

## AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this ..... day of ....., 1973, by and between Jesse A. Bell, 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:

Alden Street from the northerly right-of-way line of Barclay Hills Drive (formerly Duane Street) to Alden Street's intersection with that vacated portion of Hood Street and all of Block 6 and that vacated portion of Vermilyea Street lying between Block 5 and 6, said property all being a portion of Mountain View Addition to Oregon City, Plat No. 69.

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: (1) the right to construct and maintain a storm drainage pipe and concrete outfall on and across said property. The storm drainage will flow from the outfall across this property to natural drainage channels.

(2) A permanent easement for said drainage pipe and outfall extending from the north R/W of Barclay Hills Drive to the existing storm sewer outfall. This easement is approximately 135 ft. in length and extends 10 feet on each side of the existing storm sewer or a total width of 20 feet.

(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: Grantor herein reserves the right to occupy the land in any manner that will not interfere with the operation of public utilities hereafter installed. No permanent buildings may be erected upon said 20-foot easement.

If this easement is for a right of way over or across first party's said real estate, the center line of said

## AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this ..... day of ..... 19 73,  
 by and between ..... Jesse A. Bell .....  
 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: Lots 7 and 8, Block 5 and that vacated portion of Vermilyea St.  
 beginning at the northerly right-of-way line of Barclay Hills Drive (formerly Duane Street)  
 and continuing northerly and all of Block 6, and that vacated portion of Alden Street  
 beginning at the northerly right-of-way line of Barclay Hills Drive (formerly Duane Street)  
 and continuing northerly, said property all being a portion of Mountain View Addition to  
 Oregon City, Plat No. 69.

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 acknowl-  
 edged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party the right to construct  
 a fill along the northerly side of Barclay Hills Drive (formerly Duane Street) for the  
 purpose of widening the roadway. The fill shall be sloped smoothly to meet the existing  
 ground.

(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 de-  
 scribed 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: After completion of the  
 fill and associated construction work, the grantor reserves the right to replace his fence  
 on the property line and resume any normal use of property not detrimental to the roadway.

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:

VERMYLEA

ST.

821

TO MT. VIEW CEMET.

22' 2+34<sup>3</sup>/5°  
192 1+79<sup>1</sup>/45  
50

22' 1+72<sup>1</sup>/5°  
50 718  
107

19' 0+81<sup>6</sup>/5°  
50 714  
105 107

21' 0+53/5  
50

M.H.#52  
1+89 Bk. =  
0+00 Ah.  
132 710

0+89/5°  
33.9 706  
105 10

1+35/5°  
105 704

M.H.#46  
1+77 Bk. =  
0+00 Ah.  
50 614  
12

0+55/5°  
50 612  
13

1+68/5°  
50 M.H.#47  
1+73 Bk.  
600

MOUNTAIN-VIEW

LAT. A-6

C.O. 53  
1+35

N 08° 30' E 7

M.H.#48  
1+13 Bk. =  
0+00 Ah.

0+45/4.5  
27.9 701

M.H.#49  
0+90 Bk. =  
0+00 Ah.

M.H.#50  
1+159 Bk. =  
0+00 Ah.

M.H.#45  
1+71.5 Bk. =  
0+00 Ah.

