

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 6 day of Sept, 1984,  
 by and between Marvin Caldwell and Donna M. Caldwell  
 hereinafter called the first party, and the 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  
 County, State of Oregon, to-wit:

Lot 12 of "Gaffney Lane", a subdivision plat of record (Book 47, Page 28)  
 in Section 8, T. 3 S., R. 2 E., W.M. Clackamas County, Oregon

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 temporary easement for a storm drainage ditch over a portion of said Lot 12 described as follows:

Beginning at a point on the northerly line of said Lot 12 which is 10.59 feet from the northeasterly corner thereof and running thence along a line which is parallel with and 10 feet from the east line of said Lot 12 S. 17° 03' 02" W., 44.95 feet to the centerline of an existing drainage easement; thence along said centerline N. 49° W., 10.94 feet; thence along a line which is parallel with and 20 feet from the east line of said Lot 12 N. 17° 03' 02" E., 37.02 feet to the north line of said Lot 12; thence along said north line N. 87° 50' E., 10.59 feet to 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 \_\_\_\_\_, always subject, however, to the following specific conditions, restrictions and considerations:

Easement to automatically terminate when the storm drainage ditch has been relocated or is no longer needed.

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:

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STATE OF OREGON )  
County of Clackamas ) ss.

I, Juanita N. Orr, County Clerk, Ex-Officio  
Recorder of Conveyances of the State of Oregon,  
for the County of Clackamas, do hereby certify  
that the instrument of writing was received for  
recording in the records of said County at

1984 OCT 31 PM 3:27



Witness my hand and seal affixed.

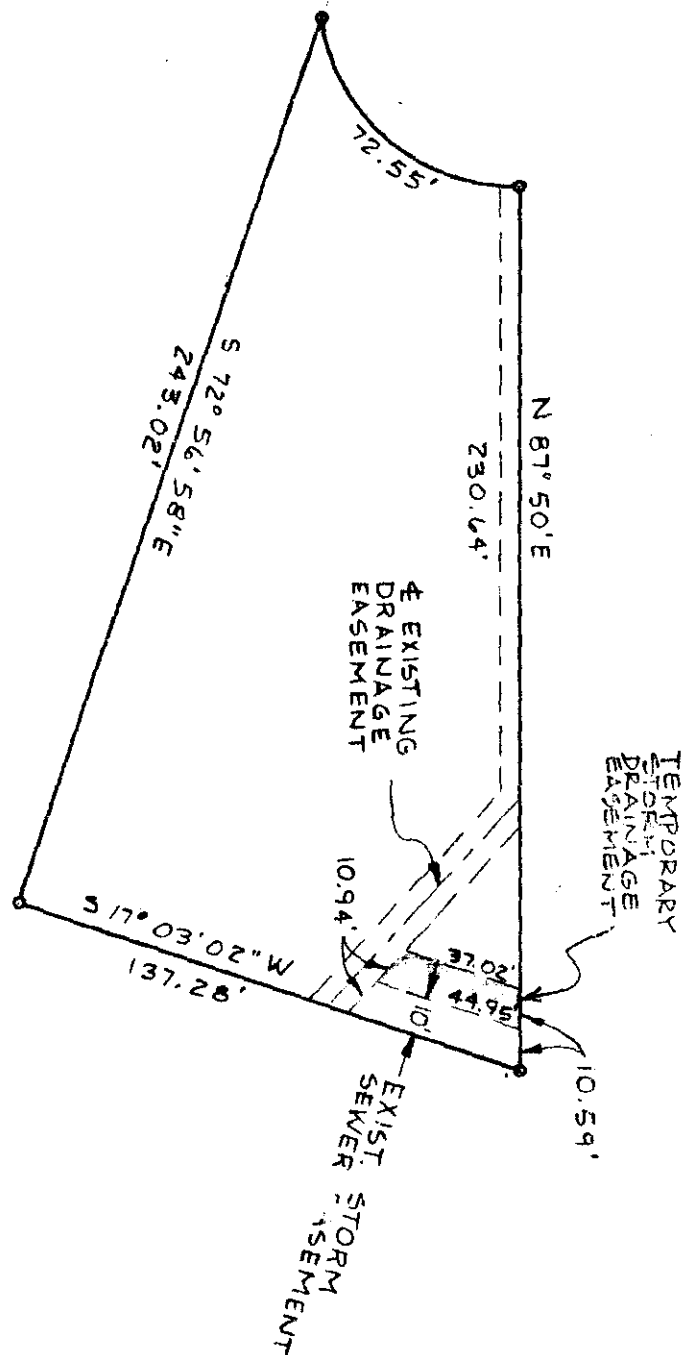
*Juanita N. Orr*

JUANITA N. ORR  
County Clerk

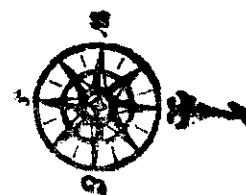
Recording Certificate

CCP-R4

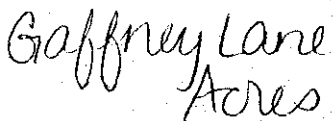
84 38234



LOT 12 "GAFFNEY LANE"  
ACRES'



1" = 50'





BOOK 59  
3 SE 8 DB

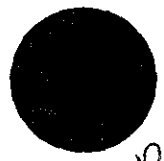
84-38234 (9-6-84)

25

Storm Drainage Ditch Easement - Lot 12, Gaffney Lane  
Acres

STILLMEADOW TERRACE DRAINAGE

3-2E-8DB 1200

  
(purple)

DOC#84-38234

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1714	4

Env. 59