

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 8th day of April, 1975, by and between Tim J. Cronin, hereinafter called the first party, and City of Oregon City, Oregon, 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 6 Block 1 in Terra Verdes in Oregon City,
Oregon, County of Clackamas

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 10' wide utility easement for the purpose of installing, laying, construction, renewing, operating and maintaining of utilities.

Utility easement in Lot 6 Block 1, Terra Verdes, being 10' wide and laying immediately adjacent to and along the common line between Lot 6 & 7, Block 1, Terra Verdes.

(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:

surface restoration

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:

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.

Timothy Cronin

(If the above named first party is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF OREGON,

County of Clackamas

April 16, 1975.

Personally appeared the above named

Timothy J. Cronin

and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 9/20/77

STATE OF OREGON, County of) ss.

Personally appeared

and

who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

a corporation, 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 acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

AGREEMENT FOR EASEMENT

(FORM No. 926)

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

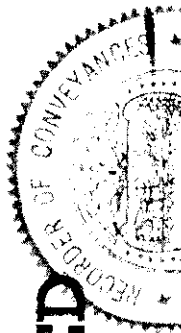
BETWEEN

STATE OF OREGON) ss.
County of Clackamas

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 16 PM 1 09

DEED



Witness my hand and seal affixed this 16th day of April, 1975, at Clackamas, Oregon.

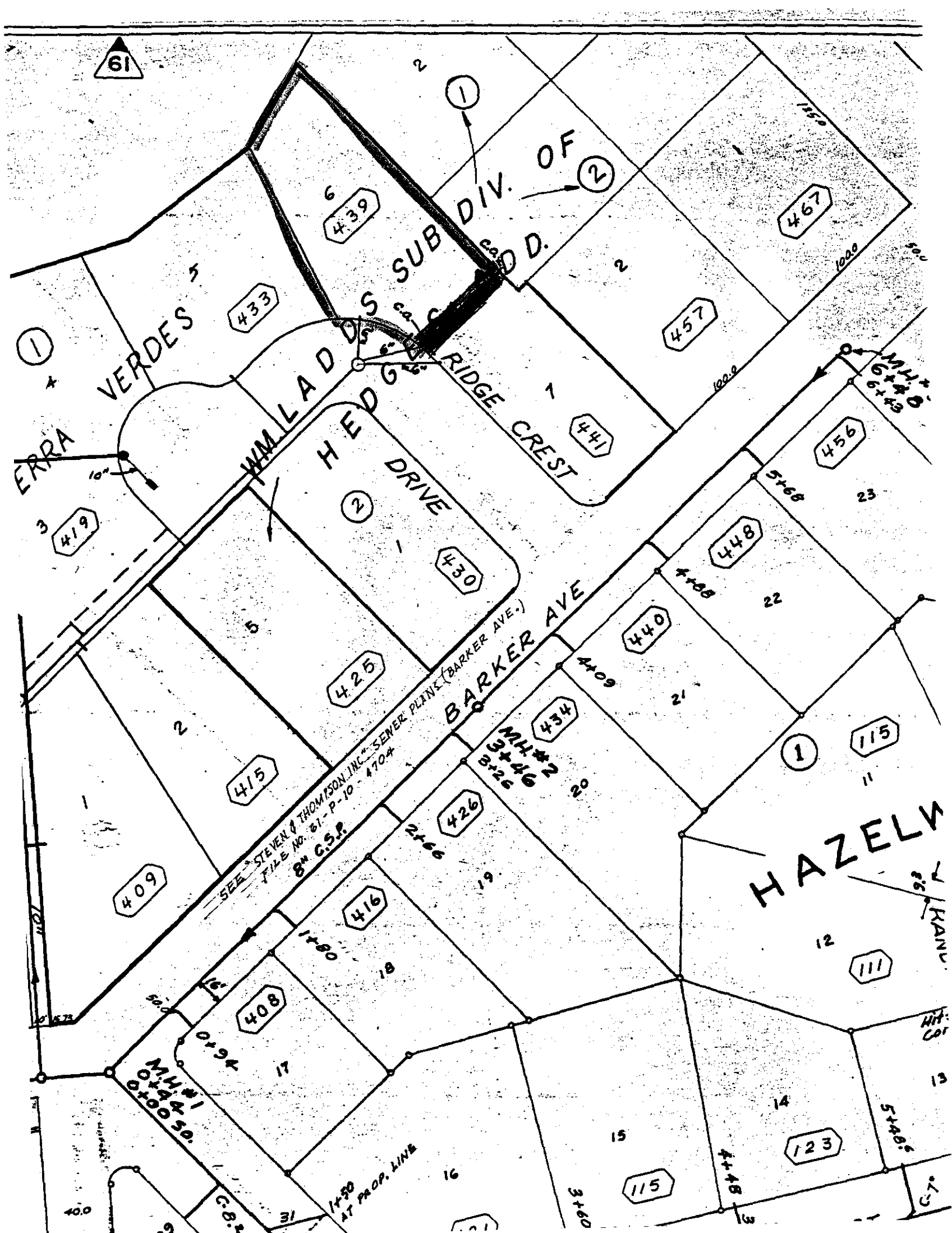
GEORGE D. POPPEN
County Clerk

Deputy.

