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20ns.

Clackamas County Official Records  
Sherry Hall, County Clerk

2010-071515

AFTER RECORDING RETURN TO:

Kelly Burpyne  
City Recorder

City of Oregon  
P.O. Box 3040  
Oregon City, Oregon 97045-0304



01449481201000715150050052

\$87.00

11/09/2010 08:09:43 AM

D-E Cnt=1 Stn=9 DIANNAW  
\$25.00 \$16.00 \$16.00 \$10.00 \$20.00

Map No.: 22E29  
Tax Lot: 01800  
Planning No.: CI 10-010

Grantor: Oregon City Center, LLC

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

KNOW ALL BY THESE PRESENTS, THAT Oregon City Center, LLC  
hereinafter called the GRANTOR, do(es) hereby grant unto 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  
the Public Water Main on the following described land:

See attached Exhibit "A, Page 1 of 2" Legal Description and attached

Exhibit "A, Page 2 of 2" Sketch for Legal Description

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

GRANTOR reserves the right to use the surface of the land for walkways, plantings,  
parking, and related uses. Such uses undertaken by the GRANTOR shall not be inconsistent or  
interfere with the use of the subject easement area by the CITY. No building or utility shall be  
placed upon, under, or within the property subject to the foregoing easement during the term  
thereof, however, without the written permission of the CITY.

Upon completion of the 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 (no exceptions)

and that GRANTOR and their heirs and personal representatives shall warrant and forever defend  
the 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.

IN WITNESS WHEREOF, the GRANTOR has executed this 22nd day of October, 2010; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

**NOTICE:** No stamp or corporate seal is allowed over any typed information.

Individuals, general partnerships

\_\_\_\_\_

Signer's Name

\_\_\_\_\_

Signer's Name

\_\_\_\_\_

(if executed by a corporation  
affix corporate seal below)

Corporation/limited partnership

Oregon City Center, LLC

Corporation/Partnership Name

\_\_\_\_\_

Signer's Name, Title

[Signature] - V.P. of Investment  
Concept & Inc. - Oregon Manager

Signer's Name, Title

\_\_\_\_\_

Signer's Name, Title

\_\_\_\_\_

**NOTICE TO NOTARIES:** No notary stamp or corporate seal is allowed over any typed information.

Personal Acknowledgment  
STATE OF ~~OREGON~~ CALIFORNIA (DS)  
County of Orange ) ss.

Personally appeared the above named  
\_\_\_\_\_  
\_\_\_\_\_  
and acknowledged the foregoing instrument to  
be his voluntary act and deed.

Before me:

NOTARY PUBLIC FOR ~~OREGON~~

\_\_\_\_\_  
Notary's signature  
My Commission Expires: \_\_\_\_\_  
Stamp seal below

(Grantor's Name and Address)

**City of Oregon City**  
**P.O. Box 3040**  
**625 Center Street**  
**Oregon City, OR 97045-0304**

(Grantee's Name and Address)

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 *Alan Norris*

City Recorder *Nancy Soble*  
Page 3

Corporate Acknowledgment  
STATE OF ~~OREGON~~ CALIFORNIA (DS)  
County of Orange ) ss.

Personally appeared George A. Chami Jr.  
\_\_\_\_\_  
\_\_\_\_\_  
who being duly sworn,  
each for himself and not one for the other did  
say that the former is the vice president  
and that the latter is the \_\_\_\_\_ secretary DS  
of Investment Concepts, Inc. - Oregon  
\_\_\_\_\_, a corporation, and that the seal affixed  
to the foregoing 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~~ CALIFORNIA (DS)  
*Dana Sims*  
Notary's signature  
My Commission Expires: 4-24-14  
Stamp seal below

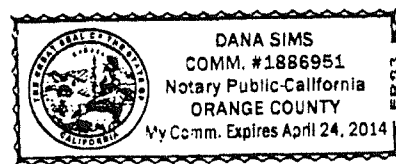


Exhibit A, 1 of 2

Exhibit "A"

**LEGAL DESCRIPTION**  
**OREGON CITY SHOPPING MALL (ORE-06)**  
**WATERLINE EASEMENT**  
March 25, 2010  
Page 1 OF 2

A portion of that certain tract of land described in document number 2007-066971, located in the Northeast one-quarter of Section 30, Township 2 South, Range 2 East, Willamette Meridian, City of Oregon City, Clackamas County, Oregon, more particularly described as follows.

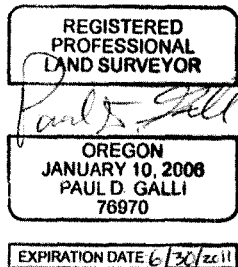
Basis of bearings for this legal description is the south line of Tract "A", being North 87°28'14" East (record North 87°28'04" East per plat of "Clackamette Cove").

A strip of land, fifteen feet (15.00') in width, lying seven and one-half feet (7.50') on each side of the following described centerline:

**Beginning** at a point on the west line of document number 2007-066971, Clackamas County Oregon Deed Records which bears South 2°31'57" East a distance of 41.48 feet from the southwest corner of Tract A per the plat of "Clackamette Cove", Clackamas County Oregon Survey Records; Thence from said **Point of Beginning** North 88°49'54" East a distance of 113.71 feet to the **Point of Terminus**.

The westerly sidelines of the above described strip of land to be lengthened or shortened to intersect the adjoining property line, as shown on the attached exhibit entitled "WATERLINE EASEMENT", which is made a part hereof.

Contains 1,706 square feet, more or less.



S:\PROJECT\ORE-06-SUR\ORE06-TOPO-SUR\Legal Descriptions\ORE-06-Waterline Legal.doc

Exhibit A, 2 of 2

