

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 3rd day of JANUARY, 1989,
by and between KATHERINE L. SALISBURY
hereinafter called the first party, and CITY OF OREGON CITY
hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in CLACKAMAS
County, State of Oregon, to-wit:

TAX LOT 2201, Map 3 2E 60B

Property as described in recorders fee 88 10369

and has the unrestricted right to grant the easement hereinafter described relative to said real estate;

NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the second party to the first party paid and other valuable considerations, the receipt of all of which hereby is acknowledged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party

A fifteen foot wide utility easement with the center line starting at the center of Roundtree Drive at the northern boundary of the subject property; extending in a south westerly direction for 150' to a point 28' from the southeastern property line; then extending 115' in a westerly direction to the center of Roundtree Drive on the south western property line.

(Insert here a full description of the nature and type of the easement granted to the second party.)

The second party shall have all rights of ingress and egress to and from said real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

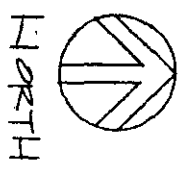
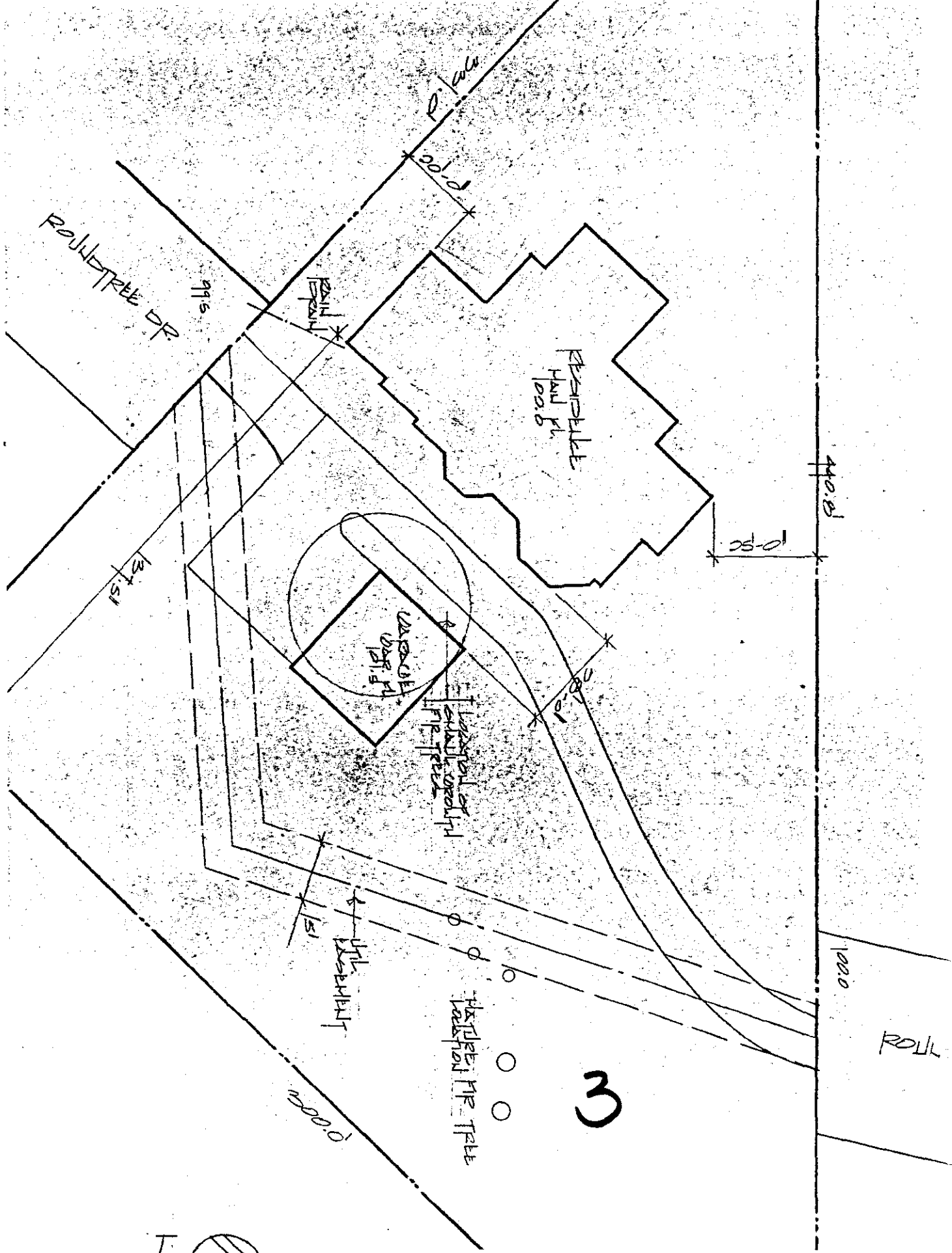
Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

The second party hereby agrees to hold and save the first party harmless from any and all claims of third parties arising from second party's use of the rights herein granted.

The easement described above shall continue for a period of perpetuity, always subject, however, to the following specific conditions, restrictions and considerations:

If the second party should utilize the easement to install or repair said utilities, second party agrees to restore property to a like condition before work was commenced entirely at the expense of the second party.

89 00828



SS

Record for the County of
at the instrument of
in the records of said

55

Ann
F. KAUFFMAN
County Clerk
00828

SALISBURY-Roundtree Drive

1989

(21)

3-2E-60B 2201

Env. 405

DOC# 89-00828

(PURPLE)

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