

TC

## AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 13<sup>TH</sup> day of FEBRUARY, 1986,  
by and between Edwin Fain  
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 \_\_\_\_\_  
County, State of Oregon, to-wit:

Lots 2, 7, 8; Block 26; Oregon City

Also known as Tax Lot Number 9200, Clackamas County Assessors  
Map 2-2E-31AB

Date February 10, 1986

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

Beginning at the north corner of Lot 8, Block 26, "Oregon City" a subdivision plat of record in said Clackamas County and being the true point of beginning; thence South 64°30' East along the easterly line of said Lot 8, 4 feet to a point; thence South 35°30' West parallel with the northerly line of said Lot 8, 9 feet to a point; thence North 64°30' West parallel to the easterly line of said Lot 8, 4 feet to a point on the northerly line of said Lot 8; thence North 35°30' East along the northerly line of said Lot 8, 9 feet to the true point of beginning.

This is an utility easement for the location of a fire hydrant and street light.

(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:

69. 6th & Main Utility Easement  
from Edwin Fain

1986

(69)

2-2E-31AB 9200

DOC# 86-05669

pg	item
710	11

Env#  
768