

MAR 10 1976

UTILITY EASEMENT

CITY RECORDER
CITY OF OREGON CITY

This Easement, Made and entered into this 3rd day of March, 1976, by and between DEL MAR CONSTRUCTION CO., INC., hereinafter called the first party, and the 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: Lot 2, Block 17, Rivercrest Park No. 4, 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 no dollars 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 being described as follows:

The southwesterly 15.00 feet of said Lot 2.

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:

That the second party shall replace as near as practicable, the surface of said easement premises after construction and maintenance work on utilities.

This easement 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 easement 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 first party above named have hereunto set their hands and seals this 3rd day of March, 1976.

Mike C. Larson
Del Mar Inc.

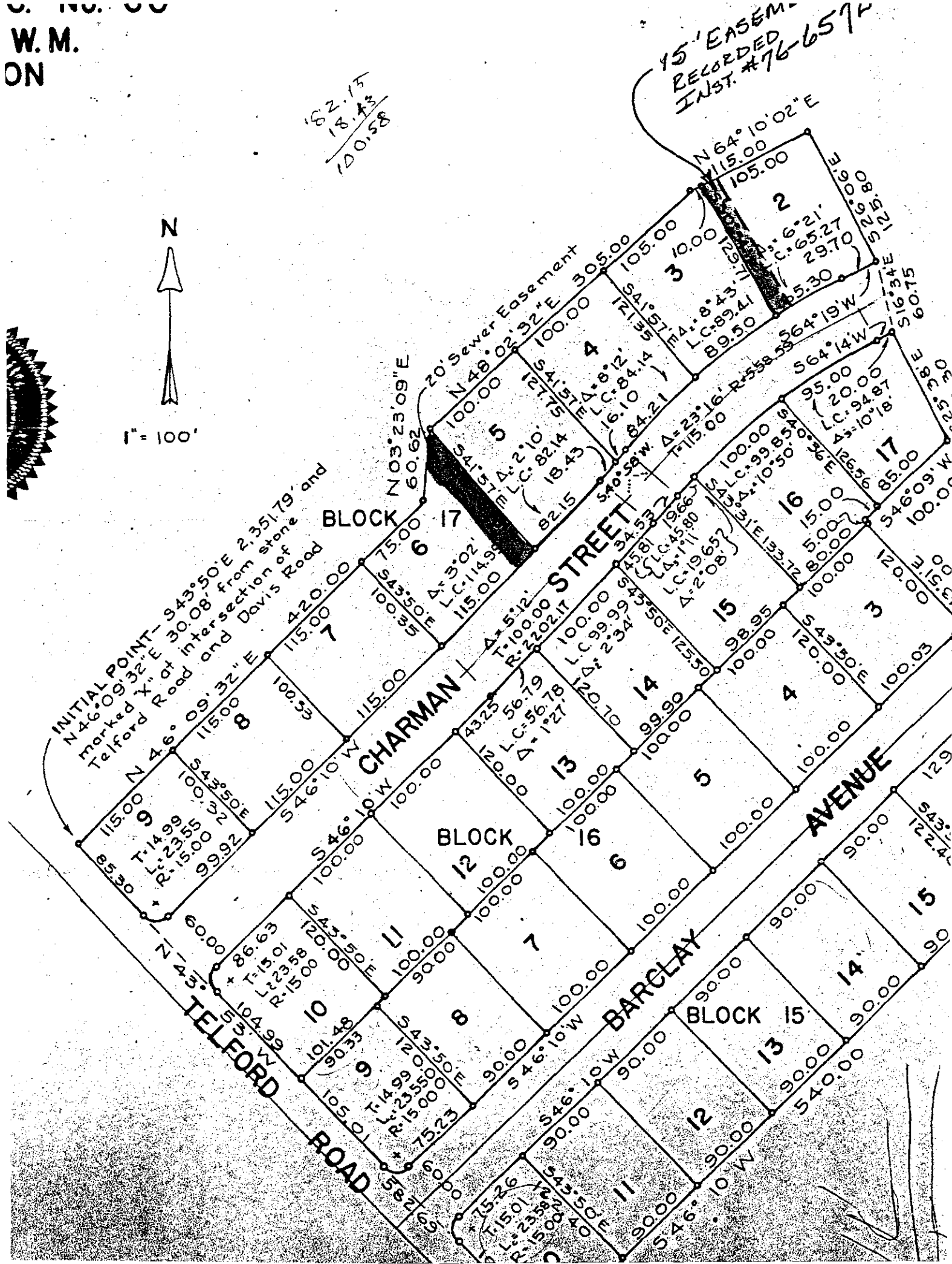
SEAL DOCUMENT

RECORDED MAR 3 1976 2:26 P.M. G

C. NO. 00
W.M.
ON

182.15
18.43
100.58

15' EASEMENT
RECORDED
INST. #76-6571



INITIAL POINT - S43°50'E 2,351.79' and
N46°09'32"E 30.08' from stone
marked 'X' at intersection of
Telford Road and Davis Road

