



\$133.00

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\$25.00 \$16.00 \$62.00 \$10.00 \$20.00

Metro  
600 NE Grand Ave.  
Portland, OR 97232

**Grantor Name and Address**

City of Oregon City  
625 Center Street  
Oregon City, OR 97045

**Grantee Name and Address**

**After recording return to:**

Gary Shepherd  
Office of Metro Attorney  
600 NE Grand Ave.  
Portland, OR 97232

*Aaron Parker*  
*City of Oregon City*  
*PO Box 3040*

**Send tax statements to:**

No change

*Oregon City, OR 97045*

Map No.: 32E05A  
Tax Lot: 01200 and 01208  
Planning No.: SP-17-0029

**EASEMENT AGREEMENT**

**City of Oregon City, Oregon**

**Public Utility Easement - Stormwater Facilities**

**KNOW ALL BY THESE PRESENTS, THAT** Metro, a municipal corporation, hereinafter called the GRANTOR and the City of Oregon City, a municipal corporation, hereinafter called CITY execute this Easement Agreement.

GRANTOR does hereby grant unto CITY, its successors in interest and assigns, a nonexclusive permanent easement and right of way, including the permanent right to construct, reconstruct, operate, and maintain the public stormwater pipe and outfall and riprap area ("stormwater facilities") under and along the easement area for the purpose of maintaining and operating the City's stormwater collection facilities in Gales Lane on the following described land:

An area of land that is a rectangular shape, 15-feet wide x 37-feet long, centered on the existing stormwater pipe, adjacent to and east of the Gales Lane right of way and south of the boundary line between Metro property and City property, tax lot 32E05A01100, extending from the edge of the Gales Lane right of way, general east to ten (10) feet past the existing pipe's terminus.

See Attached Exhibit A for the Sketch of the easement area.

**TO HAVE AND TO HOLD**, the above described easement unto the CITY, its successors in interest and assigns forever.

GRANTOR reserves the rights to use the surface of the land for walkways, plantings, sidewalks, open space, 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 right granted herein.

The true consideration of this conveyance is for other value given, the receipt of which is hereby acknowledged by the parties.

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 except that which may be preexisting and conflict or interfere with the rights granted herein, and the 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 personal claiming by, through and under the GRANTOR, except those excepted above.

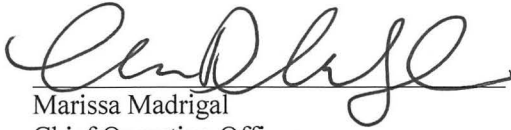
CITY is solely responsible for constructing, reconstructing, operating, and maintaining the stormwater facilities allowed or constructed pursuant to the easement. Stormwater permitted to deposit in the Easement Area is limited to that which is naturally and topographically directed into the City's existing Gales Lane stormwater facilities.

GRANTOR bears no responsibility for the use and/or stormwater facilities permitted by the easement or damage by others, except for damage negligently or willfully caused by Metro, its contractors, or employees in using the Easement Area. Metro is not responsible for actions of members of the public, trees, roots, erosion, earth movement, and other natural conditions and events which may affect or damage the easement or stormwater facilities.

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.

**GRANTOR**

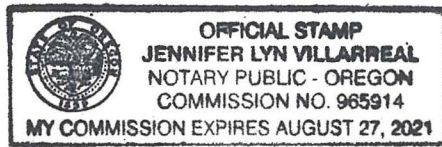
**Metro**, an Oregon municipal corporation




Marissa Madrigal  
Chief Operating Officer

STATE OF OREGON, County of Multnomah) ss.

The foregoing instrument was acknowledged before me this 1 day of Sept., 2020,  
by Marissa Madrigal, Chief Operating Officer, Metro.



  
Notary Public for Oregon  
My Commission Expires: 8/27/21

~~City of Oregon City,  
an Oregon municipal corporation~~

~~Name: \_\_\_\_\_  
Title: \_\_\_\_\_~~

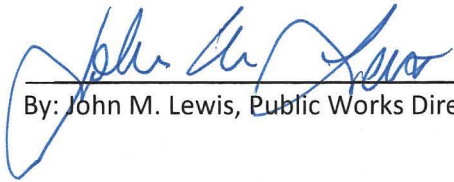
~~STATE OF OREGON, County of Clackamas) ss.~~

~~The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_ (name), \_\_\_\_\_ (title),  
City of Oregon City.~~

~~Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_~~

Accepted on behalf of the City of Oregon City:

  
By: Anthony J. Konkol III, City Manager

  
By: John M. Lewis, Public Works Director

  
Attest: Kattie Riggs, City Recorder

EXHIBIT A – EASEMENT AREA

