

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 25th day of FEBRUARY, 1986,
by and between Skipper's, Inc., A Washington Corporation
hereinafter called the first party, and 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:

A part of the S.N. Vance D.L.C. No. 51, in Section 5, Township 3 South, Range 2 East of the Willamette Meridian, in Clackamas County, Oregon, described as follows:

Beginning as the most Easterly corner of a tract conveyed to Hi-Line Construction, Inc. by Deed Recorded July 31, 1961, in Book 590, Page 196, Clackamas County Deed Records; thence South $89^{\circ}57'40''$ West a distance of 45.98 feet to a point on the Westerly right-of-way line of State Highway 213 and the true point of beginning; thence South $29^{\circ}81'02''$ East (Deed South $29^{\circ}35'40''$ East) 113.04 feet along said right-of-way to an iron rod; thence South $89^{\circ}45'20''$ West 331.64 feet to an iron rod; thence North $0^{\circ}03'21''$ West 99.40 feet to an iron rod on the South line of the aforementioned Hi-Line Tract; thence along the South line of said Hi-Line Tract North $89^{\circ}56'39''$ East (Deed North $89^{\circ}57'40''$ East) 275.84 feet to the true point of beginning.

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 utility easement ten (10) feet in width and described as follows:

Beginning at the Northeast corner of the first party's above described property; thence South $29^{\circ}38'02''$ East 113.04 feet, following the East line of the first party's project and the West right-of-way line of Molalla Avenue (Cascade Hwy South No. 160), to the Southeast corner of said property; thence South $89^{\circ}45'20''$ West 11.48 feet, following the South line of said property, to a point; thence, North $29^{\circ}38'$ West to a point, said point being on the North line of said first party's property; thence North $89^{\circ}56'39''$ East 11.50 feet, following said properties North line, to a point, said point being the 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 perpetuity, always subject, however, to the following specific conditions, restrictions and considerations:

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:

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.



SKIPPER'S, INC.

By: Chris LeSourd
President

Jay W. Switzer
Secretary/Treasurer

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

(ORS 93.490)

STATE OF OREGON, }
County of _____ } ss.

Personally appeared the above named _____, 19____.

and acknowledged the foregoing instrument to be _____
voluntary act and deed.

Before me:
(OFFICIAL
SEAL)

Notary Public for Oregon
My commission expires:

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Washington
STATE OF OREGON, County of _____) ss.
February 25, 1986

Personally appeared Chris LeSourd and
Jay Switzer 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

Skipper's, Inc., 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:
Keri J. Hume
Notary Public for Oregon
My commission expires: May 17, 1989

(OFFICIAL
SEAL)

AGREEMENT FOR EASEMENT

(FORM No. 926)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BETWEEN

Skippers, Inc.

AND

City of Oregon City

STATE OF OREGON,

County of _____ ss.

I certify that the within instru-
ment was received for record on the
day of _____, 19____,
at _____ o'clock _____ M., and recorded
in book _____ on page _____
Record of _____
of said County.

Witness my hand and seal of
County affixed.

Title.

By _____ Deputy.
AFTER RECORDING RETURN TO

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

Attn: Director of Public Works

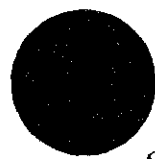
County of _____
Notary Public for _____
My commission expires _____

N. ORR
City Clerk

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SKIPPER'S INC.
Molalla Ave.
3 2E 5C TL # 404

1986



3-2E-5C 404

DOCH 86-07185 (PURPLE)

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