

After Recording Return to:

City Recorder *Nancy He*
City of Oregon City
P.O. Box 3040
Oregon City, Oregon 97045

Clackamas County Official Records
Sherry Hall, County Clerk

2009-049339



01324610200900493390060065

\$56.00

07/10/2009 02:06:06 PM

D-E Cnt=1 Stn=9 DIANNAW
\$30.00 \$16.00 \$10.00

**PUBLIC UTILITY EASEMENT
(Pease Road Pump Station)**

Grantor:

Pavilion Park Development LLC
1980 Willamette Falls Drive, Suite 200
West Linn, Oregon 97068

KNOW ALL PERSONS BY THESE PRESENTS, THAT Pavilion Park Development LLC, hereinafter called Grantor, grants, bargains, sells and conveys to the City of Oregon City, a political subdivision of the State of Oregon, hereinafter, called Grantee, its successors and assigns a non-exclusive perpetual public utility easement over, under, and across all of the following described real property (the "Property"), situated in Clackamas County, Oregon, described on Exhibit "A" Legal Description attached, and attached Exhibit "B" drawing for Legal Description to and by reference made a part of the document.

TERMS, CONDITIONS, AND COVENANTS

1. Grantee shall have the non-exclusive right to enter upon the Property and to site, build, construct, erect, access, maintain, repair, rebuild, and operate a sewer pump station, and all uses directly or indirectly necessary thereto. Such uses shall include but are not limited to the installation of piping, cabling and appurtenances and the protection thereof from fire and other hazards.
2. Grantee shall have the right to enter upon the Property at all times in order to install, maintain and operate said pump station and appurtenances thereto.
3. Unless extended as set out in the balance of Section 3, in the event that Grantee has not installed a complete, operational pump station on the Property within 18 months of the Grantor delivering this easement to Grantee, this easement shall terminate and have no further effect on Property. In the event that the City has substantially completed installation of the pump station within the 18 month period identified above, but it is not operational within the stipulated time period, the City shall be allowed to extend this

easement for up to two periods of one year each. In the event that this easement is terminated as herein described, the City shall promptly execute and deliver a quitclaim deed and all other necessary documentation to clear the easement from the title of the Property.

4. Grantor shall have the right to use the Property for all purposes not inconsistent with the uses and purposes of this easement, except Grantor shall not build or erect any structure or improvement upon, over or across the Property, without the prior written consent of Grantee, nor shall Grantor allow any encroachment which could interfere with or compromise Grantee's ability to exercise its rights under this easement. In the event any such encroachment occurs, Grantor shall have no right to claim additional compensation based upon the removal or damage to source f the encroachment.
5. The Grantor warrants that it holds fee title to the Property and that Grantee may peaceably enjoy the rights and benefits of this easement and that Grantee intends to include the Property in a dedication or other transfer to Grantee as a part of Grantor's plat approval process.
6. This easement inures to the benefit of and binds the parties hereto, their heirs, devisees, administrator, executors, successors and assigns, provided, however, that this easement shall terminate upon the dedication or other transfer of the Property to Grantee, which transfer Grantor agrees to pursue in a timely fashion.
7. Grantee shall name Grantor as an additional insured under its insurance policies for the purpose of this work and agrees to hold Grantor harmless and indemnify it against all claims, damage and cause of action related to this work.
8. This easement shall terminate upon dedication of the easement property to Grantee by Grantor.

The true consideration for this conveyance is \$1.00 and other good and valuable consideration.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 29th day of June, 2009; 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

Pavilion Park, LLC.

Corporation/Partnership Name

[Signature]

Signer's Name, Title

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)
) ss.
County of _____)

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

Corporate Acknowledgment

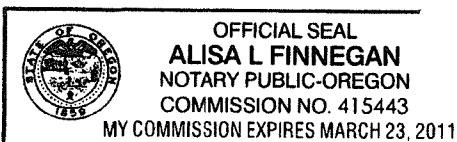
STATE OF OREGON)
) ss.
County of Clackamas)

Personally appeared Mark Handris
_____ 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
_____, 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:

[Signature]

Notary's signature
My Commission Expires: 03-23-11
Stamp seal below



Pavilion Park, LLC
1980 Willamette Falls Dr. Suite 200
West Linn, OR 97068
(Grantor's Name and Address)

City of Oregon City
P.O. Box 3040
320 Warner Milne Road
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


City Recorder

Exhibit "A"

LEGAL DESCRIPTION

Pavilion Park (ICC-11)

