

2014-061918

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AFTER RECORDING RETURN TO:

City of Oregon City Recorder *Kattie Riggs*
P.O. Box 3040
Oregon City, Oregon 97045-0304



\$73.00

12/03/2014 09:46:56 AM

D-E Cnt=1 Stn=9 COUNTER1
\$25.00 \$16.00 \$22.00 \$10.00

Map No.: 2-2E-31AB
Tax Lot: 05800
File No.: CI 12-004

Grantor: Urban S. Arbour

CITY OF OREGON CITY, OREGON PUBLIC UTILITY(S) EASEMENT

KNOW ALL BY THESE PRESENTS, THAT this PUBLIC UTILITY EASEMENT is entered into this 15 day of September, 2014, by and between **Urban S. Arbour** hereinafter called the GRANTOR and the **City of Oregon City**, hereinafter called the CITY, its successors in interest and assigns, a permanent easement and right-of-way, including the permanent right to construct, reconstruct, operate and maintain underground utilities on the following described land:

See attached Exhibit "A" Legal Description and attached Exhibit "B" Property Map.

TO HAVE AND TO HOLD, the above described easement unto the CITY, its successors in interest and assigns forever.

No building or utility shall be placed upon, under, or within the property subject to the foregoing easement during the term thereof without the written permission of the CITY.

Upon completion of construction, the CITY shall restore the surface of the property to its original condition and shall indemnify and hold the GRANTOR harmless against any and all loss, cost, or damage arising out of the exercise of the rights granted herein.

The true consideration of this conveyance is \$1.00, the receipt of which is hereby acknowledged by GRANTOR.

And the GRANTOR above named hereby covenants to and with the CITY, and CITY's successors in interest and assigns that GRANTOR is lawfully seized in fee simple of the above granted premises, free from all encumbrances and that GRANTOR and their heirs and personal representatives shall warrant and forever defend said premises and every part thereof to the CITY, its successors in interest and assigns against the lawful claims and demands of all persons claiming by, through, or under the GRANTOR.

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

Grantor's Name and Address:
Urban S. Arbour
5627 River Street
West Linn, Oregon 97068

Grantee's Name and Address:
City of Oregon City
P.O. Box 3040
625 Center Street
Oregon City, OR 97045-0304

Before me:

NOTARY PUBLIC FOR OREGON

Notary's signature

My Commission Expires: _____

Stamp seal below

Accepted on behalf of the City of Oregon City
on the condition that the easement granted is
free and clear from any taxes, liens, and
encumbrances.



Mayor



City Recorder

P:\PublicWorks\CIP_PS_RFQ_RFP\CIP_Open\CI 12-004 Downtown Pedestrian Alleyways\Utility easements\700
Block Arbour\CI 12-004 PUE Arbour.docx

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 14, 1978
DON DEVLAEMINCK
1634

DATE OF SIGNATURE: 8/29/14
EXPIRES 12/31/2015

MAIN STREET

30'

36.60'

29.46'

TAX LOT 5801
2-2E-31AB
2009-072753

TAX LOT 5800
2-2E-31AB
91-44925

LOT 7, BLOCK 24
"OREGON CITY"

N56°29'30"E
5.00'

0.20'

TRUE POINT
OF BEGINNING

N56°29'30"E
24.26'

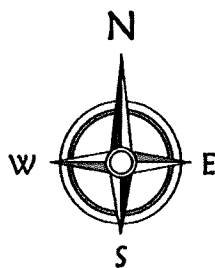
S56°29'30"W
5.00'

LOT 2, BLOCK 24
"OREGON CITY"

POINT OF
COMMENCEMENT
MOST WESTERLY CORNER
OF LOT 2, BLOCK 24,
"OREGON CITY"

10' PUBLIC ALLEY

LOT 6, BLOCK 24
"OREGON CITY"



20' 0' 20'
SCALE: 1" = 20'

EXHIBIT "B" PUBLIC UTILITY EASEMENT

6785 Exh2.dwg

COMPASS Land Surveyors
4107 SE International Way, Suite 705
Milwaukie, Oregon 97222 503-653-9093

