

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 30th day of June, 1980, by and between Sharon Lee McCoy and Marvin L. Effinger, 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 tract of land in the northeast quarter of Section 8, T. 3S., R. 2E. of the Willamette Meridian in Clackamas County, Oregon, described as follows: Beginning at an iron rod in the south line of that tract conveyed to Oregon City by Deed 75-18060, recorded July 3, 1975 in Deed Records of Clackamas County, said iron rod being located South 89° 30' West 418.75 feet from the southeast corner of said tract; thence South 00° 30' East 191.64 feet to an iron rod; thence South 89° 30' West 193.52 feet to an iron rod, thence continuing South 89° 30' West 11.48 feet to the easterly edge of Market Road 22 (Molalla Road); thence North 29° 55' West along said road line 220.0 feet to an intersection with the south line of the above-mentioned tract conveyed to Oregon City; thence North 89° 30' East 313.06 feet along said south line to the place of beginning. Bearings recited herein are based on the south line of tract described in Deed 75-18068, defining South 89° 30' West.

EXCEPT THEREFROM that portion lying within public roads.

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

An easement for the operation, maintenance, and/or replacement of an existing 12" storm drain line over the above described tract of land. Said easement shall be 15 feet in width, being 7.5 feet on each side of the existing center line of said storm drain line.

(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.

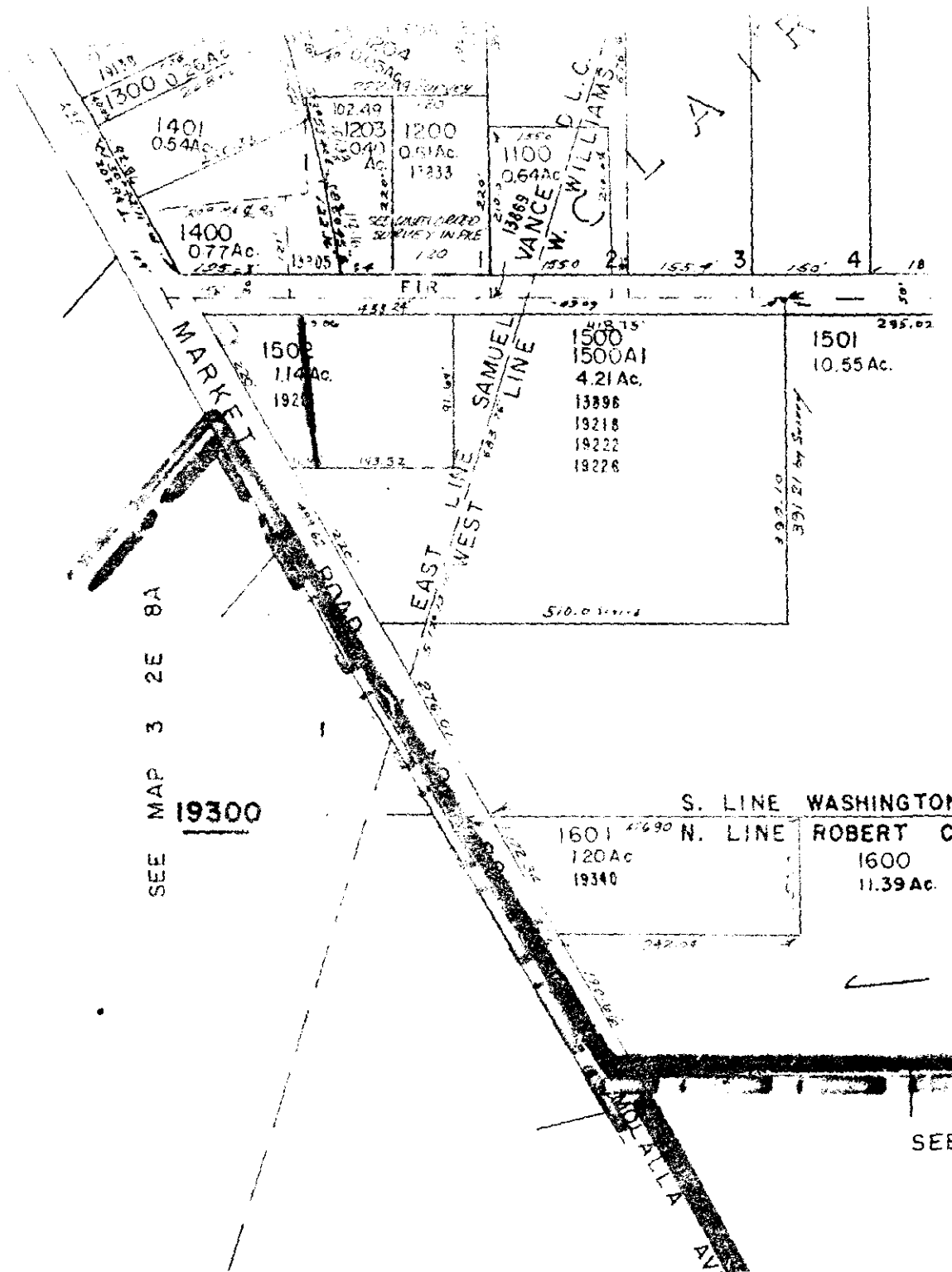
Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

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:

Said City shall replace, as near as practicable, the surface of said easement premises after construction and maintenance on said storm drain.

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:



3-2E-9B01502

23
123

AGREEMENT FOR EASEMENT - 1980

Fir Street Pump Station and 12"
Storm Drain Line

(McCoy/Effinger)

A. 80-24795 Pump station

B. 80-24796 12" storm

A. page 1515
#1

B. page 1515
#10

Env. 46