

AFTER 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

2020-010795

02/13/2020 03:57:02 PM

D-E Cnt=1 Stn=73 LESLIE  
\$40.00 \$16.00 \$10.00 \$62.00

\$128.00

Project No.: CI 18-004

Tax Map & Lot: 32E08A000900 GRANTOR: The Holland, Inc., a Washington corporation

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

KNOW ALL BY THESE PRESENTS, THAT The Holland, Inc., a Washington corporation, 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, SEVENTEEN THOUSAND ONE HUNDRED NINETY SIX AND No/100 DOLLARS (\$17,196.00) 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 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 2<sup>nd</sup> day of October, 20 19. The person whose name is subscribed to the within instrument acknowledge that he executed the instrument in his legally authorized capacity, and that by his 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: The Holland, Inc.  
As shown on Page 1 (name of organization or individual property owner(s))

Jennifer A Mears  
Signature No. 1

Jennifer A Mears, President  
Signer printed name, Title (if any)

Signature No. 2

Signer printed name, Title (if any)

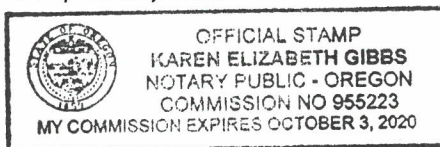
STATE OF ~~OREGON~~ Washington )  
County of Clark )

This record was acknowledged before me on (date) 10/3, 2019

by Jennifer A Mears  
Signer's printed name

as President, The Holland, Inc  
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.

Karen Gibbs  
Signature of Notary Public  
My commission expires: 10/3/2020

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.

[Signature]  
By: Dan Holladay, Mayor

Kattie Riggs  
Attest: Kattie Riggs, City Recorder



**Molalla Avenue Phase 3:  
Beavercreek Road to OR 213  
City of Oregon City  
Rev. August 1, 2019**

**Tax Map 32E08AB  
Tax Lot 00900**

### **Parcel 1 – Right-of-Way Dedication**

A parcel of land lying in the Northeast one-quarter of Section 8 and the Samuel N. Vance Donation Land Claim (DLC) No. 51 in Township 3 South, Range 2 East of the Willamette Meridian, Clackamas County, Oregon and being a portion of that property conveyed to The Property 2002, LLC, a Delaware limited liability company in that Statutory Bargain and Sale Deed, recorded March 8, 2002 as Document No. 2002-022535, 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
58+60.79		58+79.31	30.00 in a straight line to 42.86
58+79.31		58+84.67	42.86 in a straight line to 57.21
58+84.67		58+95.00	57.21 in a straight line to 53.36

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

This parcel of land contains 117 square feet, more or less, outside the existing right of way.

**Parcel 2 – Permanent Slope and Public Utility Easement**

A parcel of land lying in the Northeast one-quarter of Section 8 and the Samuel N. Vance Donation Land Claim (DLC) No. 51 in Township 3 South, Range 2 East of the Willamette Meridian, Clackamas County, Oregon and being a portion of that property conveyed to The Property 2002, LLC, a Delaware limited liability company in that Statutory Bargain and Sale Deed, recorded March 8, 2002 as Document No. 2002-022535, 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 in Parcel 1.

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

Station	to	Station	Width on Westerly Side of Center Line
57+20.00		58+67.51	40.55 in a straight line to 40.75
58+67.51		58+75.17	40.75 in a straight line to 46.07
58+75.17		58+81.73	46.07 in a straight line to 63.64
58+81.73		58+95.00	63.64 in a straight line to 58.67

EXCEPT therefrom that portion lying within the above described Parcel 1 – Right-of-Way Dedication.

EXCEPT therefrom that portion lying within the above described Parcel 3 – Permanent Traffic Signal Easement.

This parcel of land contains 1,596 square feet, more or less, outside the existing right of way.

