

TC



## AGREEMENT FOR EASEMENT

12.00  
*THIS AGREEMENT, Made and entered into this 2<sup>ND</sup> day of JULY, 1986, by and between Oregon City School District No. 62 hereinafter called the first party, and the City of Oregon City, a municipal corporation, 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 Number 100, Clackamas County Assessor's Map 3-2E-6DB, dated April 25, 1986; Book 406 Page 174 of Clackamas County Deed Records

*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 storm drain easement over the following described tract of land:*

Beginning at an iron pipe, being the Southeast corner of Tract 21, "Ryan's Mt. Pleasant Tracts No. 1", a duly recorded plat recorded in Plat Records of Clackamas County, and being the True Point of Beginning; thence North 62°04'35" East 339.53 feet to an iron pipe, being the Southwest corner of Tract 28 of said plat of "Ryan's Mt. Pleasant Tracts No. 1"; thence East along the south line of said Tract 28, 21 feet, more or less, to a point; thence South 62°04'35" West, 10 feet distance from and parallel with the first given course of this description 360 feet more or less to the east boundary of Marshall Street; thence North along the East boundary of Marshall Street 12 feet, more or less to the True Point of Beginning.

*(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 Perpetual, always subject, however, to the following specific conditions, restrictions and considerations:*

*The second party shall not perform work in said easement, except in emergency, without the expressed approval of the first party.*

If this easement is for a right of way over or across first party's said real estate, the center line of said easement is described as follows:

and second party's right of way shall be parallel with said center line and not more than ..... feet distant from either side thereof.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest as well.

In construing this agreement and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this, the day and year first hereinabove written.

*Brenda J. Tank*

(If the above named first party is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF OREGON, )  
County of Clackamas ) ss.  
July 2, 1986  
Personally appeared the above named  
Brenda J. Tank  
and acknowledged the foregoing instrument to be  
a voluntary act and deed.

Before me:

(OFFICIAL  
SEAL)

Notary Public for Oregon

My commission expires: 10/27/89

STATE OF OREGON, County of ..... ) ss.  
....., 19.....

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 is the corporate seal  
of said corporation and that said 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)

## AGREEMENT FOR EASEMENT

BETWEEN

Oregon City School District No. 62

AND

City of Oregon City

AFTER RECORDING RETURN TO

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

STATE OF OREGON, ) ss.

STATE OF OREGON ) ss.  
County of Clackamas )

I, Juanita N. Orr, County Clerk, for the County of Clackamas, do hereby certify that the instrument of writing was received for recording in the records of said County at

1986 JUL 3 PM 4:12

Witness my hand and seal affixed.

*Juanita N. Orr*  
JUANITA N. ORR  
County Clerk

Recording Certificate

CCP-R4 (rev 4/85)

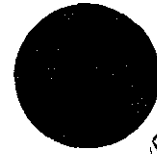
86 21648

DRAIN EASEMENT- Mt. PLEASANT GRADE SCHOOL  
1986

26

3-2E-6DB 100

Env. 409



(PURPLE)

page 1310 ITEM #11

(RECORDERS FEE DOC. NO.)  
86-24648