

SAFTER RECORDING RETURN TO:

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

Clackamas County Official Records
Sherry Hall, County Clerk

2020-010864

02/14/2020 08:46:02 AM

D-E Cnt=1 Stn=53 CINDY
\$35.00 \$16.00 \$10.00 \$62.00

\$123.00

Project No.: CI 18-004

Tax Map & Lot: 32E08AB03000 GRANTOR: FMK Properties – Molalla, LLC

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

KNOW ALL BY THESE PRESENTS, THAT FMK Properties – Molalla, LLC, an Oregon limited liability company, 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 and slopes 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, TWENTY-FIVE THOUSAND SEVENTY AND No/100 DOLLARS (\$25,070.00) 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.

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IN WITNESS WHEREOF, the Permittee has executed this 5th day of

February, 20 20. The person(s) whose name is/are subscribed to the within instrument acknowledge that he/she/they executed the instrument in his/her/their legally authorized capacity, and that by his/her/their signature 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: FMK Properties – Molalla, LLC *

James F. Keller
Signature No. 1

JAMES F. KELLER, MANAGER
Signer printed name, Title (if any)

*BY: FMK Properties, LLC, a Washington
limited liability company, its Member

Signature No. 2

Signer printed name, Title (if any)

STATE OF OREGON)
County of MULTNOMAH)

This record was acknowledged before me on (date) NOVEMBER 20, 2019

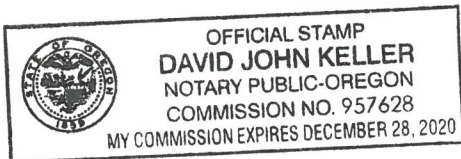
by JAMES F. KELLER
Signer's printed name

*FMK Properties, LLC, a Washington limited liability company
as MANAGER OF MEMBER, of FMK
Properties – Molalla, LLC, an Oregon limited liability company.

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: 12/28/2020

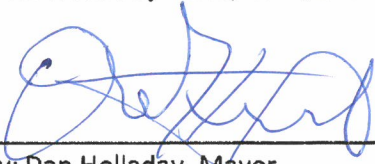
STATE OF OREGON)
County of _____)

This record was acknowledged before me on (date) _____, 20____

by _____
Signer's printed name

as _____, of FMK
Properties – Molalla, LLC, an Oregon limited liability company.

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.

A handwritten signature in blue ink, appearing to read "Dan Holladay", written over a horizontal line.

By: Dan Holladay, Mayor

A handwritten signature in blue ink, appearing to read "Kattie Riggs", written over a horizontal line.

Attest: Kattie Riggs, City Recorder

**Molalla Avenue Phase 3:
Beavercreek Road to OR 213
City of Oregon City
May 13, 2019**

**Tax Map 32E08AB
Tax Lot 03000**

Parcel 1 – Permanent Slope and Public Utility Easement

A parcel of land lying in the Northeast one-quarter of Section 8, Township 3 South, Range 2 East of the Willamette Meridian, Clackamas County, Oregon and being a portion of that property conveyed to FMK Properties – Molalla, LLC, in that Warranty Deed recorded January 3, 2012 as Document No. 2012-000072, Clackamas County Deed Records; said parcel being that portion of said property included in a strip of land variable in width and lying on the westerly side of the centerline of Molalla Avenue, which centerline of is described as follows:

The center line of said road is described as follows:

Beginning at center line Station 38+67.42, said station bears North 76°42'53" West 5,355.98 feet from the one-quarter corner common to Sections 4 and 9, Township 3 South, Range 2 East, Willamette Meridian; thence South 30°16'52" East 4,056.28 feet (Station 79+23.71 = Station a 70009+00.00 ahead); thence South 30°16'52" East 272.51 feet to a point of curvature (Station a 70011+72.51); thence along the arc of a 572.96 foot radius curve to the left, through a central angle of 49°48'36", an arc distance of 498.10 feet (the long chord of which bears South 55°11'10" East 482.57 feet) to a point of tangency (Station a 70016+70.61), said point bears South 43°25'20" West 3,831.55 feet from the one-quarter corner common to said Sections 4 and 9.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Westerly Side of Center Line
59+50.95		66+57.78	40.86 in a straight line to 41.64

Bearings are based on the Oregon Coordinate Reference System – Portland Zone, NAD 83 (2011) epoch 2010.00.

This parcel of land contains 1,555 square feet, more or less, outside the existing right of way.

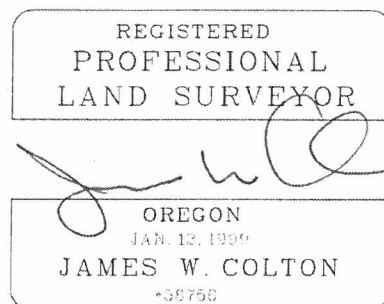
Parcel 2 – Temporary Construction Easement (3 Years or duration of Project, whichever is sooner)

A parcel of land lying in the Northeast one-quarter of Section 8, Township 3 South, Range 2 East of the Willamette Meridian, Clackamas County, Oregon and being a portion of that property conveyed to FMK Properties – Molalla, LLC, in that Warranty Deed recorded January 3, 2012 as Document No. 2012-000072, Clackamas County Deed Records; said parcel being that portion of said property included in a strip of 54.08 feet in width and lying between lines at right angles to Stations 64+63.46 and 65+24.50 lying on the westerly side of the centerline of Molalla Avenue, which centerline of is described in Parcel 1.