**Parcel 3 – Permanent Traffic Signal Easement**

A parcel of land lying in the Northeast one-quarter of Section 8 and the Samuel N. Vance Donation Land Claim (DLC) No. 51 in Township 3 South, Range 2 East of the Willamette Meridian, Clackamas County, Oregon and being a portion of that property conveyed to The Property 2002, LLC, a Delaware limited liability company in that Statutory Bargain and Sale Deed, recorded March 8, 2002 as Document No. 2002-022535, Clackamas County Deed Records; said parcel being that portion of said property lying within the following described tract:

Beginning at a point opposite and 30.00 feet Southwesterly of Engineer's Station 58+60.79 on the center line of Molalla Avenue; thence Southwesterly in a straight line to a point opposite and 41.13 feet Southwesterly of Engineer's Station 58+70.16 on said center line; thence Southeasterly in a straight line to a point opposite and 42.86 feet Southwesterly of Engineer's Station 58+79.61 on said center line; thence Northeasterly in a straight line to the point of beginning.

The centerline is described in Parcel 1.

This parcel of land contains 43 square feet, more or, less, outside of the existing right of way.

EXCEPT therefrom that portion lying within the above described Parcel 1 – Right-of-Way Dedication.

**Parcel 4 - Temporary Construction Easement (1 Year or duration of Project, whichever is sooner)**

A parcel of land lying in the Northeast one-quarter of Section 8 and the Samuel N. Vance Donation Land Claim (DLC) No. 51 in Township 3 South, Range 2 East of the Willamette Meridian, Clackamas County, Oregon and being a portion of that property conveyed to The Property 2002, LLC, a Delaware limited liability company in that Statutory Bargain and Sale Deed, recorded March 8, 2002 as Document No. 2002-022535, 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 in Parcel 1.

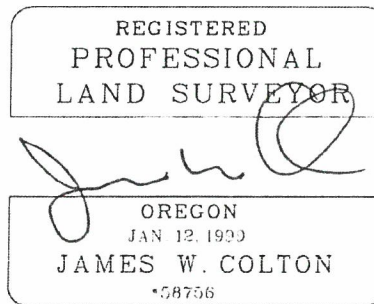
The width in feet of said strip of land is as follows:

Station	to	Station	Width on Westerly Side of Center Line
56+88.30		57+54.65	54.93 in a straight line to 54.42

EXCEPT therefrom that portion lying within the above described Parcel 3 – Permanent Traffic Signal Easement.

EXCEPT therefrom that portion lying within the above described Parcel 2 - Permanent Slope and Public Utility Easement.

This parcel of land contains 272 square feet, more or less, outside the existing right of way.

