

25

(31)

CITY OF OREGON CITY, OREGON

PUBLIC UTILITY(S) EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT Standard Finance
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 storm drain 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 necessary to construct a storm line along Centerline II.

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 an existing building 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 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 \$1.00, 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

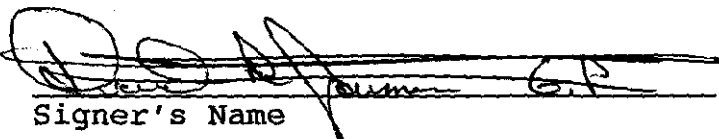
and that GRANTOR and their heirs and personal representatives shall warrant and forever defend the said premises and every part thereof to the CITY, its successors in interest and assigns against the lawful claims and demands of all persons claiming by, through, or under the GRANTOR.

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 11TH day of APR 4, 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

STANDARD FINANCE LTD

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 _____)
) 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)

STANDARD FINANCE LTD
DAVID R JARMAN G.P
101 S.W. MAIN SUITE 1010
PORTLAND, OR 97204
(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

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 MULTNOMAH)
) ss.

Personally appeared DAVID R.
JARMAN and _____
who being duly sworn, each for
himself and not one for the other
did say that the former is the G.P.
~~_____ president and that the latter is~~
~~the _____ secretary of~~
STANDARD FINANCE LTD 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:

Rachelle E. Roebuck
NOTARY PUBLIC FOR OREGON
NOTARY PUBLIC OREGON
My Commission Expires 9-16-92

(OFFICIAL SEAL)

Space reserved for County
Record's Office



3

LEGAL DESCRIPTION FOR

STORM DRAIN EASEMENT

Exhibit "A"

A ten foot strip of land being a portion of Lots 8 and 7, Block 19 of the duly recorded plat of "OREGON CITY" situated in the Southeast quarter of Section 30, Township 2 South, Range 2 East of the Willamette Meridian, Clackamas County, Oregon being 5.00 feet on each side of the following described centerlines:

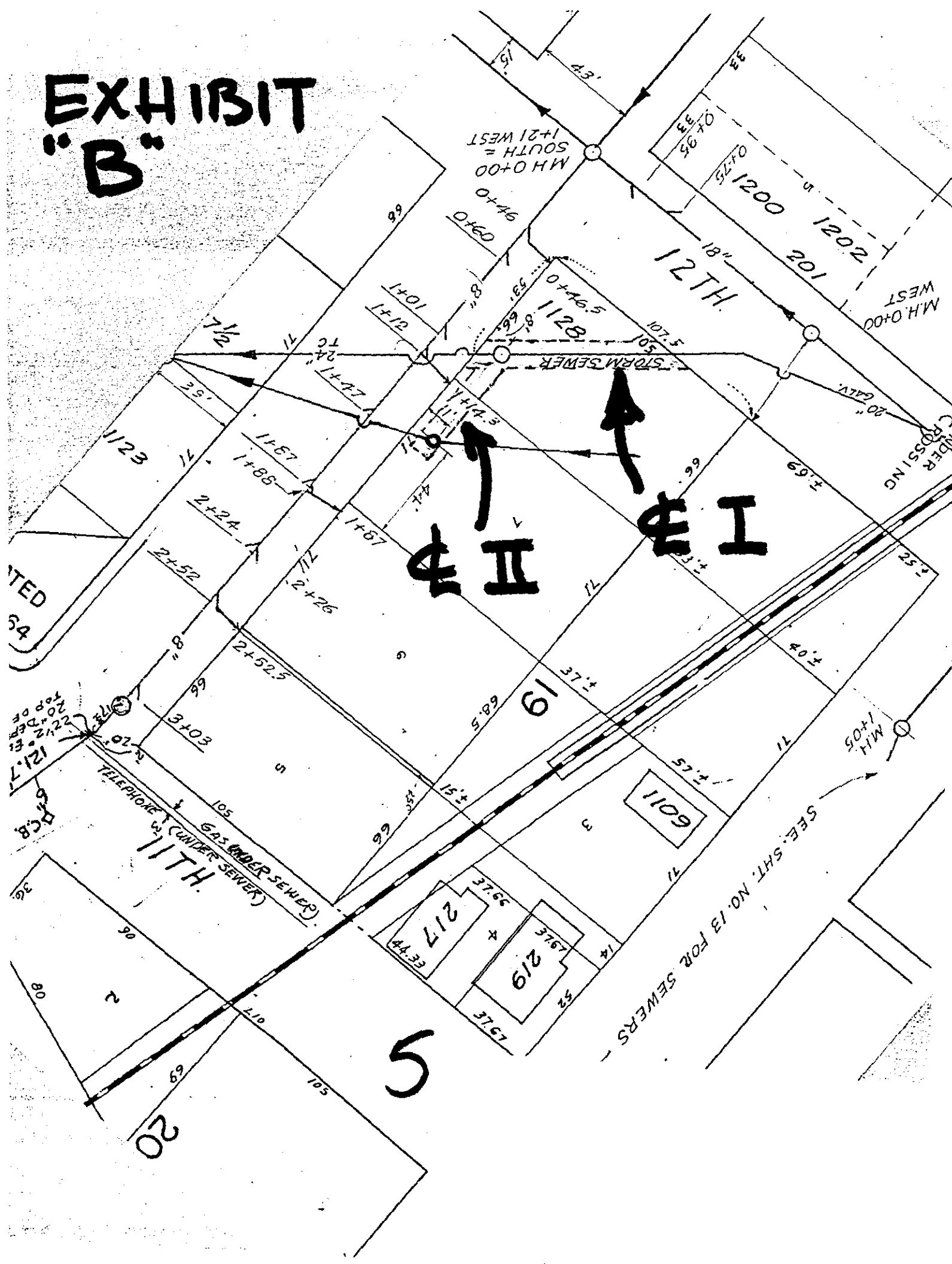
CENTERLINE I

COMMENCING at the most northerly corner of said Lot 8; THENCE Southwesterly along the Northwesterly line of said Lot 8 a distance of 53 feet to the centerline of an existing 24" storm line and the Point of Beginning of the centerline herein to be described; THENCE Northeasterly along the center line of said 24" storm line a distance of 10 feet to an existing manhole; THENCE continuing Northeasterly along said 24" storm line a distance of 73 feet, more or less, to a point in the Northeasterly line of said Lot 8, lying 64 feet from the most northerly corner of said Lot 8, and the terminus of said centerline.

CENTERLINE II

BEGINNING at the centerline of the manhole described in Centerline I; THENCE Southwesterly parallel with the Northwesterly line of said Lot 8 a distance of 45 feet to the terminus of said centerline.

EXHIBIT "B"





CITY OF OREGON CITY
INCORPORATED 1844

COMMISSION REPORT

TO THE HONORABLE MAYOR AND COMMISSIONERS

13
FOR AGENDA
DATED

May 2, 1990

Page 1 of 1

**Subject: Public Utility Easement Acceptance
Standard Finance Partnership**

Report No. 90-103

On the May 2, 1990 City Commission agenda is a public utility easement for a storm sewer that runs under the old Weiler Chevrolet Showroom. As the Commission recalls, the storm sewer had failed, broke a sewer line and needed emergency repair.

Staff researched the storm drain and when no easement was found contacted the ownership to provide an easement. Attached are the easement documents and map for Commission review.

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

CHARLES LEESON
Interim City Manager

JGB:im

attach.

cc: Development Services Director
John Hawthorne, Civil Engineer

STORM DRAIN EASEMENT

1390

(31)

Standard Finance

Lots 8 & 7, Block 19, Oregon City

2-2E-30DD 1128



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