

CITY OF OREGON CITY, OREGON

PUBLIC UTILITY(S) EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT Jon A. Lane and R. Gail Lane,  
husband and wife  
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 sanitary sewer 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 \$1,348.00, (one thousand  
three hundred forty-eight dollars and 00/100), 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 12<sup>th</sup> day of July, 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

x Jon A. Lane  
Signer's Name

\_\_\_\_\_  
Corporation/Partnership Name

x R. David Lane  
Signer's Name

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

(if executed by a corporation  
affix corporate seal)

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

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

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Personal Acknowledgment  
STATE OF OREGON

County of CLACKAMAS

ss.

Personally appeared the above  
named Jon A. Lane and R. Gail  
Lane and  
acknowledged the foregoing  
instrument to be their  
voluntary act and deed.

Before me:

William G. Finnegan  
NOTARY PUBLIC FOR OREGON

My Commission Expires: 3-09-92



Jon A. and R. Gail Lane  
18865 Highland Road  
Oregon City, Oregon 97045

(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

Jan K. Elliott  
City Recorder

After Recording Return to:

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

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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

EASEMENT DESCRIPTION  
LELAND ROAD SANITARY SEWER  
TAX LOT 1200 (3-2E-6DC)

EXHIBIT "A"

A strip of land, ten feet wide, in the Southeast-quarter of Section 6, T. 3 S., R. 2 E., W.M., Clackamas County, Oregon, crossing that tract of land described in deed to Jon A. Lane and R. Gail Lane, husband and wife, recorded October 29, 1987, Clackamas County Deed Deed Record Fee No. 87-49442, the centerline of which is described as follows:

Commencing at a stone inscribed with an "X" in a monument box at the Southwest corner of the William Holmes D.L.C. No. 38 and running thence, along the Northeast boundary of the S.S. White D.L.C. No. 41, S.  $11^{\circ} 40' 28''$  E., 1189.45 feet to the true point-of-beginning; thence from said point-of-beginning the easement centerline runs S.  $77^{\circ} 59' 52''$  W., 187.00 feet; thence N.  $45^{\circ} 53' 27''$  W., 175 feet, more or less, to the Northwesterly line of said Lane tract, and the terminus of said easement centerline.

Including a temporary easement for construction purposes lying 15 feet on the southerly side and 25 feet on the northerly side of the first segment of the centerline described, and 15 feet on the easterly side and 25 feet on the westerly side of the second segment of the centerline described; said temporary easement to automatically terminate upon completion of the sewer installation.

The bearings in this description are based on the map of survey number 20410 on file in the Clackamas County Surveyor's Office, and said map by reference is made a part hereof.

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**CITY OF OREGON CITY**

INCORPORATED 1844

## COMMISSION REPORT

21  
FOR AGENDA  
DATED

July 18, 1990

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TO THE HONORABLE MAYOR AND COMMISSIONERS

**Subject: Public Utility Easement Acceptance  
Jon and Gail Lane**

**Report No. 90-195**

On the July 18, 1990 City Commission agenda is a public utility easement for Commission acceptance from Jon and Gail Lane for the M-6 Sanitary Sewer project. The easement was necessary to allow an efficient extension of the Sanitary Sewer to the Mt. Pleasant Mobile Home Park. The easement cost of \$1,348.00 has been charged to the project account.

It is recommended that the City Commission adopt a motion accepting the public utility easement and authorizing the Mayor and City Recorder to execute respectively.

CHARLES LEESON  
Interim City Manager

JGB:im

attach.

cc: Development Services Director  
John Hawthorne, Civil Engineer

NO. 41

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R-10

12.85 CH  
S 51° 30' E 848.1'  
From S.W. Cor. D.C. 41

E LINE D.C. 41

MAP 3 2E 600

CO. RD. 342

62-20

40' TEMPORARY  
CONSTRUCTION  
EASEMENT  
10' SANITARY  
SEWER  
EASEMENT

205

(656.04)

500.0 To W. Line of R1

548.24

1200  
3.01 Ac.

350.0

250.0

2429'

100  
404 Ac.

S 47° 40' E 252.6'

129.0

S 48° E 577.02'

110.0  
1201  
0.51 Ac.  
200.0  
200.0

204'  
132°

1202  
3.48 Ac.

640.0 by deed

County of  
County of  
County of

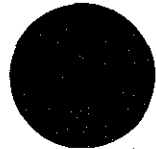
MAN  
Clerk

SEWER EASEMENT

TL 1200, 3-2E-6DC

Jon A/R, Gail Lane

1990 100



(purple)

3-2E-6DC 1200

Env. 419

DOC# 90-44244

pg	item
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1411	5