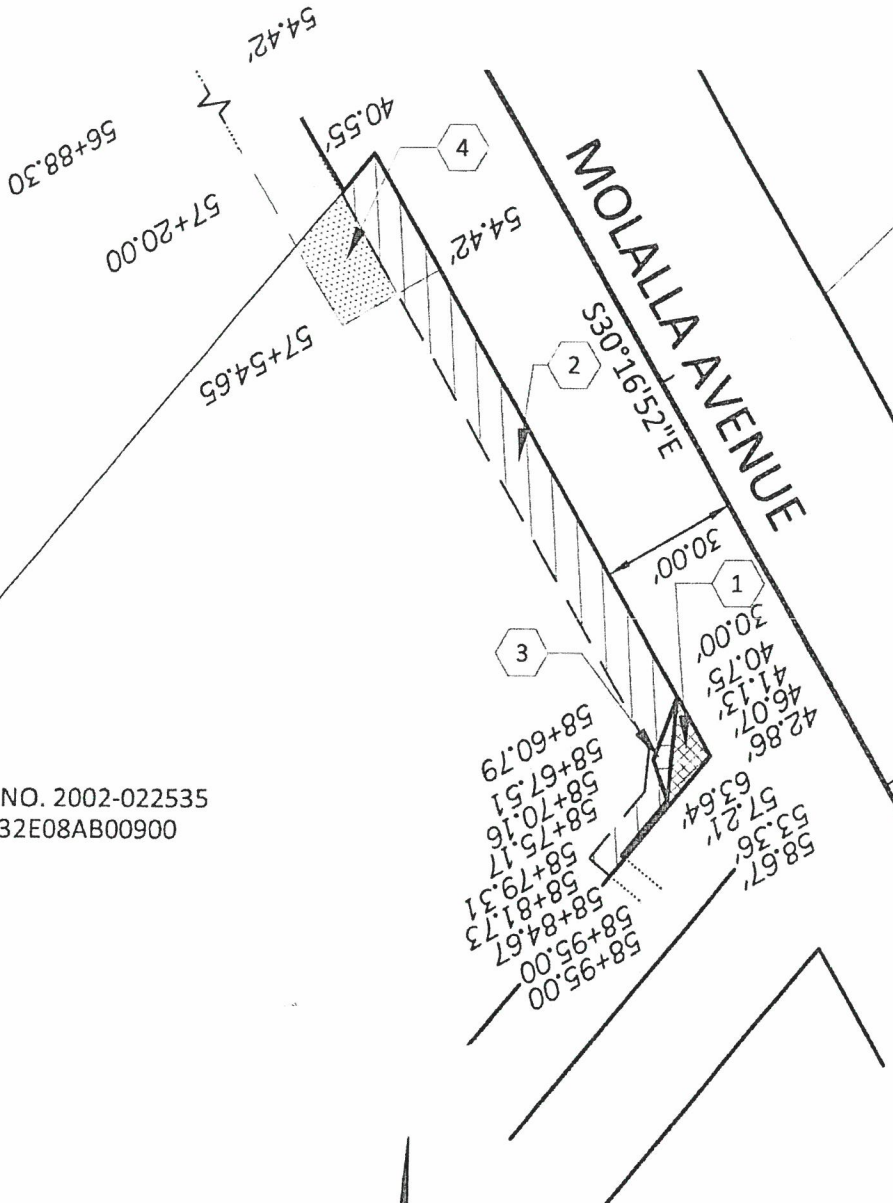


RENEWS: DEC. 31, 2019

SIGNED: 2/01/2019



# EXHIBIT "B"

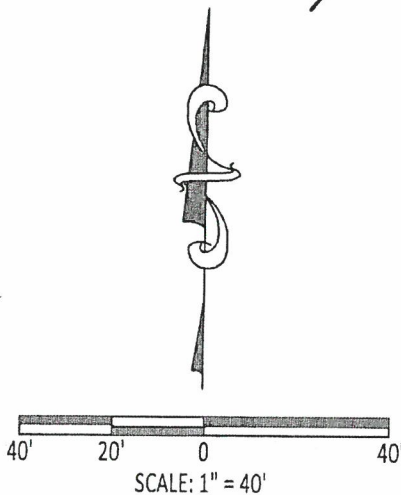


DOC. NO. 2002-022535  
TL 32E08AB00900





REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JAN. 12, 1999  
JAMES W. COLTON  
\*58756

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



## LEGEND

-  RIGHT OF WAY DEDICATION  
1 117 SQ. FT. ±
-  PERMANENT SLOPE & PUBLIC UTILITY EASEMENT  
2 1,596 SQ. FT. ±
-  PERMANENT TRAFFIC SIGNAL EASEMENT  
3 43 SQ. FT. ±
-  TEMPORARY CONSTRUCTION EASEMENT  
4 272 SQ. FT. ±

## MOLALLA AVENUE PHASE 3 BEAVERCREEK ROAD TO OR 213

FILE NO: 004	SUBMITTAL DATE: AUGUST 1, 2019
TAX LOT: 00900	ADDRESS: 1900 MOLALLA AVENUE
TAX MAP: 32E08AB	OREGON CITY, OR 97045