SITUATED IN LOT 7, BLOCK 24, "OREGON CITY",
CLACKAMAS COUNTY, OREGON

DURABLE POWER OF ATTORNEY

I, URBAN S. ARBOUR, of Clackamas, Oregon, appoint WENDELLA A. EDGINTON my Agent ("my Agent"). If WENDELLA A. EDGINTON is unable or unwilling to act as my Agent, I appoint JENNA B. EDGINTON as my Agent. An alternate agent may act during any period when my Agent is temporarily unable to act. The term "my Agent" in this power of attorney shall include any alternate agent who is authorized to act under this paragraph. My Agent shall have power and authority to:

1. Support. Make expenditures for my health, education, support, maintenance, and general welfare.

1.1. Health Information. While my Agent is acting under this power of attorney, have the right to receive, review, and consent to the disclosure of my medical records. I expressly waive any physician-patient privilege or other privilege which otherwise would protect me against the disclosure of confidential information. In addition, despite my privacy rights under the Health Insurance Portability and Accountability Act (HIPAA), I specifically authorize any health care professional or facility to disclose all health information about me to my Agent. I designate my Agent as my personal representative for purposes of HIPAA.

1.2. Assistance in My Home. In the event that I require long-term care, make expenditures for care and services which I may need in order to remain in my own home. This power includes the authority to pay for the services of my Agent, family members, and friends who provide in-home care or services for me or who arrange for or manage care and services for me.

1.3. Long-Term Care Outside My Home. Make expenditures to contract and pay for long-term care outside my home if my Agent determines that I cannot receive the services I need in my home.

1.4. Disability and Long-Term Care Insurance. At my Agent's sole discretion, purchase, pay the premiums for, and collect the proceeds of disability or long-term care insurance and apply those proceeds for my benefit. This power shall not be construed to impose any obligation on either me or my Agent to maintain disability or long-term care insurance for my benefit.

2. Manage and Dispose of Assets. Take possession of, retain, change the form of, manage, maintain, improve, lease, grant options on, encumber, sell, exchange, or otherwise dispose of any of my real or personal property or any interest in property, in any manner and on any terms my Agent considers to be in my best interests.

3. Checks and Notes. Receive, endorse, sign, sell, discount, deliver, and deposit checks, drafts, notes, and negotiable or nonnegotiable instruments, including any drawn on the Treasury of the United States or the state of Oregon or any other state or governmental entity.

4. Financial Institutions. Enter into any transaction with and contract for any services rendered by a financial institution, including continuing, modifying, or terminating existing accounts; opening new accounts; drawing, endorsing, or depositing checks, drafts, and other negotiable instruments; acquiring and transferring certificates of deposit; withdrawing funds deposited in my name alone or in my name and the name of any other person or persons; and providing or receiving financial statements. "Financial institutions" means banks, trust companies, savings banks,

commercial banks, savings and loan associations, credit unions, loan companies, thrift institutions, mutual fund companies, investment advisors, brokerage firms, and other similar institutions.

5. Investments and Securities Transactions. Invest and reinvest in common or preferred stocks, bonds, mutual funds, common trust funds, money market accounts, secured and unsecured obligations, mortgages, and other real or personal property; engage in investment transactions with any financial institution; and hold my securities in the name of my Agent's nominee or in unregistered form.

6. Insurance and Annuity Contracts. Purchase, maintain, modify, renew, convert, exchange, borrow against, surrender, cancel, and collect or select payment options under any insurance or annuity contract. This power shall extend to any insurance I own on the life of my Agent. Any receipt, release, or other instrument executed by my Agent in connection with any insurance or annuity contract shall be binding and conclusive upon all persons.

7. Business Interests. Continue, participate in, sell, reorganize, or liquidate any business or other enterprise owned by me, either alone or with any other person or persons.

8. Voting. Appear and vote for me in person or by proxy at any corporate or other meeting.

9. U.S. Treasury Bonds. Purchase U.S. Treasury bonds redeemable at par in payment of federal estate tax, and borrow funds and pledge the bonds as collateral to make the purchase.

10. Retirement Plans. Establish, modify, contribute to, select payment options under, make elections under, receive payments from, make rollovers to, and take any other steps I might take with respect to IRA accounts and other retirement plans.

11. Credit Cards. Cancel or continue my credit cards and charge accounts, use my credit cards to make purchases, and sign charge slips on my behalf.

