

AFTER RECORDING RETURN TO:

54

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

Avon Parker



\$73.00

02/22/2018 02:40:20 PM

D-E Cnt=1 Stn=2 COUNTER3
\$25.00 \$16.00 \$22.00 \$10.00

Map No.: 3-2E-05C

Tax Lot: 200

Planning No.: DP 16-02

Grantor: HILLTOP MALL LLC

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

KNOW ALL BY THESE PRESENTS, THAT HILLTOP MALL LLC hereinafter called the GRANTOR, does 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 Public Water Facilities 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 instrument this 16 day of NOVEMBER, 2017; 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.*

Corporation/limited partnership

HILLTOP MALL LLC

Signer's Name, Title (signature)

C. T. Danielson

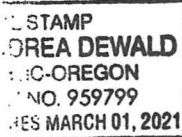
PROPERTIES

Manager, Hilltop Mall LLC

C. T. Danielson

Signer's Name, Title (printed)

Craig T. Danielson, Manager



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

(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 _____

City Recorder _____

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Corporate Acknowledgment

STATE OF OREGON)
) ss.
County of Clackamas)

Personally appeared Craig Danielson
and _____

who being duly sworn, each for himself and not one for the other did say that the former is the manager ~~president~~ and that the latter is the _____ secretary of Hilltop Properties LLC 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: November 16, 2017

NOTARY PUBLIC FOR OREGON

Maricela Dewald

Notary's signature

My Commission Expires: 3/01/2021

Stamp seal below

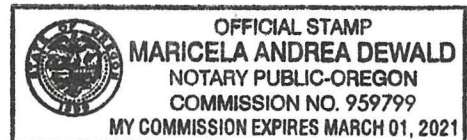


EXHIBIT A
LEGAL DESCRIPTION OF PUBLIC WATERLINE EASEMENT

A 15.00 FOOT WIDE STRIP OF LAND, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN QUITCLAIM DEED TO HILLTOP MALL, LLC, RECORDED AS DOCUMENT NUMBER 2006-022739, CLACKAMAS COUNTY DEED RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE TERMINUS OF THE CENTERLINE OF PUBLIC WATERLINE EASEMENT NUMBER 2 AS DESCRIBED IN PUBLIC UTILITY EASEMENT GRANTED TO THE CITY OF OREGON CITY BY DOCUMENT NUMBER 2011-066460, CLACKAMAS COUNTY DEED RECORDS; THENCE NORTHERLY ALONG SAID CENTERLINE THE FOLLOWING SIX (6) COURSES:

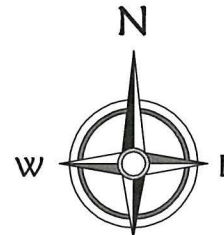
- 1) NORTH 07°50'22" EAST 14.01 FEET;
- 2) THENCE NORTH 18°01'40" WEST 21.44 FEET;
- 3) THENCE NORTH 84°43'35" WEST 38.96 FEET;
- 4) THENCE NORTH 04°18'40" WEST 22.20 FEET;
- 5) THENCE NORTH 57°13'30" WEST 19.72 FEET;
- 6) THENCE NORTH 88°26'00" WEST 38.39 FEET TO THE TRUE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED;

THENCE LEAVING SAID CENTERLINE NORTH 01°34'00" EAST 5.00 FEET; THENCE NORTH 88°26'00" WEST 126.02 FEET; THENCE SOUTH 85°24'40" WEST 50.85 FEET; THENCE NORTH 27°28'20" WEST 68.47 FEET; THENCE SOUTH 62°31'40" WEST 15.00 FEET; THENCE SOUTH 27°28'20" EAST 78.42 FEET; THENCE NORTH 85°24'40" EAST 59.99 FEET; THENCE SOUTH 88°26'00" EAST 125.22 FEET; THENCE NORTH 01°34'00" EAST 10.00 FEET TO THE TRUE POINT OF BEGINNING.



DATE OF SIGNATURE: 11/15/17
EXPIRES 12/31/2019

EXISTING PUBLIC WATERLINE
EASEMENT NUMBER 2 PER
DOC. NO. 2011-066460



Scale: 1" = 40'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 14, 1978
DON DEVLAMINCK
1634

DATE OF SIGNATURE: *[Signature]*

EXPIRES 12/31/2019

S62°31'40"W
15.00'

N27°28'20"W
68.47'

S27°28'20"E
78.42'

15' PUBLIC
WATERLINE
EASEMENT

S85°24'40"W
50.85'

N85°24'40"E
59.99'

15' PUBLIC
WATERLINE
EASEMENT

NEW BUILDING

EXISTING WATERLINE

S88°26'00"E 125.22'

N01°34'00"E
10.00'

N01°34'00"E
5.00'

N88°26'00"W 126.02'

TRUE POINT
OF BEGINNING

N88°26'00"W
38.39'

N57°13'30"W
19.72'

N84°43'35"W
38.96'

N18°01'40"W
21.44'

N07°50'22"E
14.01'

N04°18'40"W
22.20'

EXISTING PUBLIC
WATERLINE EASEMENT
NUMBER 2 PER DOC.
NO. 2011-066460

POINT OF
COMMENCEMENT

(TERMINUS OF CENTERLINE OF
PUBLIC WATERLINE EASEMENT
NUMBER 2 PER DOC. NO.
2011-066460)

BEAVERCREEK ROAD

3509.21 Water Ease2017

EXHIBIT "B"

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

15' PUBLIC WATERLINE EASEMENT

S.W. 1/4 OF SECTION 5, T. 3S., R. 2 E., W.M.
CITY OF OREGON CITY
CLACKAMAS COUNTY, OREGON