EXCEPT therefrom that portion lying within the above described Parcel 1 - Permanent Slope and Public Utility Easement.

ALSO EXCEPT therefrom that portion lying that Receiver's Deed, recorded October 14, 2009 as Document No. 2009-072843, Clackamas County Deed Records.

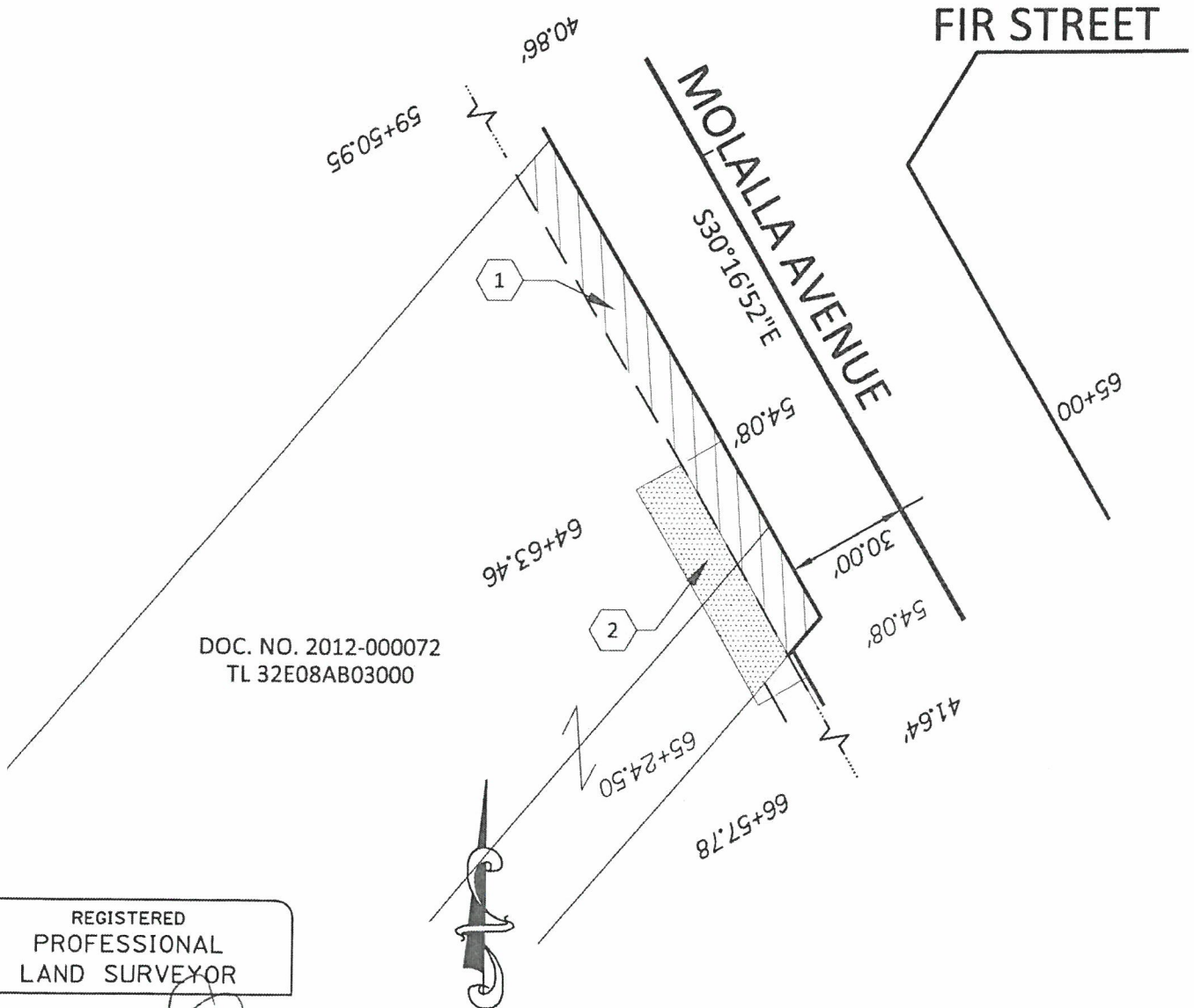
This parcel of land contains 706 square feet, more or less, outside the existing right of way.



RENEWS: DEC. 31, 2019

SIGNED: 5/13/2019

EXHIBIT "B"

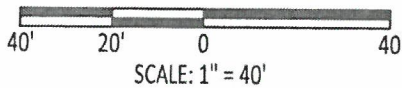


DOC. NO. 2012-000072
TL 32E08AB03000



REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JAN. 12, 1999
JAMES W. COLTON
"58756"

RENEWES: DEC. 31, 2019
SIGNED: *[Signature]*



LEGEND

-  PERMANENT SLOPE & PUBLIC UTILITY EASEMENT
1,555 SQ. FT. ±
-  TEMPORARY CONSTRUCTION EASEMENT
706 SQ. FT. ±

MOLALLA AVENUE PHASE 3 BEAVERCREEK ROAD TO OR 213

FILE NO: 008	SUBMITTAL DATE: MAY 13, 2019
TAX LOT: 03000	ADDRESS: 19201 MOLALLA AVENUE
TAX MAP: 32E08AB	OREGON CITY, OR 97045