12. Collections. Demand and collect any money or property owed to me and give a receipt or discharge for the money or property collected.

13. Debts. Pay my debts and other obligations.

14. Litigation. Sue upon, defend, compromise, or submit to arbitration any controversies in which I may be interested; and act in my name in connection with any complaint, proceeding, or suit.

15. Borrowing. Borrow in any manner and on any terms my Agent considers to be in my best interests (including borrowing from my Agent's own funds), and give security for repayment.

16. Lending. Lend funds to any person (including my Agent), provided that the loan is adequately secured and bears a reasonable rate of interest.

17. Taxes and Assessments. Do the following with respect to any year through and including the year of my death: pay any tax or assessment; appear for and represent me, in person or by attorney, in all tax matters; execute any power of attorney forms required by the Internal Revenue Service, the Oregon Department of Revenue, or any other taxing authority; receive confidential information from any taxing authority; prepare, sign, and file federal, state, and local tax returns and

reports for all tax matters, including income, gift, estate, inheritance, generation-skipping, sales, business, FICA, payroll, and property tax matters; execute waivers, including waivers of restrictions on assessment or collection of tax deficiencies and waivers of notice of disallowance of a claim for credit or refund; execute consents, closing agreements, and other documents related to my tax liability; make any elections available under federal or state tax law; and delegate authority or substitute another representative with respect to all matters described in this paragraph.

18. Government Benefits. Perform any act necessary or desirable (including acting as representative payee) in order for me to qualify for and receive all types of government benefits, including Medicare, Medicaid, Social Security, veterans', and workers' compensation benefits. The power granted under this paragraph shall include the power to dispose of any property or interest in property by any means (including making gifts or establishing and funding trusts) and the power to name or change beneficiaries under insurance policies, pay-on-death arrangements, retirement plans and accounts, and any other assets, provided that any disposition or designation shall be consistent with my existing estate plan to the extent reasonably possible.

19. Disclaimer. Disclaim any property, interest in property, or power to which I may be entitled, except where an interest passes to my Agent as a result of the disclaimer; and take all steps required to make the disclaimer effective under state and federal laws, including Section 2518 of the Internal Revenue Code or any successor statute. In deciding whether to disclaim, my Agent shall consider the effect of disclaimer on taxes that may be payable, on qualification for government benefits, and on my existing estate plan.

20. Elective Share Rights. Exercise any right to claim an elective share in any estate or under any will.

21. Fiduciary Positions. Resign from or renounce on my behalf fiduciary positions, including personal representative, trustee, conservator, guardian, attorney-in-fact, and officer or director of a corporation; and discharge me from further responsibility by filing accountings with a court or settling by formal or informal methods.

22. Safe Deposit Box. Have access to and make deposits to or withdrawals from any safe deposit box rented in my name alone or in my name and the name of any other person or persons.

23. Mail. Redirect my mail.

24. Custody of Documents. Take custody of important documents, including any will, trust agreements, deeds, life insurance policies, and contracts.

25. Employees and Advisors. Employ, compensate, and discharge attorneys, accountants, investment advisors, property managers, custodians, physicians, dentists, nurses, household help, and others to render services to me or for my benefit.

26. Waiver of Privileges. Waive any attorney-client or other professional privilege which would otherwise protect me against the disclosure of confidential information, in order to obtain information from the professional.

27. Nomination of Guardian and Conservator. To the extent permitted by state law, I nominate my Agent to act as my guardian and conservator if I become incapacitated. If my Agent is unable or unwilling to act as my guardian or conservator, I nominate my currently acting agent to act as my guardian or conservator.

28. Compensation of My Agent. Compensate my Agent for the reasonable value of my Agent's financial management services while acting under this power of attorney.

29. Accounting. My Agent shall be required to account within a reasonable period after receiving a request from me, any successor agent, my guardian, or my personal representative. During any period that a conservator is appointed for me, my Agent shall account to the conservator rather than to me.

30. Gifts. Make gifts and consent to split gifts on my behalf, whether outright, in trust, or in custodianship, to or for the benefit of my descendants.

30.1. Gifts made under this paragraph may be in any amount.

30.2. The power granted under this paragraph shall include the unlimited power to make gifts to or for the benefit of my Agent, my Agent's estate, my Agent's creditors, the creditors of my Agent's estate, or any person whom my Agent has a legal duty to support.

