

5AFTER 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

2020-089989

10/28/2020 10:44:02 AM

D-E Cnt=1 Stn=7 LISA  
\$30.00 \$16.00 \$10.00 \$62.00

\$118.00

Project No.: CI 18-011

Tax Map & Lot: 32E08A002200 GRANTOR: Douglas Loftesness and Shao Xia Li

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

KNOW ALL BY THESE PRESENTS, THAT Douglas Loftesness and Shao Xia Li, as tenants by the entirety, 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, SIX THOUSAND THREE HUNDRED SIXTY-TWO AND No/100 DOLLARS (\$6,362.00) 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.

45141905385-01 COMM  
Fidelity National Title of Oregon

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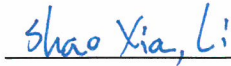
IN WITNESS WHEREOF, the Permittee has executed this instrument this 12<sup>th</sup> day of October, 20 19. The persons whose names are subscribed to the within instrument acknowledge that they executed the instrument in their legally authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

[Signature Page(s) Follow]

GRANTOR: Douglas Loftesness and Shao Xia Li



Douglas Loftesness



Shao Xia Li

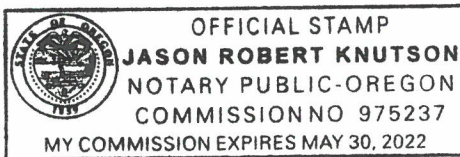
STATE OF OREGON )

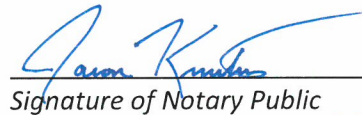
County of Clackamas )

This record was acknowledged before me on (month & day) October 12, 2019 by Douglas Loftesness.

Stamp notary seal:

WITNESS my hand and official seal.





Signature of Notary Public

My commission expires: May 30, 2022

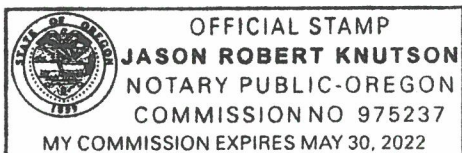
STATE OF OREGON )

County of Clackamas )

This record was acknowledged before me on (month & day) October 12, 2019 by Shao Xia Li.

Stamp notary seal:

WITNESS my hand and official seal.

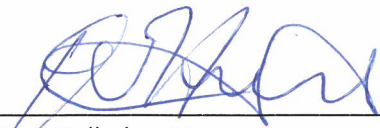




Signature of Notary Public

My commission expires: May 30, 2022

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





## EXHIBIT "A"

### Description of the Permanent Easement Area

A parcel of land lying in the Robert Caufield Donation Land Claim No. 53, Section 8, Township 3 South, Range 2 East, Willamette Meridian, City of Oregon City, Clackamas County, Oregon, and being a portion of that property described in that Statutory Warranty Deed to Douglas Loftesness and Shao Xia Li, husband and wife, recorded July 11, 2017, as Recorder's Fee No. 2017-047082 and being more particularly described as follows:

Commencing at a found 5/8" iron rod at the Northwest corner of said property; thence along the North line of said property, North 75°19'51" East a distance of 110.50 feet to the true Point of Beginning; thence continuing along said North line, North 75°19'51" East a distance of 7.82 feet, thence leaving said North line, South 30°16'52" East a distance of 30.13 feet to a point of curvature; thence along a curve to the left having a radius of 1,535.50 feet and a central angle of 3°54'53" (the long chord of which bears South 32°14'18" East 104.89 feet) 104.91 feet to a point of reverse curvature; thence along a curve to the right having a radius of 1,464.50 feet and a central angle of 0°25'25" (the long chord of which bears South 33°59'02" East 10.83 feet) 10.83 feet; thence South 32°26'24" East a distance of 4.50 feet, more or less to a point on the South line of said property; thence along said South line, South 67°34'32" West a distance of 11.73 feet; thence leaving said South line, North 31°15'40" West a distance of 31.12 feet; thence North 30°11'26" West a distance of 19.72 feet; thence North 30°12'16" West a distance of 34.34 feet; thence North 30°12'16" West a distance of 65.59 feet to the true Point of Beginning.

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

This parcel of land contains 1,324 square feet, more or less.

