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Sm

AFTER RECORDING RETURN TO:

Kelly Burgoyne
City Recorder (Nancy Ide)
P.O. Box 3040
Oregon City, Oregon 97045-0304



01450848201000727390030030

\$62.00

11/15/2010 12:25:10 PM

D-ER Cnt=2 Stn=2 TINAJAR
\$15.00 \$5.00 \$16.00 \$16.00 \$10.00

Map: 3-2E-06DC / 3-2E-07A

Tax Lot: 4200 & 4100 / 200

Planning File: TP06-02

(See Mays Point Lot 11)

Property Owner(s) A: KNAPP, TODD & VALERIE
Property Owner(s) B: PHIPPS, CHARLES & JULIA
Property Owner(s) C: LIEB, STEPHEN & MARGARET

RELEASE OF PRIVATE STORM EASEMENT AND ACKNOWLEDGEMENT OF REPLACEMENT PUBLIC STORM EASEMENT

WHEREAS, a private storm drainage easement was created along the northwesterly 10 feet of Mays Point Lot No. 11 per the plat of "Mays Point" subdivision (Clackamas County Plat No. 4164), hereinafter called "PRIVATE EASEMENT"; and

WHEREAS, this PRIVATE EASEMENT benefits Mays Point Lot 9, Mays Point Lot 10 and the property described per Clackamas County Fee Deed (Document) No. 78-54699; and

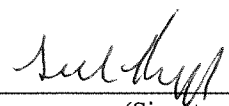
WHEREAS, the City of Oregon City, hereinafter called "CITY", desires to replace the above described private storm drainage easement with a public storm drainage easement to be granted to the CITY (as described per Exhibit "A"), hereinafter called "PUBLIC EASEMENT"; and

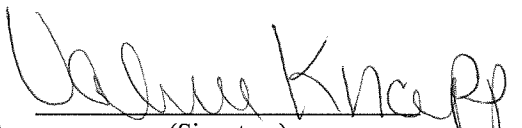
WHEREAS, the PRIVATE EASEMENT is no longer needed after the PUBLIC EASEMENT is recorded.

NOW THEREFORE, the owners of Mays Point Lot 9, Mays Point Lot 10 and the property described per Clackamas County Fee Deed (Document) No. 78-54699 hereby release the PRIVATE EASEMENT (and acknowledge the replacement PUBLIC EASEMENT) per their respective notarized signatures below.

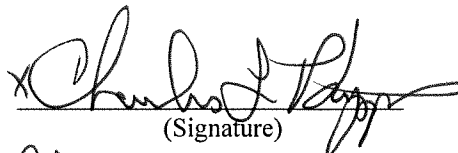
IN WITNESS WHEREOF, the respective owners, A, B and C, have executed this agreement as noted below,

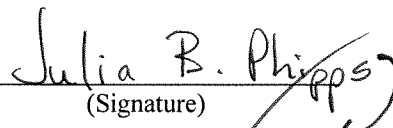
A) Mays Point Lot 9:


(Signature)
TODD Knapp
(Printed Name)



(Signature)
Valerie Knapp
(Printed Name)


B) Mays Point Lot 10:


(Signature)
Charles L. Phipps
(Printed Name)


(Signature)
Julia B. Phipps
(Printed Name)

C) Fee Doc 78-54699 property:


(Signature)
STEPHEN C. LIEB
(Printed Name)


(Signature)
MARGARET J. LIEB
(Printed Name)

A STATE OF OREGON)
County of Clackamas) ss.
On this 22nd day of October, 2010, before me, Kathleen A Griffin, the undersigned
Notary Public, personally appeared Valerie and Todd Knapp
☐ Personally known to me.
☒ Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that they executed it.

NOTICE: No stamp is allowed over any typed information.
Stamp seal below

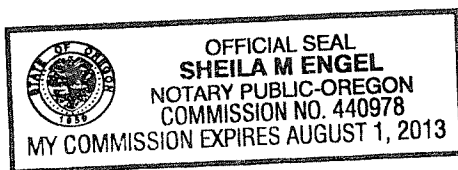


WITNESS my hand and official seal.

Kathleen A. Griffin
Notary's signature
My commission expires: 10-23-2011

B STATE OF OREGON)
County of Clackamas) ss.
On this 26th day of Oct., 2010, before me, Sheila M Engel, the undersigned
Notary Public, personally appeared Charles L. Phipps and Julia B. Phipps
☐ Personally known to me.
☒ Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that they executed it.