NOLIA

M.H.#44  
2+40 Bk. =  
0+00 Ah. =  
A-5, 0+00

1+55/12°  
26' 615

609

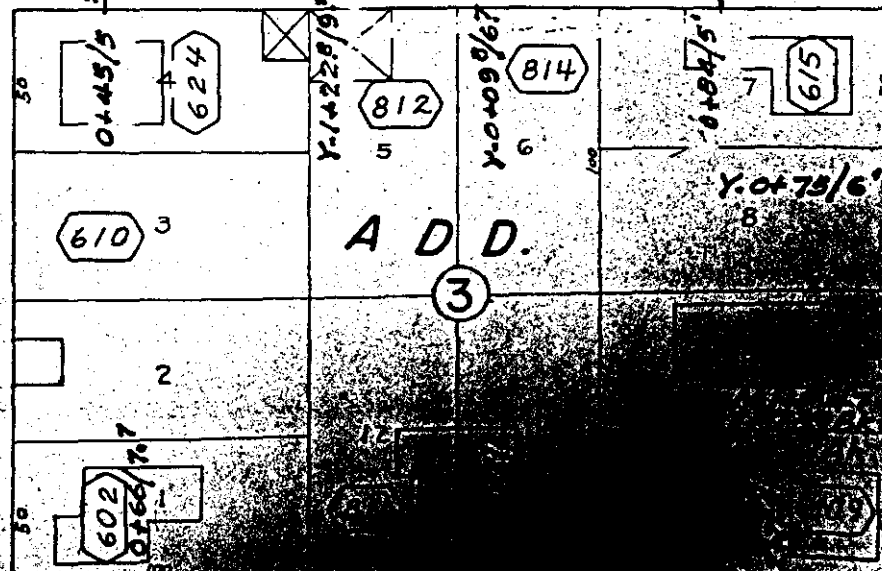
1+03.4/8°  
23' 605

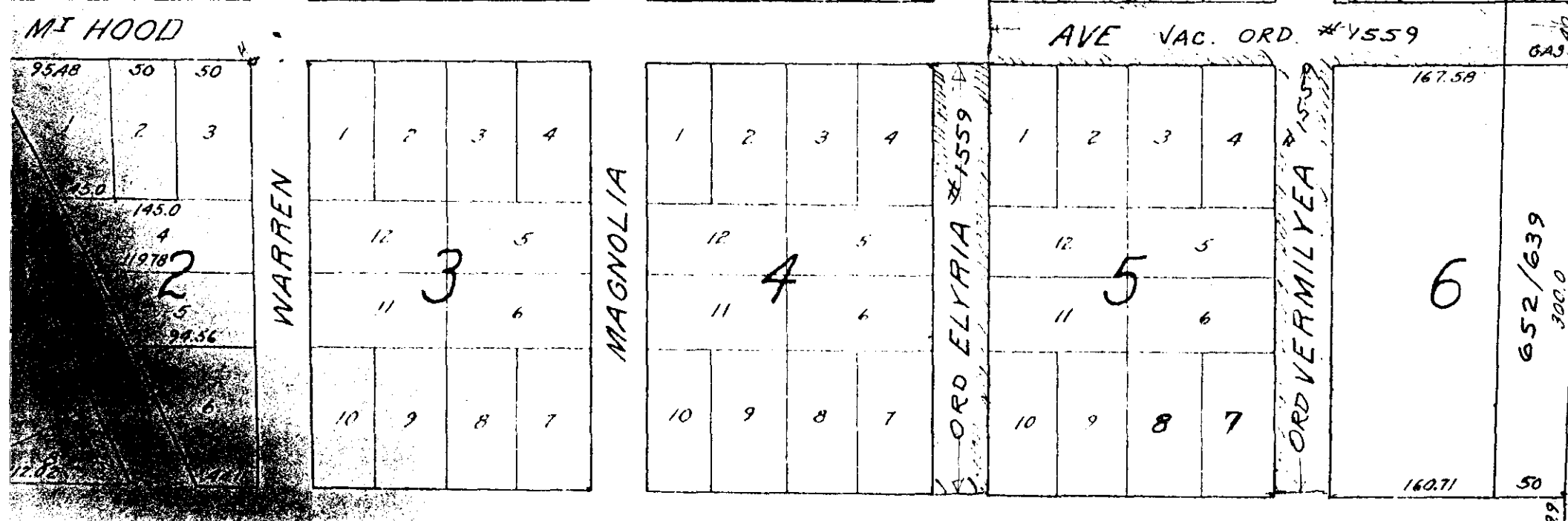
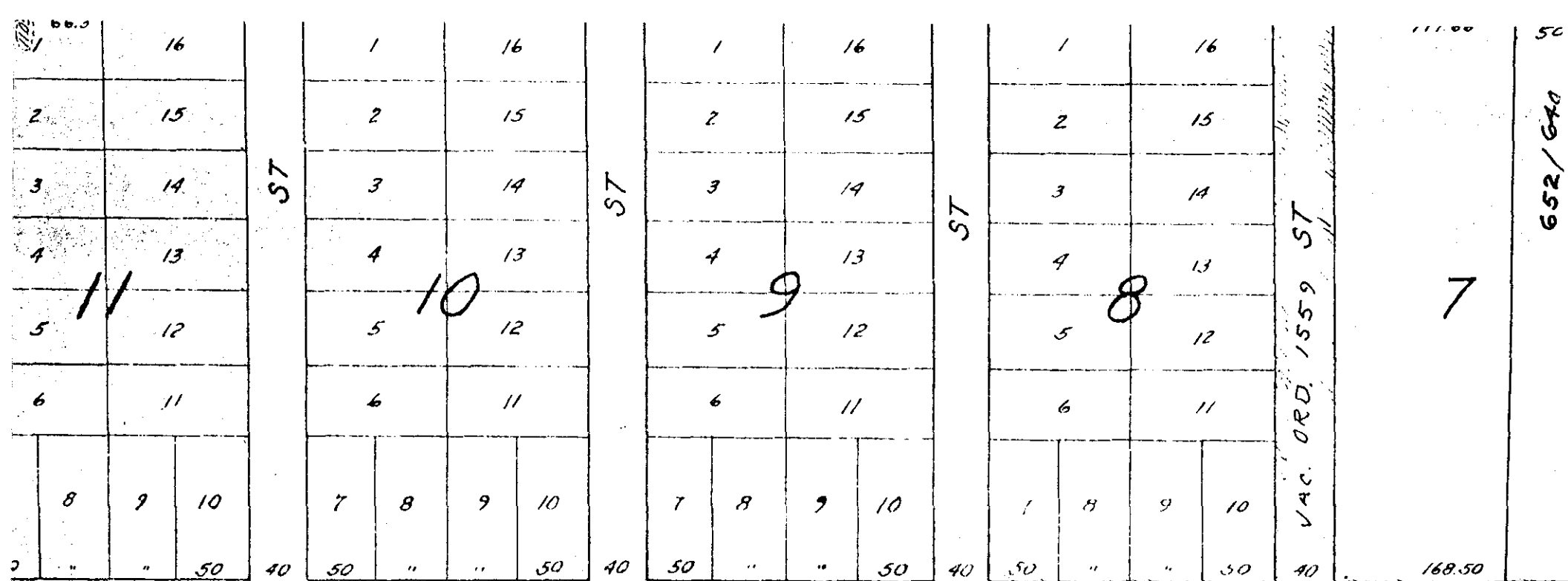
M.H.#40  
0+00 Ah. =  
A-4, 0+00 Ah.

