

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

**2020-095578**

11/13/2020 08:58:02 AM

D-E Cnt=1 Stn=76 CONNIE  
\$25.00 \$16.00 \$10.00 \$62.00

**\$113.00**

**Project No.:** CI 18-004

**Tax Map & Lot:** 32E05D01208 **GRANTOR:** WIESBERG FAMILY PROPERTIES LLC

## **CITY OF OREGON CITY, OREGON TRAFFIC SIGNAL EASEMENT AGREEMENT**

KNOW ALL BY THESE PRESENTS, THAT **WIESBERG FAMILY PROPERTIES 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 traffic signal equipment within the easement, described as follows:

See attached **Exhibit A** Legal Description of Easement Area, and

**Exhibit B** Drawing of Easement Area

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

Such uses undertaken by the CITY shall not be inconsistent or interfere with the use of the subject easement area by the GRANTOR.

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 initial construction, and at any time of future substantial repair or maintenance, 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.

In construing this Agreement 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.

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]

This instrument filed for record by  
Fidelity National Title as an accommodation  
only. It has not been examined as to its  
execution or as to its effect upon the title.

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**GRANTOR:**

Wiesberg Family Properties, LLC,  
an Oregon limited liability company

By: Judith Wiesberg  
Name: JUDITH WIESBERG  
Its: manager

STATE OF District of Columbia,  
County of -

This instrument was acknowledged before me this 30 day of September, 2020, by Judith Wiesberg, the manager of Wiesberg Family Properties LLC, an Oregon limited liability company, on behalf of such company.

NAZIK TURDAKUNOVA  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires August 14, 2024

[Signature]  
Notary Public for ~~Oregon~~ District of Columbia, D.C.  
My Commission Expires: 08/14/2024

Accepted on behalf of the City of Oregon City.

[Signature]  
By: ~~Dan Holladay, Mayor~~ Rachel Lyles Smith, Commission President

Kattie Riggs  
Attest: Kattie Riggs, City Recorder



**Molalla Avenue Phase 3:  
Beavercreek Road to OR 213  
City of Oregon City  
January 3, 2020**

**Tax Map 32E05D  
Tax Lot 01208**

### **Parcel 1 – Permanent Signal Easement**

A parcel of land lying in the in the Southeast one-quarter of Section 5 and 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 Wiesberg Properties, L.L.C., an Oregon limited liability company, in that Warranty Deed recorded September 2, 1994 in Document No. 94-070272, 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 easterly 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 Easterly side of Center Line
52+73.06		53+02.94	49.05 in a straight line to 61.37
53+02.94		53+65.86	61.37
53+65.86		53+78.15	61.37 in a straight line to 47.11
53+78.15		53+97.52	47.11 in a straight line to 40.00

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

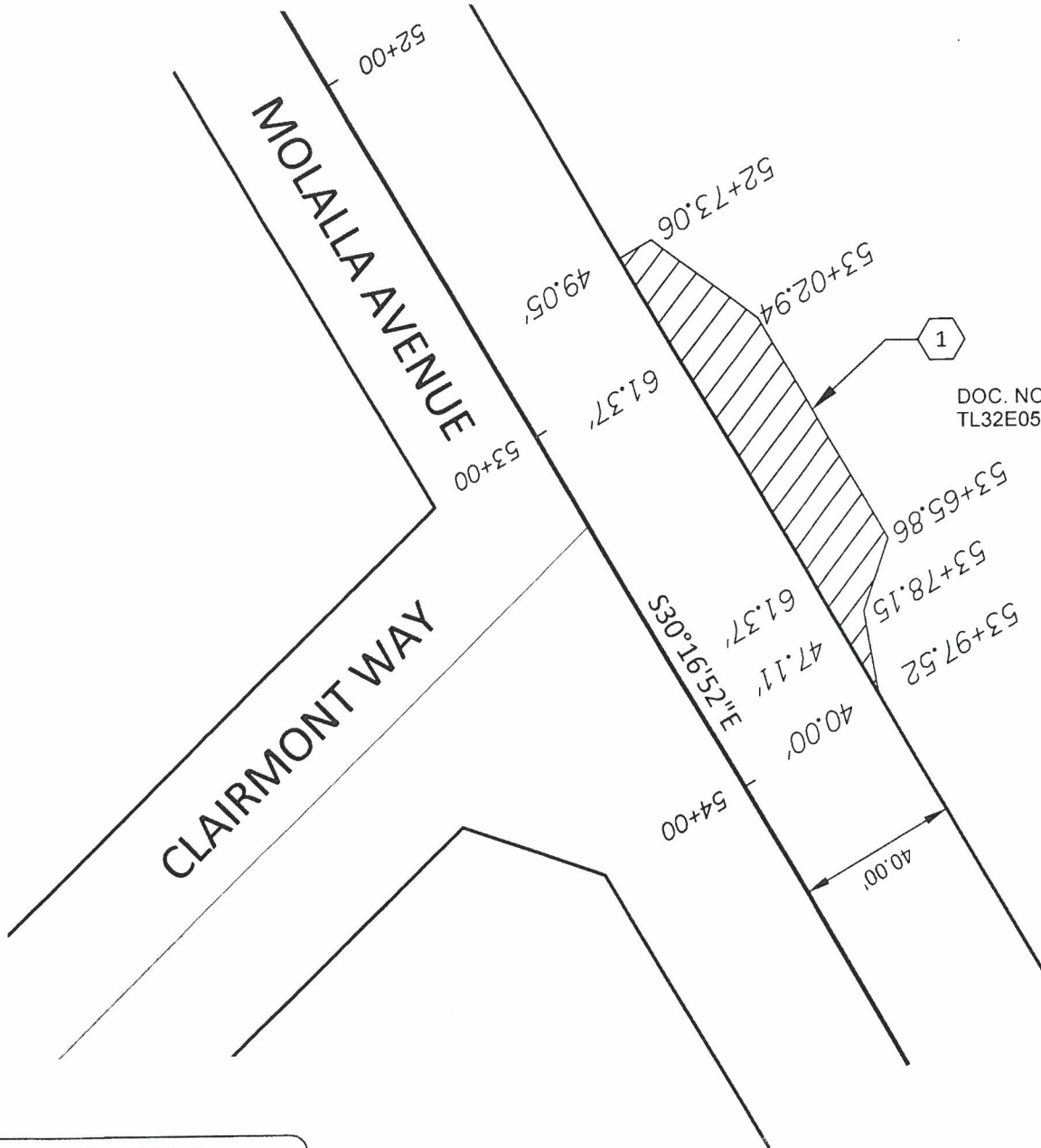
This parcel of land contains 2,043 square feet, more or less, outside the existing right of way.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

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

RENEWS: DEC. 31, 2021  
SIGNED: 01/06/2020

# EXHIBIT "B"



DOC. NO. 94-070272  
TL32E05D01208

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

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

RENEWES: DEC. 31, 2021  
SIGNED: *01/26/2020*

## LEGEND

PERMANENT SIGNAL EASEMENT

2,043 SQ. FT. ±



40' 20' 0 40'  
SCALE: 1" = 40'

## MOLALLA AVENUE PHASE 3 BEAVERCREEK ROAD TO OR 213

FILE NO: 018	SUBMITTAL DATE: JANUARY 6, 2020
TAX LOT: 01208	ADDRESS: 1801 MOLALLA AVENUE
TAX MAP: 32E05D	OREGON CITY, OR 97045