BLOCK 17

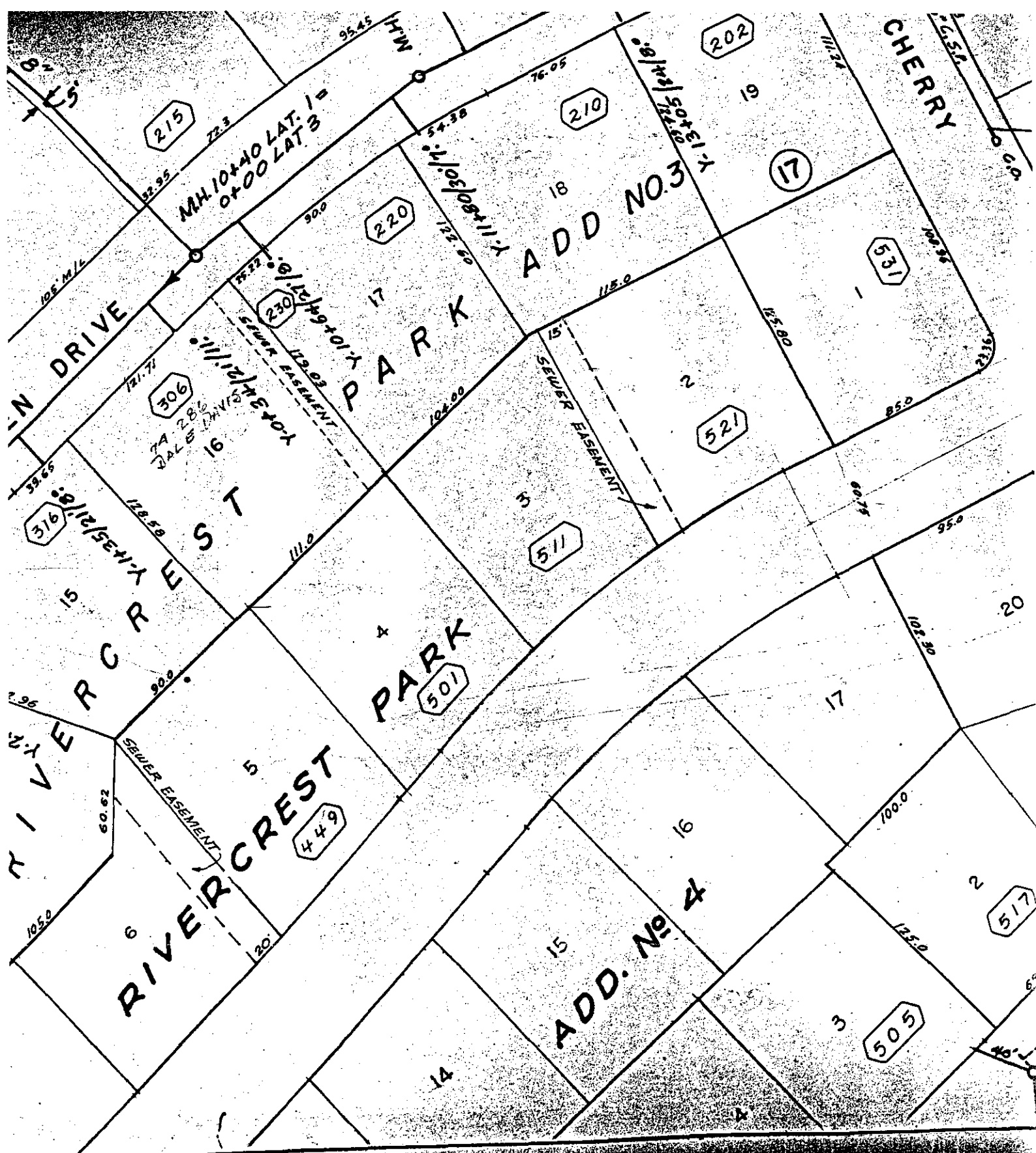
CHARMAN STREET

BLOCK 12

BARCLAY AVENUE

BLOCK 15

TELFORD ROAD

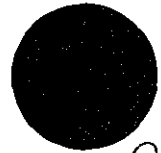


Utility easement - Lot 2, Block 17,
Rivercrest Park No. 4 (Del Mar) 1976

75-6572

3-2E-6BA 3327

DOC# 76-6572



(purple)

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