

AGREEMENT FOR EASEMENT

May

THIS AGREEMENT, Made and entered into this 16th day of ~~April~~, 1977,
by and between the First Presbyterian Church
hereinafter called the first party, and 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 Clackamas County, State of Oregon, to-wit: That parcel of land conveyed to the First Presbyterian Church by Marcelle Huycke on March 11, 1957 and recorded in Clackamas County Deed Book 523, Page 53

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 for public road purposes the following described property:

Beginning at the Southwest corner of that parcel of land conveyed to the First Presbyterian Church by Marcelle Huycke on March 11, 1957 and recorded in Clackamas County Deed Book 523, Page 53, said corner being North 0° 22' 0" West 30.0 feet and North 89° 13' 0" East 30.0 feet from the Southwest corner of the William Holmes D.L.C. No. 38; thence North 89° 13' 0" East 20.0 feet; thence North 45° 34' 30" West 28.28 feet; thence South 0° 22' 0" East 20.0 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 ~~perpetual~~, always subject, however, to the following specific conditions, restrictions and considerations:

as long as the Second Party uses the above described real property for public street or road purposes. If the second party, at anytime ceases to use said premises for said purposes, this easement shall terminate and all right or interest or second party shall end and revert to first party.

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 FIRST day and year first hereinabove written.

FIRST PRESBYTERIAN CHURCH OF OREGON CITY,
an Oregon non-profit corporation
X John W. Roloff
Elder-Trustee
Peter Schnell
Elder-Trustee

(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:

STATE OF OREGON, County of Clackamas) ss.
April May 16, 19 77
Personally appeared John W. Roloff and
Peter Schnell who, being duly sworn,
each for himself and not one for the other, did say that they ~~are~~ are
elder-trustee ~~of the~~ of First
Presbyterian Church of O.C., an Oregon non-profit
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
being duly sworn, acknowledged to be his voluntary act and deed.
Before me:
John E. Throop
Notary Public for Oregon
My commission expires:
November 22, 1980
(OFFICIAL SEAL)

AGREEMENT
FOR
EASEMENT

(FORM No. 926)

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

BETWEEN

First Presbyterian Church

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
P.O. Box 631
Oregon City, Oregon 97045

County Clerk, Ex-Officio
State of Oregon, for
thereby certify that
ing was received for
of said county at

30
FINANCES * OREGON
RGE D. POPPEN
County Clerk

F.U.-10

Public Road Purposes Easement from
First Presbyterian Church - Linn Avenue
& Warner-Milne Road

59

1977

3-2E-6 DA 200

(PURPLE)

SUPERSEDED BY A LATER DONATION

(CLACKAMAS CO. DOCUMENT)
NO. 77 18810

Page 1310

ITEM #15

(SEE page 1311 ITEM 3 & 4)

Env. 389