30.3. Gifts made under this paragraph shall be consistent with my existing estate plan to the extent reasonably possible and with the reduction or elimination of estate and inheritance taxes payable by reason of my death.

30.4. My Agent shall have the power to make withdrawals from my revocable living trust for the purpose of making gifts authorized under this paragraph.

31. Trusts. Transfer any of my real or personal property to the trustee of the Arbour Family Trust.

32. Beneficiary Designations. Designate or change beneficiaries under insurance policies, pay-on-death arrangements, retirement plans and accounts, and any other assets, provided that any beneficiary designation shall be consistent with my existing estate plan to the extent reasonably possible. This power includes the power to designate my Agent as a beneficiary.

33. Substitution and Delegation. Appoint and substitute for my Agent any nominee or agent to exercise the powers granted in this instrument and revoke the appointment or substitution at any time.

34. Perform Other Acts to Carry Out the Powers Granted. Execute and deliver any written instrument and perform any other act necessary or desirable to carry out any of the powers granted under this power of attorney, as fully as I might do personally. I ratify and confirm all acts performed pursuant to this power of attorney.

35. Third Party Reliance. Third parties who rely in good faith on the authority of my Agent under this power of attorney shall not be liable to me, to my estate, or to my heirs, successors, or assigns. Third parties without actual notice of revocation may conclusively rely on the continued validity of this power of attorney. If requested, my Agent shall furnish, and a third party may conclusively rely on, an affidavit or certificate stating that (1) I was competent at the time this power of attorney was executed, (2) the power of attorney has not been revoked, (3) my Agent continues to serve under the power of attorney, and (4) my Agent is acting within the scope of authority granted under the power of attorney. My Agent may sue or pursue other action against any third party who refuses to honor this power of attorney after such an affidavit or certificate has been provided.

36. Durability. The powers granted to my Agent under this power of attorney shall continue to be exercisable even though I have become disabled or incompetent.

37. Governing Law. The validity and construction of this power of attorney shall be determined under Oregon law.

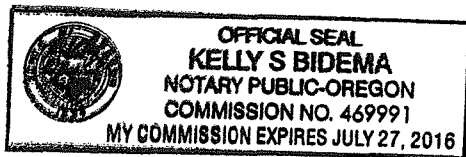
I have signed this power of attorney this 10th day of April, 2013.

Urban S. Arbour
URBAN S. ARBOUR

STATE OF OREGON)
) ss.
County of Clackamas)

On this 10th day of April, 2013, before me personally appeared URBAN S. ARBOUR and acknowledged to me that he executed this power of attorney freely and voluntarily.

Kelly S. Bideman
Notary Public for Oregon



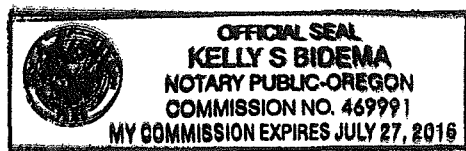
SIGNATURE OF AGENT

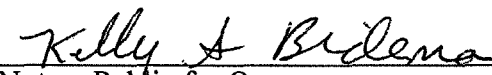
Agent acknowledges that the following is Agent's signature:


WENDELLA A. EDGINTON

STATE OF OREGON)
) ss.
County of Clackamas)

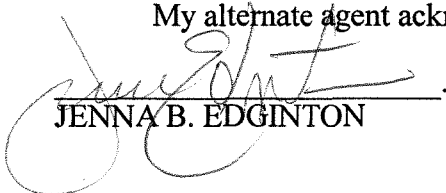
Subscribed and sworn to before me this 10th day of April, 2013.




Notary Public for Oregon

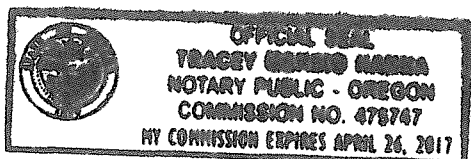
SIGNATURE OF ALTERNATE AGENT


My alternate agent acknowledges that the following is my alternate agent's signature:


JENNA B. EDGINTON

STATE OF OREGON)
) ss.
County of CLACKAMAS)

Subscribed and sworn to before me this 20th day of April, 2013.




Notary Public for Oregon