENCE N.  $40^{\circ}$  W. a distance of 12 feet; THENCE N.  $5^{\circ}$  E. a distance of 39 feet; THENCE N.  $40^{\circ}$  W. a distance of 260 feet; THENCE S.  $50^{\circ}$  W. a distance of 10 feet to the terminus of said centerline.

4



**CITY OF OREGON CITY**

INCORPORATED 1844

FOR AGENDA  
DATED

September 19, 1990

## COMMISSION REPORT

Page 1 of 1

TO THE HONORABLE MAYOR AND COMMISSIONERS

**Subject: Public Utility Easement Acceptance  
Camlu Development**

**Report No. 90-230**

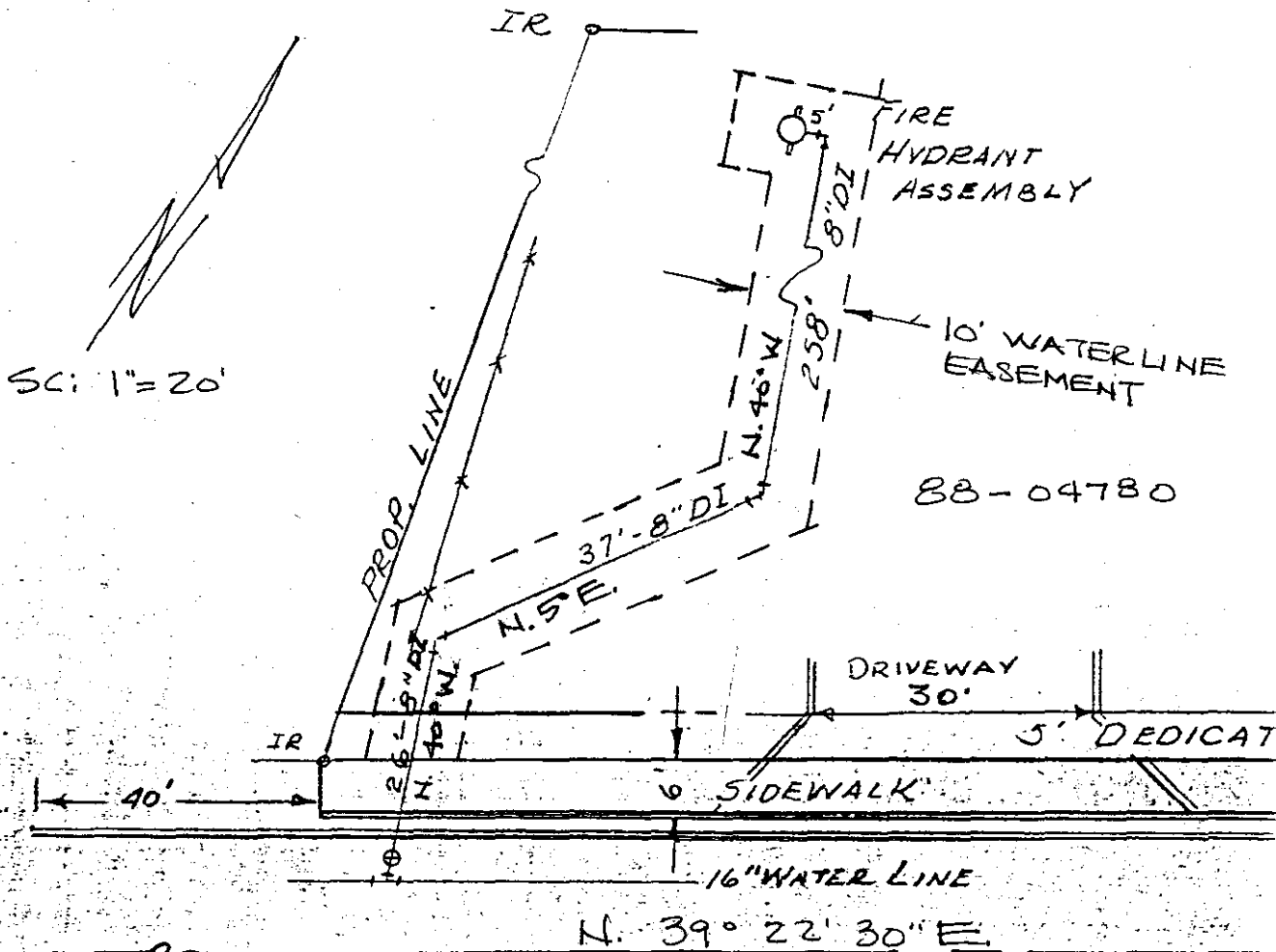
On the September 19, 1990, City Commission agenda is a correction easement for a waterline on the Camlu expansion project for Commission acceptance. The waterline had to be relocated constituting a change in the location of the public utility easement description.

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

**CHARLES LEESON**  
Interim City Manager

attach.

**cc: Development Services Director  
John Hawthorne, Civil Engineer**



2 MON. BOX  
INTX. BERTA DR  
Per P.S. 20 410

210 ±  
TL 800

# EXHIBIT "B"

SKETCH FOR LEGAL DESCRIPTION  
CAMLU EXPANSION WATERLINE  
EASEMENT

WATER LINE EASEMENT

1990

(23)

Health Resources Inc.  
TL 102, 3-2E-8A

3-2E-8A 102



(PURDUE)

Envelope 1 of 2

DOC# 90-50252

90-09574

Pg	Item
154	9

env#  
470