

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 15th day of November, 1972, by and between Mary E. Fox 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:

Beginning at an iron pipe that is South 442.4 feet, West 731.6 feet, South 46° 30' East 1818.5 feet and North 40° 29' East 692.7 feet from the one-quarter section corner between Sections 5 and 8, T. 3 S., R. 2 E., W. M.; Thence continuing North 40° 29' East 348.7 feet to an iron pipe in the westerly side of the Oregon City and Molalla Road; thence North 30° 09' West 342.2 feet following the said westerly side of the last mentioned road to an iron pipe; thence South 40° 10' West 463.7 feet to an iron pipe; thence at right angles South 40° 50' East 320.9 feet to the place of beginning, being within Section 8, T. 3 S., R. 2 E., of the W. M. and in the S. N. Vance D. L. C. No. 51, in T. 3 S., R. 2 E., of the W. M.;, all in the County of Clackamas and State of Oregon.

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

An easement 15' wide along the Northerly, Easterly side 342.2' in tax lot 01000, T. 3 S., R. 2 E., Sect. 8 in Samuel Vance D.L.C. as described above.

The first party hereby grant unto the second party Oregon City, a municipal Corporation of Clackamas County, Oregon, an easement and right to lay, construct, reconstruct and perpetually maintain a sewer through, under and along the following described property in Oregon City, County of Clackamas, and State of Oregon.

(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 permanent time, always subject, however, to the following specific conditions, restrictions and considerations: NONE

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:

SEWER EASEMENT

(Mary E. Fox)

(73)
1972

(Along northerly, easterly side 342.2' in
Tax Lot 01000, T.3S., R.2E., Sec. 8, Samuel
Vance D.L.C.)

3-2E-8A 1000

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(purple)

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