

## AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 9th day of April, 1974,  
by and between Parrott Development, Inc.,  
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  
County, State of Oregon, to-wit:

A portion of that property recorded in Deed Records of Clackamas County 72-33214.

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 15-foot easement for public utilities and an easement for sanitary sewer lift station.

(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 perpetuity, always subject, however, to the following specific conditions, restrictions and considerations:

There shall be no permanent buildings constructed within this easement.

August 24, 1979

TO: ALFRED SIMONSON, GENERAL MANAGER  
FROM: BILL PARRISH, CITY ENGINEER  
RE: BARCLAY HILLS PLANNED DEVELOPMENT  
Partial Termination of utility easement

9/13/79  
APPROVED BY  
COMMISSIONER

On April 9, 1974 Parrott Development, Inc., granted a 15 foot wide easement for utilities and sanitary sewer pump station. This easement is for utilities and pump station lying within the boundaries of Barclay Hills Planned Development, but in an unplatted portion.

Exhibit A shows the easement alignment as recorded. The portion shown in red is within the boundaries of the Barclay Hills No. 3 Plat, now being recorded.

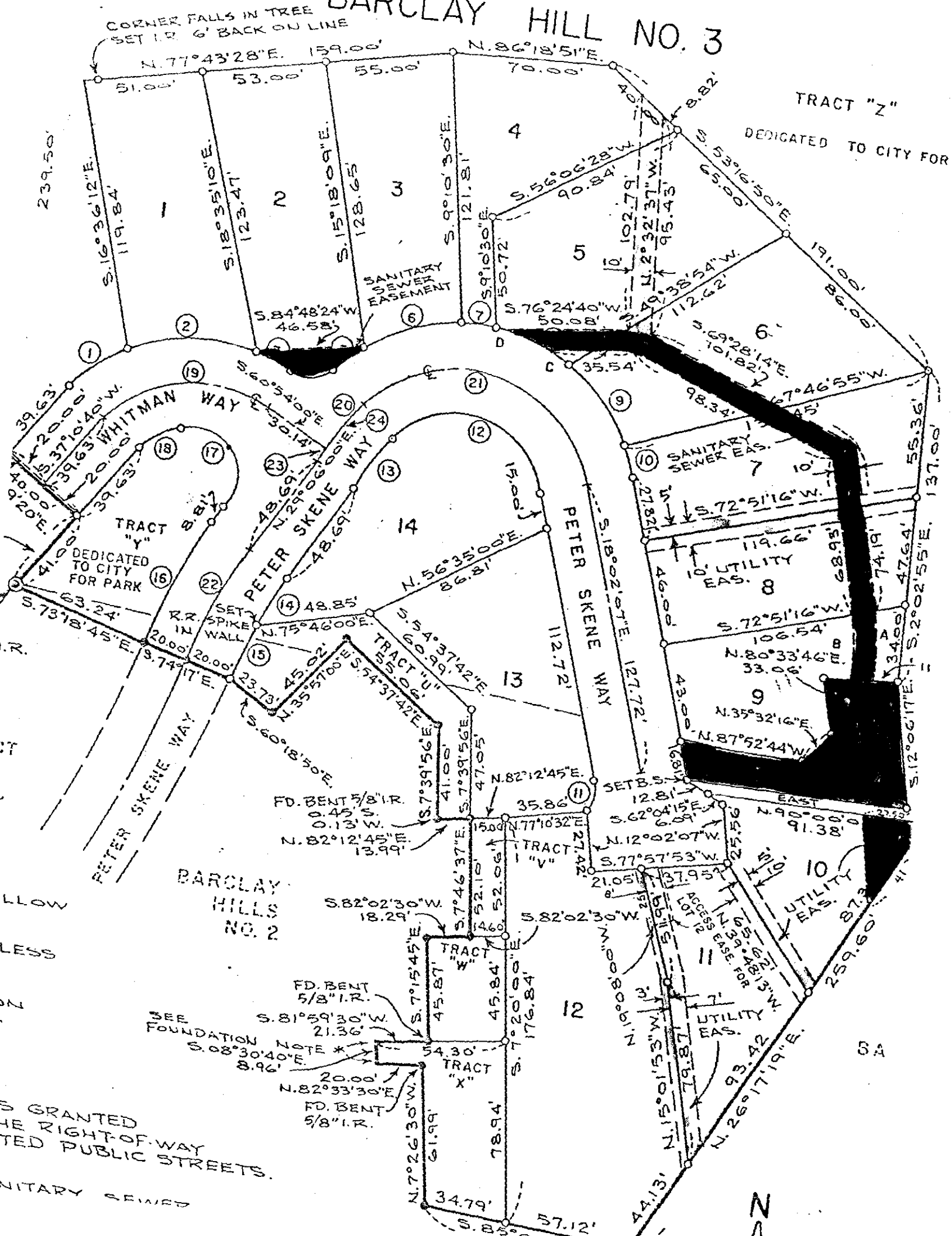
Parrott Development, Inc., has requested that the portion of the existing easement, shown in red on Exhibit A, be terminated. The terminated portion of the existing easement is to be replaced by the easements, shown in pink, on Exhibit B. Exhibit B is a map of Barclay Hills No. 3 Plat. Also shown in blue are additional utility easements.

The attached Quitclaim Deed, when signed by the Mayor and Recorder, accomplishes the vacation of the original easement as requested.

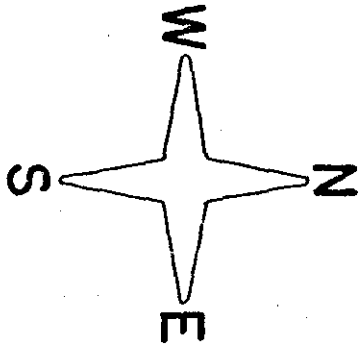
No separate document is required for the new easements as this will be accomplished by the recording of the plat of Barclay Hills No. 3.

CORNER FALLS IN TREE  
SET 12.6' BACK ON LINE  
N. 77° 43' 28" E. 159.

DEDICATED TO CITY FOR

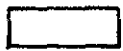


15 foot Utility Easement  
Instrument No. 74-9129  
Recorded April 12, 1974



BARCLAY  
HILLS NO 2

PETER SKENE WAY



Original easement to be retained



Original easement to be terminated and replaced  
by easements in Barclay Hills No. 3 as shown  
on Exhibit B

EXHIBIT A

SANITARY SEWER EASEMENT (LIFT STATION)

PARROTT DEVELOPMENT, INC.

BARCLAY HILLS

C-26 32CD \$1400  
PORTION OF BARCLAY HILLS #13

Doc No,  
74 9129

DOC#  
79-40509

page 1113  
ITEM # 15

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