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DRAINAGE EASEMENT

28

This agreement made and entered into this 28 day of April, 1975 by and between Francis B. Lyman, hereinafter called the first party, and 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:

Tax Lot 1600 as shown on Clackamas County Assessor Plat Sheet 2-2E-32BD, also addressed as 1505 - 12th Street, Oregon City, Oregon,

and has the unrestricted right to grant the easement hereinafter described relative to said real estate;

Now, Therefore;

The first party does hereby grant, assign and set over to the second party a drainage easement over said Tax Lot 1600 for the purpose of installing, laying, construction, renewing, operating and maintaining of drainage utilities. Said drainage utilities are intended to allow storm drainage from 12th Street to flow across said Tax Lot 1600 and out to the northeasterly side of said Tax Lot 1600.

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.

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The easement described above shall continue for a period of perpetual, always subject, however, to the following specific conditions, restrictions and considerations: The first party shall not construct any permanent structure within five (5) feet of the centerline of drainage utilities. The second party shall restore as near as practicable the surface of said easement after construction and/or maintenance work on said utility.

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 day and year first hereinabove written.

AT Lyman
Francis B. Lyman

STATE OF OREGON)
) ss.
County of Clackamas)

April 28, 1975

Personally appeared the above named A. H. & Francis B. Lyman and acknowledged the foregoing instrument to be their voluntary act and deed.

(Official) Before me:
(Seal) Ruby M. Lampkin
Notary Public for
Oregon

My Commission Expires:
9-20-77

STATE OF OREGON)
County of Clackamas) ss.

I, George D. Poppen, County Clerk, Ex-Officio Recorder of Conveyances and Ex-Officio Clerk of the Circuit Court of the State of Oregon, for the County of Clackamas, do hereby certify that the within instrument of writing was received for and recorded in the records of said county at

1975 APR 29 PM 1 34

DEED

DRAINAGE EASEMENT

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Tax Lot 1600 - 1505 - 12th St. (Lyman)

1975

2-2E-32BD 1600

DOCH 75-10451



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