SEE SEWER DIST. # 24

A D D.

3





N 88° 42' E 1252.3 GAS PIPE 299 INITIAL 681.17 NE 1/4 T.35

MAGNOLIA

4	5	6
1000 0.10 Ac. 100	1100 0.10 Ac. 110	1200 0.10 Ac. 120

BARCLAY

HILLS

DR.

1300 0.10 Ac. 130	1400 0.10 Ac. 140	1500 0.10 Ac. 150	1600 0.10 Ac. 160	1700 0.10 Ac. 170	1800 0.10 Ac. 180
1900 0.10 Ac. 190	2000 0.10 Ac. 200	2100 0.10 Ac. 210	2200 0.10 Ac. 220	2300 0.10 Ac. 230	2400 0.10 Ac. 240

62

ALDEN

STREET

STREET

3600 1.00 Ac. 423	3100 0.75 Ac. 364	3000 1.00 Ac.	2900 1.00 Ac.	2800 1.00 Ac.	2700 1.00 Ac. 478
3500 0.75 Ac.	3100 0.75 Ac.				

DRAINAGE & SLOPE EASEMENTS -  
BARCLAY HILLS DRIVE

73-21806

(H)

1973

(Jesse Bell)



73-21807 (purple)

3-2E-5BA 1200

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ITEM #5a & #5b

Env. 124