NOTICE: No stamp is allowed over any typed information.
Stamp seal below

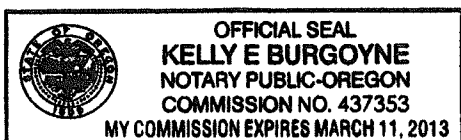


WITNESS my hand and official seal.

[Signature]
Notary's signature
My commission expires: 8/1/2013

C STATE OF OREGON)
County of CLACKAMAS) ss.
On this 20th day of OCTOBER, 2010, before me, Kelly E. Burgoyne, the undersigned
Notary Public, personally appeared STEPHEN C. LIEB AND MARGARET J.
☐ Personally known to me.
☒ Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that they executed it.

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Stamp seal below

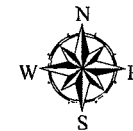
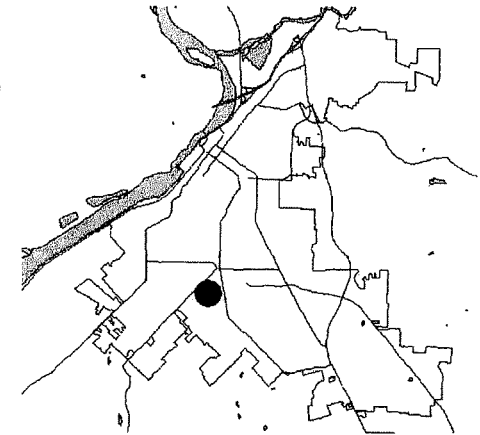


WITNESS my hand and official seal.

Kelly E. Burgoyne
Notary's signature
My commission expires: March 11, 2013

EXHIBIT "A" (Mays Point Lot 11)

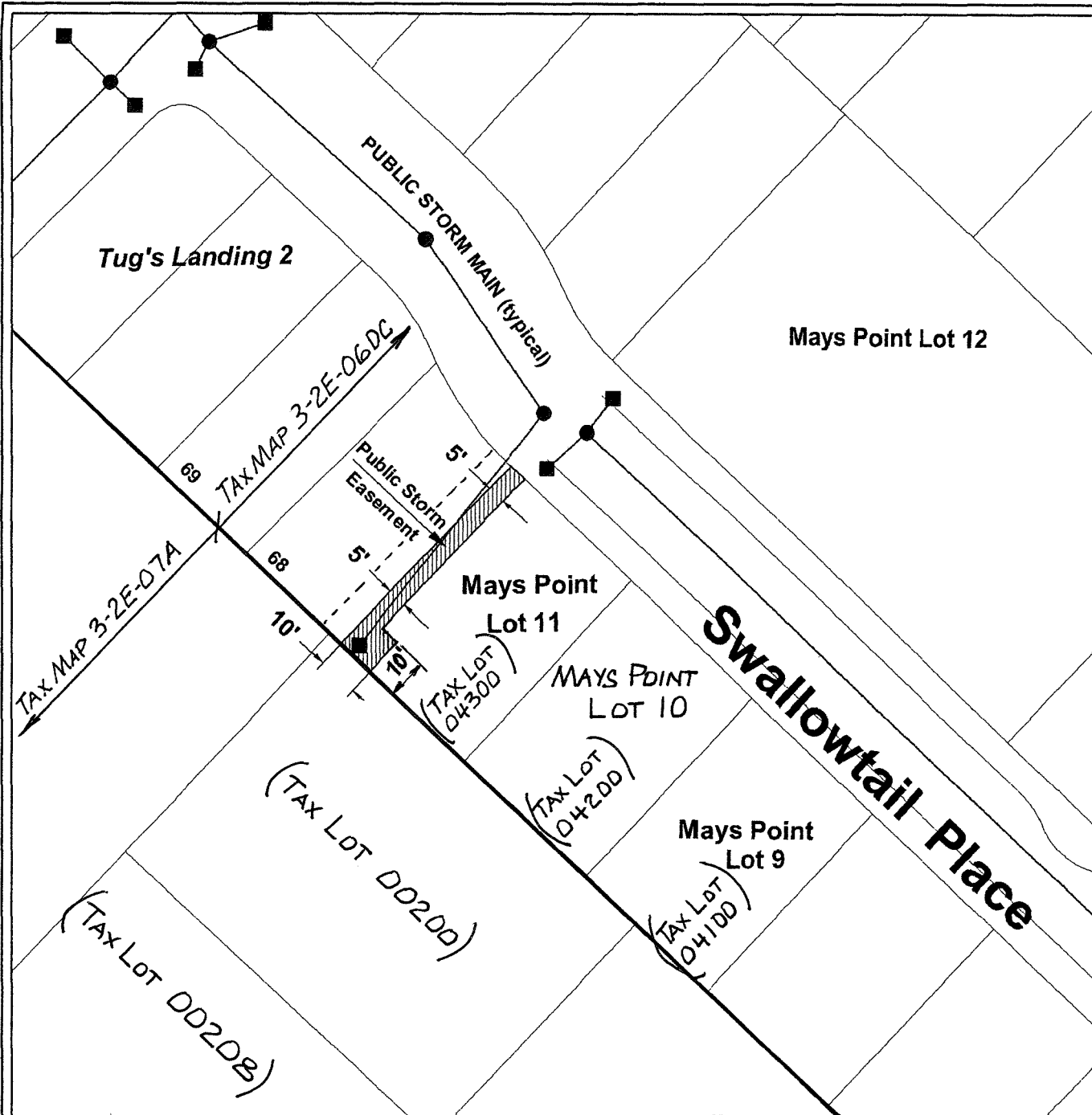
REPLACEMENT EASEMENT;
SEE RECORDER'S Doc. 2010-071514



