2300 3-2E-7E

CITY OF OREGON CITY, OREGON

PUBLIC UTILITY(S) EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT <u>Fredrick Dolsen and</u> <u>Nora Stevens, husband and wife</u> 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 <u>a sanitary sewer pump station</u> 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.

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. This easement is for the first and second stages of development of the "B" basin in the CITY's Sanitary Master Plan. The final stage will involve construction of a larger pump station at another location, and abandonment of this pump station. When this pump station is abandoned and no longer needed, then this easement will be terminated. When the City abandons this pump station site it will remove the pumps and controls, backfill the wet well and pay for any costs involved in abandonment.

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 \$312.80, 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

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  $207^{4}$  day of 0.5, 0

<u>Individuals,</u> <u>general partnerships</u>

Sudial All

<u>Corporation</u> <u>limited partnership</u>

Signer's Name (Fredrick Dolsen)

Signer's Name (Nora Stevens)

(if executed by a corporation affix corporate seal)

Corporation/Partnership Name

Signer's Name, Title

Signer's Name, Title

Signer's Name, Title

2

Personal Acknowledgment City of Oregon City 320 Warner-Milne Road STATE OF OREGON Oregon City, Or. 97045 SS. County of <u>Clackamas</u> (Grantee's Name and Address) Personally appeared the above Accepted on behalf of the City of named Fredrick Dolsen, husband of Oregon City on the condition that Nora Stevens, and the easement granted is free and acknowledged the foregoing clear from taxes, ligns and instrument to be encumbrances, his voluntary act and deed. Before me: örder OR OREGON Re 2: 2-09-92 My Commiss'i After Recording Return to: on Expires: City Engineer City of Oregon City CFFTCIAL SEAL) 320 Warner Milne Road Oregon City, OR 97045 Personal Acknowledgment STATE OF OREGON ss. multromal County\_of **Glackamag** A. 20, 1.9 Personally appeared the above named Not ar Stevens, wife of Frederick\_Dolson and acknowledged the foregoing instrument to be her Jebrah Burn voluntary ... act and deed. Before me: My Commission Exercise NOTARY PUBLIC FOR OREGON My Commission Expires: 6/26/92

## (OFFICIAL SEAL)

Fredrick Dolson & Nora Stevens 2690 Oxford Street West Linn, Oregon 97068

(Grantor's Name and Address)

1

3

Job. No. 2634.2 July 26, 1990

Easement Description Tax Lot 2300, 3-2E-7B) Sewer Pump Station Central Point/McCord Road Sanitary Sewer L.I.D.

EXHIBIT "A"

A portion of that tract of land described in deed to Frederick Dolsen and Nora Stevens, husband and wife, recorded August 5, 1985, Clackamas County Deed Record Fee No. 85-27045, located in the Northwest-quarter of Section 7, T. 3S., R. 2E., W. M., Clackamas County, Oregon, and described as follows:

COMMENCING at a stone inscribed with an "x" in the centerline of Pease Road (County No. 374½) at the most easterly corner of said Dolsen-Stevens tract and running thence along said centerline South 42° 07' West 40 feet to the TRUE POINT OF BEGINNING; THENCE from said Point-of-Beginning the boundary of the area to be described runs North 47° 55' West 43 feet; THENCE South 42° 07' West 34 feet; THENCE South 47° 55' East 43 feet to said centerline; THENCE North 42° 07'East 34 feet to the Point of Beginning.

TOGETHER with a Temporary Construction Easement more particularly described as follows:

Beginning at a stone inscribed with an "x" in the centerline of Pease Road (County No. 374½) at the most easterly corner of said Dolsen-Stevens tract; THENCE Northwesterly along the Northeasterly line of said Dolsen-Stevens tract a distance of 70.00 feet; THENCE Southwesterly parallel with Pease Road a distance of 100 feet; THENCE Southeasterly parallel with the Northeasterly line of said Dolsen-Stevens tract a distance of 70.00 feet to the centerline of Pease Road; THENCE Northeasterly a distance of 100.00 feet to the Point of Beginning.



FOR AGENDA DATED

Page\_\_\_1 of \_\_\_\_1

September 5, 1990

## **COMMISSION REPORT**

TO THE HONORABLE MAYOR AND COMMISSIONERS

INCORPORATED 1844

CITY OF OREGON CITY

## Subject: Public Utility Easement Acceptance Report No. 90-219 Fredrick Dolsen and Nora Stevens Central Point/McCord Sanitary Sewer Project

On the September 5, 1990 City Commission agenda is a public utility easement from Fredrick Dolsen and Nora Stevens for Commission acceptance. The easement is the pump station site for the Central Point/McCord Sanitary Sewer L.I.D. project.

Since this pump location is not the ultimate location; when the pump station is relocated in the future the easement will be vacated back to the property owner. Costs for the easement are charged to the project budget. Attached are the easement documents for Commission review.

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

CHARLES LEESON Interim City Manager

JGB:im

attach.

cc: Development Services Director John Hawthorne, Civil Engineer

TEMPS RACY CONSTRUCTION EASEMENT υ r r Ł SKETCH 3 2 CENTRAL PUMP mas 1 Π w , County Clerk, for the County of y certify that the instrument of or recording in the records of said 1 0 2 ដី C \*\* PH 1: 13 STATION L POINT tice 4 **1**74 mcCorep SITE a 0 seal af JOHN F. KAUFFMAN County Clerk Dex 30 DESCRIPTION SEVIER Ret 90 45598 Nost TRACT DOLSEN - STEVEND EASTERLY 85-270 45 5 1:50 COR.

SEWER PUMP STATION EASEMENT 1990 10 TL 2300 3-2E-7B Fredrick Dolsen and Nora Stevens 3-2E-7B 2300 DOG# 910-45598 pupple) pg ten 1609 Env# 452

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