

67
AFTER RECORDING RETURN TO:

Avon Parker, Public Works
City of Oregon City, City Recorder
P.O. Box 3040
Oregon City, Oregon 97045-0304



02275281201900683520060063

\$118.00

10/29/2019 01:54:51 PM

D-E Cnt=1 Stn=54 TIFFANYSTA
\$30.00 \$16.00 \$62.00 \$10.00

Planning No.: SP-17-119

Tax Map & Lot: APN 2-2E-32CC-0470

GRANTOR: Pleasant Street Housing LLC

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

KNOW ALL BY THESE PRESENTS, THAT Pleasant Street Housing LLC, hereinafter called "**Grantor**", does hereby grant unto the City of Oregon City, hereinafter called the "**City**", and its successors in interest and assigns, a permanent easement, including the permanent right to construct, reconstruct, operate, and maintain utilities within the easement, described as follows:

See attached **Exhibit A** Legal Description, and

Exhibit B Drawing 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 all loss, cost, or damage arising out of the exercise of the rights granted herein.

The true consideration of this conveyance is for other value given, 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 Permittee has executed this instrument this 9TH day of OCTOBER, 20 19. The person(s) whose name(s) is/are subscribed to the within instrument acknowledge that he/she/they executed the instrument in his/her/their legally authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

[Signature Page(s) Follow]

GRANTOR: Pleasant Street Housing LLC

As shown on Page 1 (name of organization or individual property owner(s))

[Signature]

Signature No. 1

NIKOLAI URSIN, AUTHORIZED REPRESENTATIVE

Signer printed name, Title (if any)

Signature No. 2

Signer printed name, Title (if any)

STATE OF OREGON)

County of Clackamas)

This record was acknowledged before me on (date) OCTOBER 19TH, 2019

by NIKOLAI URSIN

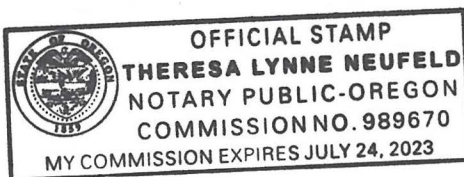
Signer's printed name

as AUTHORIZED REPRESENTATIVE OF PLEASANT STREET HOUSING LLC

Title and (if applicable) Name of Corporation or Party on whose behalf the record is executed

Stamp notary seal:

WITNESS my hand and official seal.



[Signature]
Signature of Notary Public

My commission expires: 7/24/2023

Accepted on behalf of the City of Oregon City:

[Signature]
By: Anthony J. Konkol III, City Manager

[Signature]
By: John M. Lewis, Public Works Director

[Signature]
Attest: Kattie Riggs, City Recorder

Insert Exhibit A and Exhibit B here.

Exhibit A is a legal description of the subject easement – provided by a professional land surveyor and stamped with their seal – and having a 1/8th-inch or larger font size (8.5-inch by 11-inch page).

Exhibit B is the drawing of the legal description, having a 1/8th-inch or larger font size (8.5-inch by 11-inch page is preferred).

NOTE:

Please remit the required processing and recording fee with this document submittal.

Photostatic copies of reduced tax maps may not meet the above described map requirements – verify with the Clackamas County Recorder.

All pertinent documents must be approved and processed by the City of Oregon City prior to the recording of partition & subdivision plats by the Clackamas County Surveyors Office – allow ample time for the City to process this document.

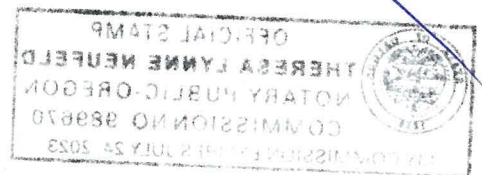


Exhibit "A"

Pleasant Street Housing LLC
Public Utility Easement
Project No. 2317-003
October 2, 2019

PROPERTY DESCRIPTION

A strip of land, ten (10.00') feet in width; situated in the South 1/2 of Section 32, T. 2 S., R. 2 E., W.M., City of Oregon City, Clackamas County, Oregon; being a portion of that property conveyed to Pleasant Street Housing LLC, by Document No. 2016-027679, Clackamas County Deed Records; and being more particularly described as follows:

beginning on the west line of said property at its intersection with a line which is parallel with and 7.00 feet north of the north right-of-way line of Caufield Street (also being a line parallel with and 17.00 feet north of the centerline thereof);

thence along said west line North 2°02'48" East a distance of 10.00 feet to a line which is parallel with and 27.00 feet north of the centerline of said Caufield Street;

thence along said parallel line South 87°52'37" East a distance of 208.95 feet, more or less, to a line which is parallel with and 41.00 feet northwest of the centerline of Pleasant Avenue;

thence along last said parallel line North 38°56'54" East a distance of 174.15 feet, more or less, to the north line of said property;

thence along said north line South 87°48'47" East a distance of 12.48 feet to a line which is parallel with and 31.00 feet northwest of said centerline of Pleasant Avenue;

thence along last said parallel line South 38°56'54" West a distance of 186.62 feet, more or less, to a line which is parallel with and 17.00 feet north of the centerline of Caufield Street;

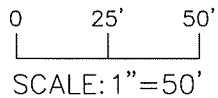
thence along last said parallel line North 87°52'37" West a distance of 213.95 feet to the point of beginning.

Containing 3,919 square feet, more or less.

Bearings are based on SN 2014-017, Clackamas County Survey Records.



RENEWS: 12/31/19



SCALE: 1"=50'

MYRTLE STREET

S87°48'47"E 333.31'

PLEASANT STREET HOUSING, LLC
DOC. NO. 2016-027679

N02°02'48"E 156.75'

-P.O.B.

PUBLIC UTILITY EASEMENT-
ROAD DEDICATION

N87°52'37"W 216.19'

CAUFIELD STREET

DIMICK STREET

—S00°43'01"W
0.23'

S38°56'54"W 195.07'

54" W
PLEASANT AVENUE
(COUNTY ROAD NO. 126)

MOLALLA AVENUE

EXHIBIT B

LOCATED IN THE SW 1/4 OF SECTION 32
TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.,
OREGON CITY, CLACKAMAS COUNTY, OREGON

DATE	10/02/19
DRAWN BY	GRA
CHECKED BY	CAJ
REVISION	
JOB NO.	2317-003



WESTLAKE
CONSULTANTS INC.

ENGINEERING ♦ SURVEYING ♦ PLANNING

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