Pump Station Easement (2008-054603)

January 14, 2009

Page 1 OF 2

A portion of that certain tract of land described in document number 2008-054603, Clackamas County, Oregon Deed Records, located in the northwest one-quarter of Section 7, Township 3 South, Range 2 East, Willamette Meridian, City of Oregon City, Clackamas County, Oregon, more particularly described as follows:

BEGINNING at a point on the northeasterly line of that certain tract of land described in document number 94 44290, Clackamas County, Oregon Deed Records that bears South 47° 22' 35" East, 10.00 feet from a five-eighths inch iron rod with yellow plastic cap marked "Compass Engineering" at the most northerly corner of that certain tract of land described in document number 94 44290, Clackamas County, Oregon Deed Records (said iron rod is shown on SN2008-168, Clackamas County, Oregon Survey Records) also being a point on the southeasterly right-of-way line of Pease Road (being 20.00 feet to the centerline thereof, measured perpendicular thereto); Thence, from said **POINT OF BEGINNING**, running parallel with said southeasterly right-of-way line of Pease Road North 42° 01' 26", 39.58 feet; Thence, South 47° 40' 43" East, 77.26 feet; Thence, South 42° 19' 17" West, 39.99 feet to a point on said northeasterly line; Thence, along said line, North 47° 22' 35" West, 77.06 feet to said **POINT OF BEGINNING**.

Contains 3,070 square feet, more or less.

The basis of bearings and boundary for this description is SN2008-168, Clackamas County, Oregon Survey Records.

The attached exhibit "B" entitled "Pump Station Easement (2008-054603)" is made a part hereof.

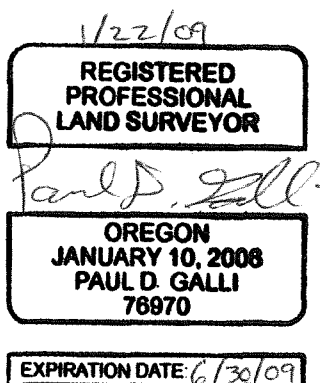


EXHIBIT "B"
PUMP STATION EASEMENT (2008-054603)

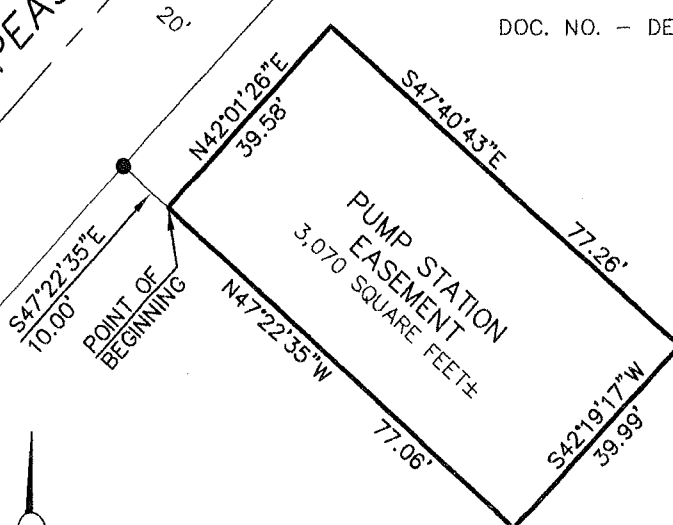
LEGEND

● = 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED
"COMPASS ENGINEERING" PER SN2008-168

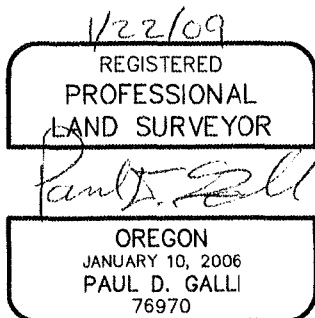
CCDR - DENOTES "CLACKAMAS COUNTY, OREGON DEED
RECORDS"

DOC. NO. - DENOTES "DOCUMENT NUMBER"

PEASE ROAD



SCALE
1" = 30'



RENEWAL DATE 6-30-09

SEE ATTACHED
LEGAL
DESCRIPTION



Harper
Houf Peterson
Righellis Inc.

ENGINEERS • PLANNERS • SURVEYORS
205 SE SPOKANE STREET, SUITE 200, PORTLAND, OR 97202
TEL 503.221.1131 www.hhpr.com FAX 503.221.1171
ICC-11 PDG 01/14/2009 PAGE 2 OF 2

6