

Easement Water line

## AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 9th day of October, 1972, by and between Randall Construction Company, Inc., an Oregon Corporation 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:

A tract of land in the S. N. Vance Donation Land Claim in Sections 5 and 8, T. 3 S., R. 2 E., W.M. County of Clackamas, State of Oregon, further described as follows:

Beginning at the Northwest corner of the S. N. Vance Donation Land Claim; thence North 89 12'30" East along the North line of said claim, 2,695.59 feet to a point from which an iron rod bears South 13 17' East 30.72 feet; thence South 13 17' East (called South 12 45' East in earlier deeds) a distance of 1,007.94 feet to a marked stone at the Northwest corner of a tract of land conveyed to Hi-Line Construction Co., Inc., a Washington Corporation by deed recorded May 1, 1968, Fee No. 68 3117, Deed Records; thence continuing South 13 17' East following the South boundary line of said Hi-Line Construction Co., Inc. tract a distance of 535.0 feet to an iron rod at the Southwest corner of said Hi-Line tract; thence N. 89 13'20" E., along the Southerly boundary line of said Hi-Line Construction Co., Inc. tract, a distance of 1,062.05 feet to the True Point of Beginning of this description; thence continue N. 89 13'20" E. 378.83 feet to a point on the Westerly margin of the Oregon City-Molalla Highway; thence S. 30 11'30" E., along said margin, 105.64 feet to an angle point on the Right-of-Way line; thence N. 59 48'30" E. 10.00 feet; thence S. 30 11'30" E. along the Westerly margin of the Oregon City-Molalla Highway, 399.19 feet; thence S. 45 27'50" W. 340.62 feet; thence N. 30 11'30" W. 775.27 feet to the True Point of Beginning of this description.

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(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:

To install and maintain water lines and service.

...right of way over or across first party's said real estate, the center line of said

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.

Randall Construction Company, Inc.

By:

Robert D. Randall, President

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

(ORS 93.490)

STATE OF OREGON, )

County of ) ss.

Personally appeared the above named,

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

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires:

STATE OF OREGON, County of Multnomah ) ss.

October 9, 1972

Personally appeared Robert D. Randall 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 Randall

Construction Company, Inc. 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:

6-28-76

# AGREEMENT FOR EASEMENT

(FORM No. 926)

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

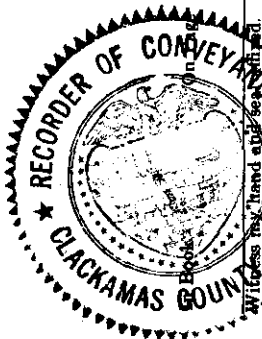
BETWEEN

Randall Construction Co., Inc.

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

DEED  
1972 OCT 13 AM 9 26  
said County at



Witness my hand and seal this 13th day of October, 1972.  
George D. Poppen  
County Clerk, Oregon  
Deputy

Recording Certificate

AFTER RECORDING RETURN TO

Randall Construction Co., Inc.  
4242 S. E. Milwaukie Ave.  
Portland, Oregon 97202

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STORM DRAIN EASEMENT

1991

(37)

Red Soils, Phase I

Robert D. Randall/Shirley M. Chuck

3-2E-5C 401

DOC# 91-36014

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