City of Oregon City
P.O. Box 3040
625 Center St
Oregon City, OR 97045
(503) 657-0891
www.orcity.org

This map is not suitable for survey, engineering, or navigation purposes. Errors and omissions may exist.

Map created with OCeditMap 2010



AFTER RECORDING RETURN TO:

Kelly Burgoyne
City Recorder

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



01449480201000715140050056

\$67.00

11/09/2010 08:09:43 AM

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

COPY

Map No.: 3-2E-06DC

Tax Lot: 4300 (Lot 11 Mays Point)

Planning No.: TP06-02

Grantor: Hemphill, Jacob

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

KNOW ALL BY THESE PRESENTS, THAT JACOB HEMPHILL 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 STORMWATER FACILITIES AND DRAINAGE on the following described land:

See attached Exhibit "A" Legal Description and attached

Exhibit "B" 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 19th 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

Corporation/Limited Partnership


(Signature)

(Signature for Corporation/Partnership)

JACOB HEMPHILL

(Signer's Printed Name)

(Signer's Name, Title)

(Signature)

(Signer's Name, Title)

(Signer's Printed Name)

(Signer's Name, Title)

(if executed by a corporation
affix corporate seal below)

(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 Clackamas)

Personally appeared the above named

Jacob Hemphill

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

Before me:

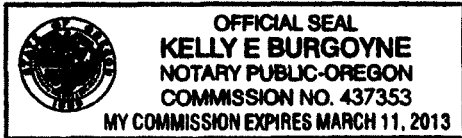
NOTARY PUBLIC FOR OREGON

Kelly E. Burgoyne

Notary's signature

My Commission Expires: 03/11/2013

Stamp seal below



(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 Allen Lewis

City Recorder Nancy Ude

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Corporate Acknowledgment

STATE OF OREGON)
) ss.
County of _____)

