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Clackamas County Official Records
Sherry Hall, County Clerk

2007-020967

AFTER RECORDING RETURN TO:

City Recorder, Nancy Ide
PO, Box 3040
Oregon City, Oregon 97045-0304



\$46.00

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03/12/2007 02:12:16 PM

D-E Cnt=1 Stn=9 DIANNAW
\$25.00 \$11.00 \$10.00

Map No.: 3-2E-8A
Tax Lots: 3200, 3300, and 3400
Planning No.: SP 05-07

PUBLIC UTILITY EASEMENT

KNOW ALL BY THESE PRESENTS, THAT OC POINT LLC, an Oregon limited liability company, hereinafter called the “**Grantor**”, does hereby grant unto the City of Oregon City, hereinafter called the “**Grantee**”, its successors in interest and assigns, a perpetual non-exclusive easement, dedicated to the public (the “**Easement**”) for public utility purposes (as defined below), in, upon, and across all of the real property situated in Clackamas County, Oregon as more particularly described in the legal description attached hereto as Exhibit A (the “**Easement Area**”), which Easement Area is also shown on the sketch attached hereto as Exhibit B. The Easement Area is part of a larger tract of land which may be developed by Grantor for the operation of a retail development (Grantor’s larger tract, including the Easement Area, is referred to herein as the “**Development**”).

Such Easement is for the purposes (referred to as “public utility purposes”) of maintaining, installing or re-installing, constructing, altering, repairing, and operating public utilities and appurtenances within the Easement Area (“**Public Utility Improvements**”), for the benefit of the public, together with the right of ingress to and egress from the Easement Area for the foregoing purposes. All Public Utility Improvements installed in the Easement Area pursuant to the Easement granted herein shall be underground.

For value received and in consideration of the covenants and conditions set forth herein, the Easement granted herein is given and accepted on the following terms:

1. From and after the date on which Grantee accepts the Easement granted herein, if the Easement Area is disturbed by maintenance, alteration, repair or replacement work by Grantee of the Public Utility Improvements, Grantee will cause the surface of the Easement Area to be restored as nearly as possible to the condition in which it existed at the commencement of the work, at its sole cost and expense. Grantee agrees to cause the work to be performed so as to avoid, to the extent reasonably possible, interference with other utilities or access to the Development or business operations at the Development. Grantee shall keep the Easement Area and Development free from any liens caused by Grantee, its agents, independent contractors or employees.

2. Grantee will cause the Public Utility Improvements to be maintained in good, safe and proper working condition and shall indemnify and hold Grantor and the fee owner(s) of the Development, and their respective agents, tenants, successors and assigns, harmless for, from and against any and all claims, demands, losses, damages, expenses and liabilities, including (without limitation) personal injury, and for any damage to or loss or destruction of property, arising out of or resulting from the construction, maintenance or use of the Public Utility Improvements in the Easement Area or arising out of Grantee's use of the Easement Area; provided, however, that a party shall not be entitled to such indemnification for damage caused by the sole negligence or intentional misconduct of the indemnified party, or damage caused by the concurrent negligence of the indemnified party to the extent of such concurrent negligence.

3. Grantor reserves the right to use the surface of the Easement Area for walkways, plantings, parking, parking lot lighting, utilities and service facilities and other uses that are consistent with the Easement hereby granted and related uses. Such uses undertaken by the Grantor shall not be inconsistent or unreasonably interfere with the use of the Easement Area by the Grantee. No permanent building shall be placed upon, under, or within the Easement Area by Grantor during the term thereof, however, without the written permission of the Grantee. Grantor shall indemnify and hold Grantee, and its agents, successors and assigns, harmless for, from and against any and all claims, demands, losses, damages, expenses and liabilities, including (without limitation) personal injury, and for any damage to or loss or destruction of property, arising out of or resulting from Grantor's use of the surface of the Easement Area; provided, however, that a party shall not be entitled to such indemnification for damage caused by the sole negligence or intentional misconduct of the indemnified party, or damage caused by the concurrent negligence of the indemnified party to the extent of such concurrent negligence.

4. Grantor covenants to and with the Grantee, and Grantee's successors in interest and assigns that Grantor is lawfully seized in fee simple of the real property on which this Easement is granted, free from all encumbrances except for current taxes and assessments, easements, covenants, conditions and restrictions of record, and other matters of record, and that Grantor shall warrant and forever defend the rights herein granted against the lawful claims of all persons claiming by, through, or under the Grantor, except as stated herein.

5. This Agreement and the easement granted herein shall run with the land and inure to the benefit of Grantee, its successors and assigns, and shall be binding upon Grantor, its successors and assigns.

In construing this document 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.





EXHIBIT A
Legal Description of the Easement Area

LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

LEGAL DESCRIPTION FOR GRAMOR (OREGON CITY)
10' Public Utility Easement

June 22, 2006

A parcel of property 10.00 feet in width, in the Robert Caufield D.L.C. in Sections 8 and 9, Township 3 South, Range 2 East of the Willamette Meridian, Clackamas County, Oregon, being the Northeast 10.00 feet of a 23.00 foot strip of land adjacent to and Northeast of the following described line:

COMMENCING at the Northwest corner of said Caufield D.L.C.;

THENCE South 89° 04' 04" East along the North line of said Caufield D.L.C. 153.54 feet to the Northeasterly right-of-way line of Molalla Avenue, said point being 30.00 feet from, as measured at right angles to, the centerline of said Molalla Avenue;

THENCE South 28° 41' 14" East along said Northeasterly right-of-way line 883.25 feet to the North line of that tract conveyed to Ronald R. and Glenda K. Saunders by deed recorded under Document No. 97-083225, dated Oct. 24, 1997, Clackamas County deed records and the TRUE POINT OF BEGINNING;

THENCE South 28° 41' 14" East along said Northeasterly right-of-way line 212.09 feet to a 542.96 foot radius non-tangent curve to the left with a tangent bearing into the curve at this point of South 28° 58' 08" East;

THENCE continuing along said Northeasterly right-of-way line around said 542.96 foot radius curve to the left a distance of 118.32 feet (the long chord bears South 35° 12' 43" East 118.08 feet) to an angle point in said Northeasterly right-of-way line of Molalla Avenue and the end of the above described line.

The sidelines of the above described 13.00 foot strip shall be extended or shortened to intersect the North line of said Saunders tract and the Northerly right-of-way line of Molalla Avenue.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
FEBRUARY 3, 1983
BRUCE D. TOWLE
2030

2/7/06

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BDT/nsk

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RENEWAL DATE: 6/30/08

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EXHIBIT B

Sketch Showing Easement Area

