

25-1
Laurel Lane Sanitary
Sewer L.I.D. 88-1
3-2E-5BC, t.l. 8700

CITY OF OREGON CITY, OREGON

PUBLIC UTILITY(S) EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT Marion E. Bailey
and Dorothy M. Bailey, 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
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.

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 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 non-monetary and other
good and valuable consideration, 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 13 day of September, 1988; 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

Maurice E. Bailey
Signer's Name

Corporation/Partnership Name

Dorothy M. Bailey
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

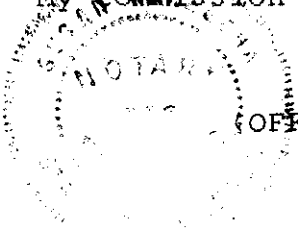
STATE OF OREGON)
) ss.
County of Multnomah)

Personally appeared the above
named Marion E. Bailey and
Dorothy M. Bailey and
acknowledged the foregoing
instrument to be their
voluntary act and deed.

Before me:

Susan Wangecha
NOTARY PUBLIC FOR OREGON

My Commission Expires: 12-20-91



(OFFICIAL SEAL)

Marion E. Bailey
4024 N.E. Couch
Portland, OR 97232
(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.

James M. Mitchell
Mayor

John K. Elliott
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)
) ss.
County of _____)

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.

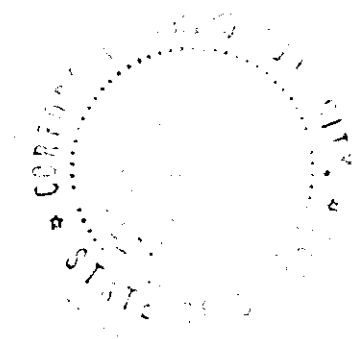
Before me:

NOTARY PUBLIC FOR OREGON

My Commission Expires: _____

(OFFICIAL SEAL)

Space reserved for County
Record's Office



#2442

8/24/88 WC

EASEMENT DESCRIPTION

SANITARY SEWER

TAX LOT 8700

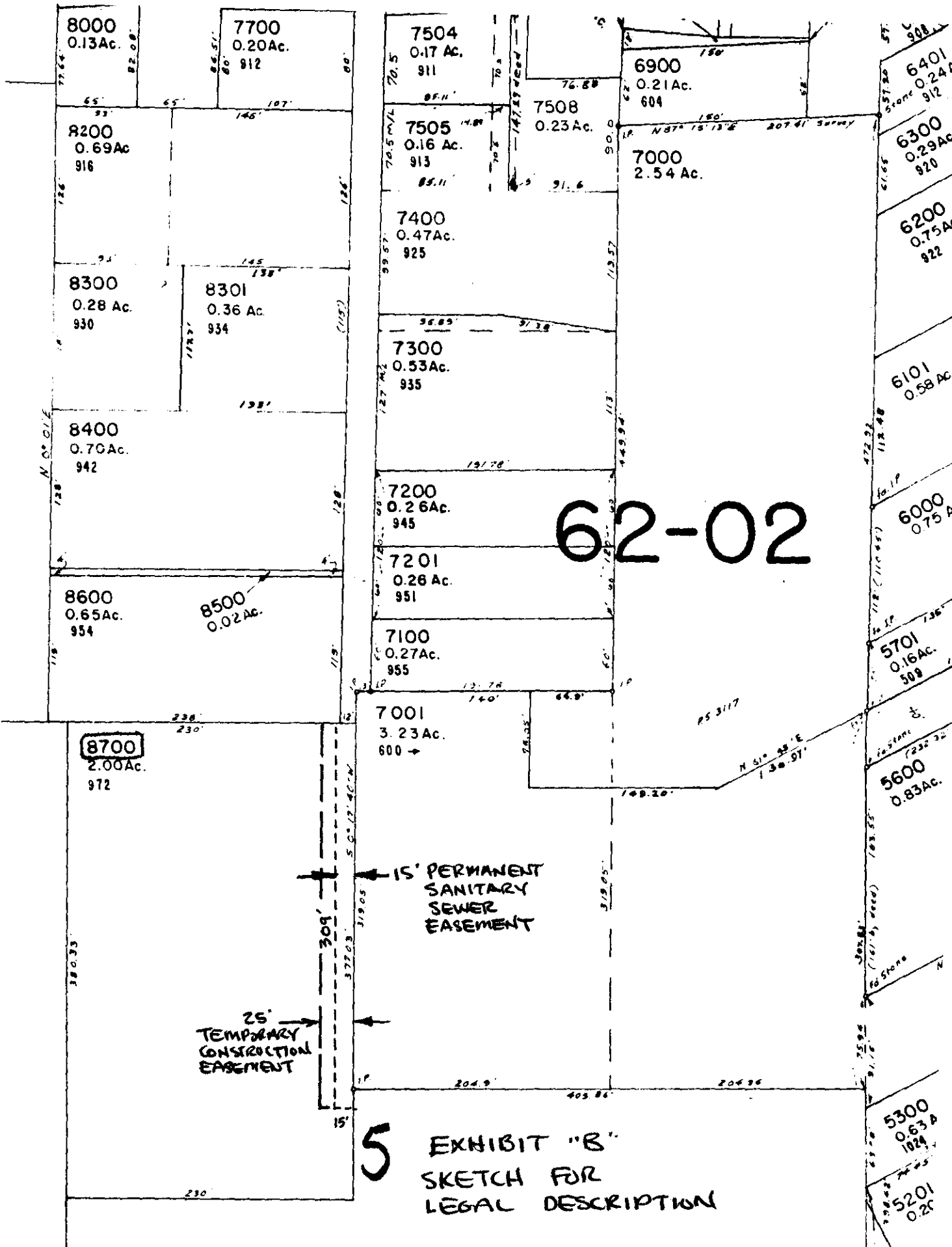
MAP 3 - 2E - 5 BC

EXHIBIT "A"

The North 309 feet of the East 15 feet of that tract of land in the Northwest-quarter of Section 5, T. 3 S., R. 2 E., W.M., Clackamas County, Oregon, described in contract to Pat J. and Patti J. Bell recorded May 13, 1985 under Clackamas County Recorder's Fee No. 85-16150.

Together with a temporary easement for construction purposes over the North 309 feet of the East 25 feet of said tract.

SEE MAP 3 2E 6AD



ss.

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

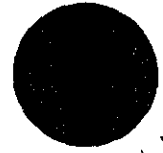
9:36

John F. Kauffman
JOHN F. KAUFFMAN
County Clerk

8611

Laurel Lane Sanitary
Sewer

3-2E-5CB 1000



(purple)

Archdiocese of Portland

DOCA# 88-488011¹⁹⁸⁸

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