Recording Certificate 75 9205

AFTER RECORDING RETURN TO

City of Oregon City
P. O. Box 631
Oregon City, Oregon 97045

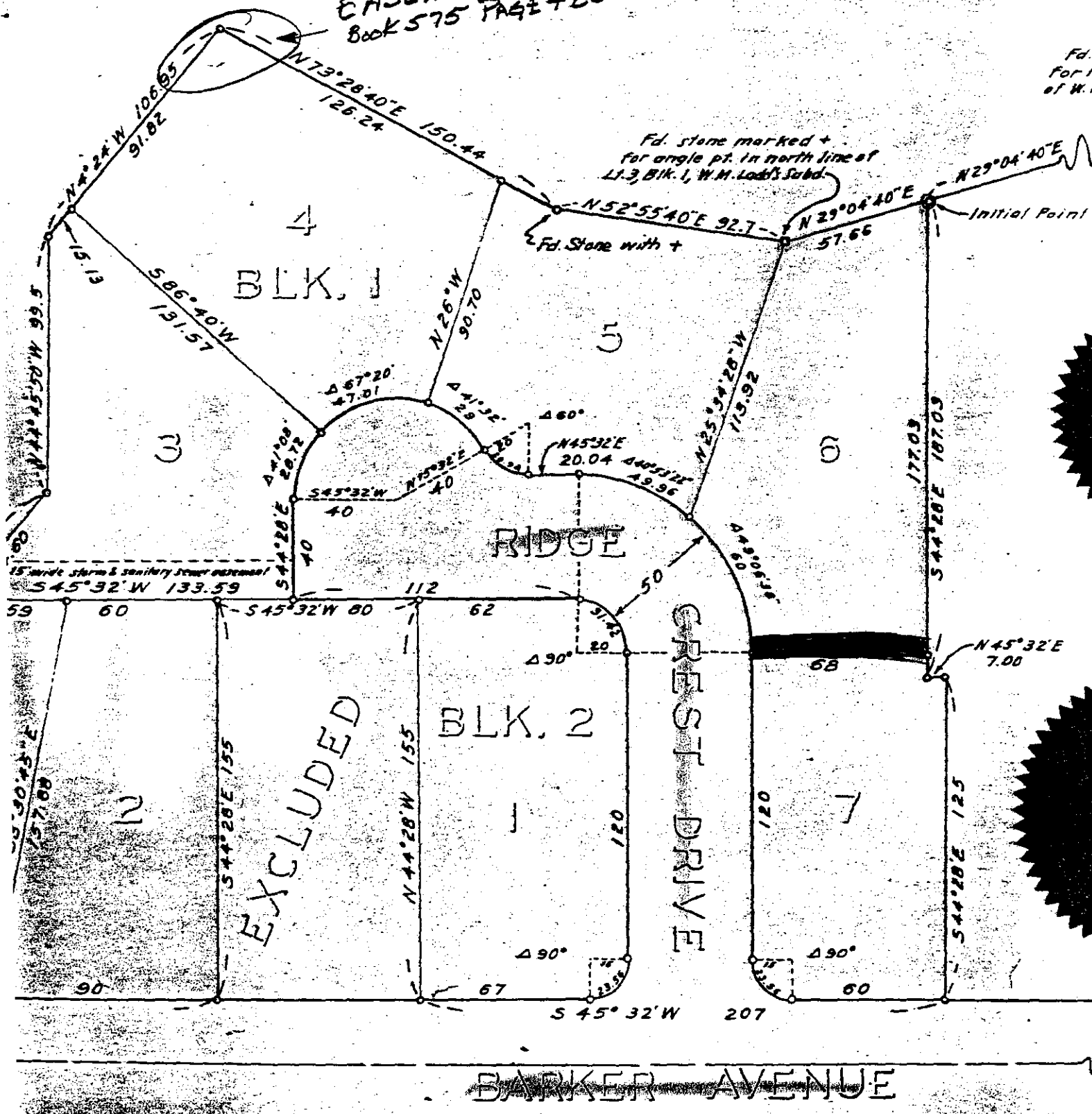


W.M. LADD'S SUBDIVISION OF A PORTION OF
HEDGES ADDITION TO OREGON CITY
IN THE NW 1/4 OF SECTION 6, T3S, R2E, W.M.
CLACKAMAS COUNTY, OREGON

JUNE 6, 1973

Terra Verde

EASEMENT
BOOK 575 PAGE 425



Utility (Sewer) Easement
Terra Verdes, Lot 6, Block 1

(80)

(Timothy J. Cronin)

April 1975

3-2E-4BB 4007

DOC# 75-9205

(PURPLE)

page 1108#2

(10' WIDE UTILITY EASEMENT
ALONG SOUTH PROPERTY LINE)