Personally appeared _____

_____ 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:

NOTARY PUBLIC FOR OREGON

Notary's signature

My Commission Expires: _____

Stamp seal below

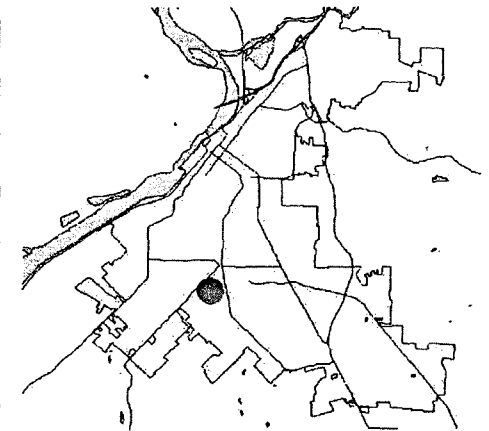
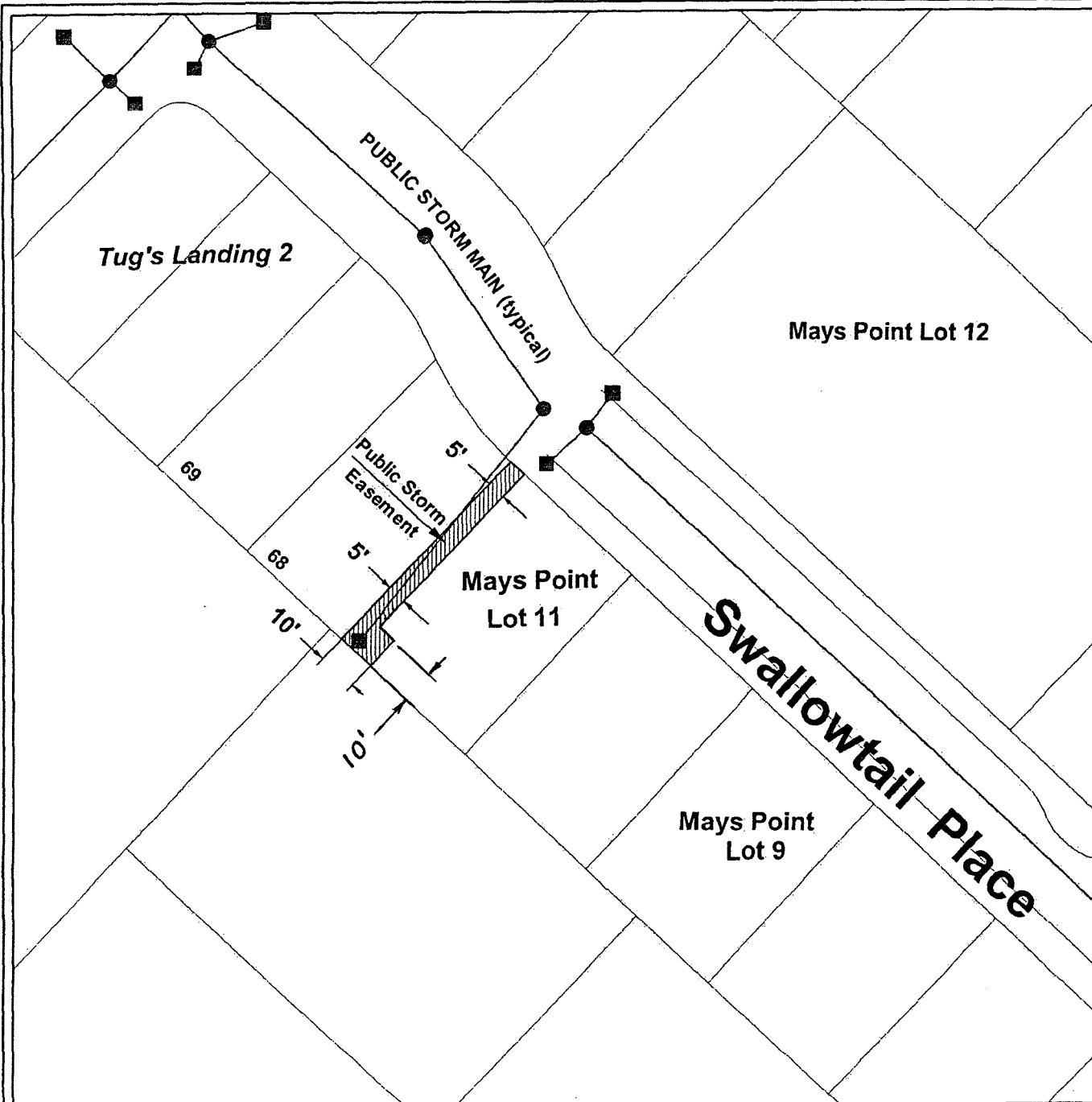
LEGAL DESCRIPTION

The northwesterly 5 feet and the northwesterly 10-foot of the southwesterly 10 feet of that tract of land known as Lot 11 of Mays Point, Subdivision Plat No. 4164 (a duly recorded plat), in Oregon City, Clackamas County, Oregon.

EXHIBIT "A"

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EXHIBIT "B" (Mays Point Lot 11)



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Map created with OCEditMap 2010

03/12/2010