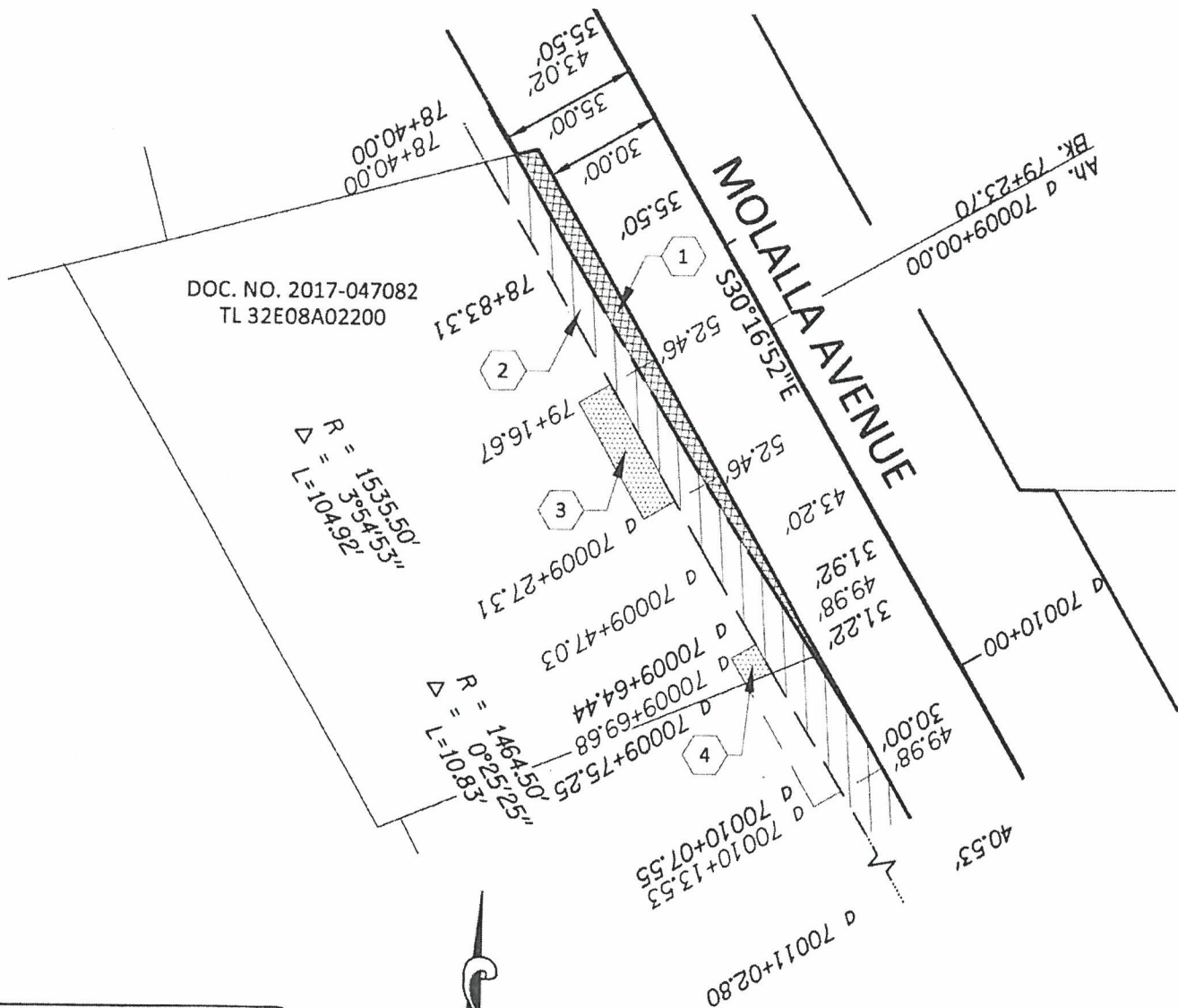
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

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

RENEWS: DEC. 31, 2021

SIGNED: 10/05/2020

# EXHIBIT "B"



DOC. NO. 2017-047082  
TL 32E08A02200

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

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

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

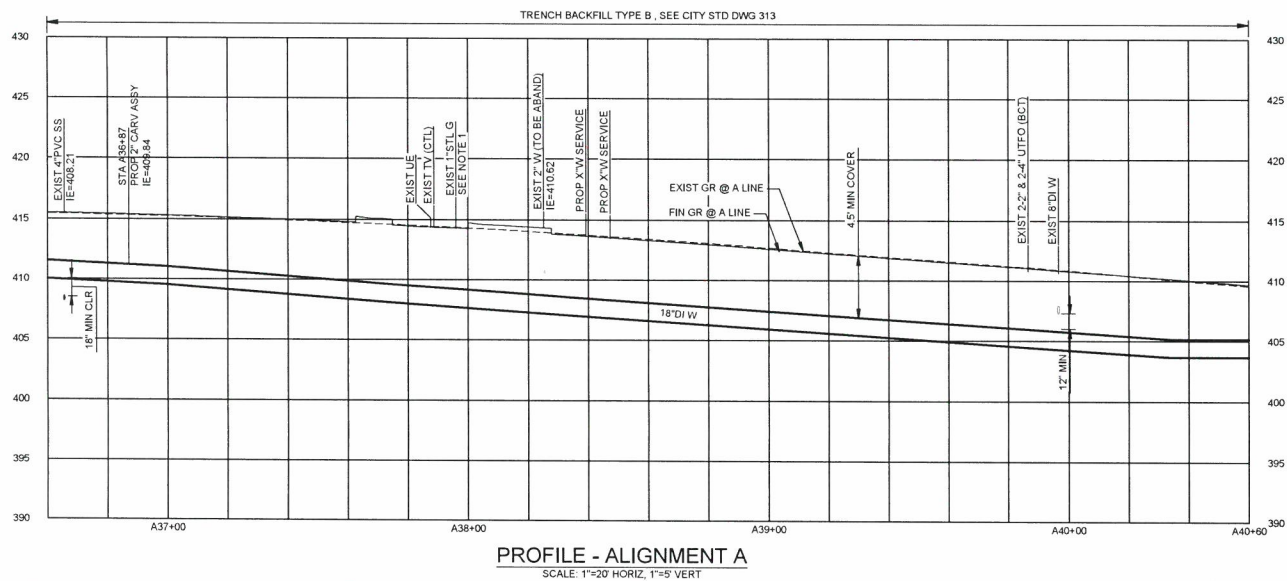
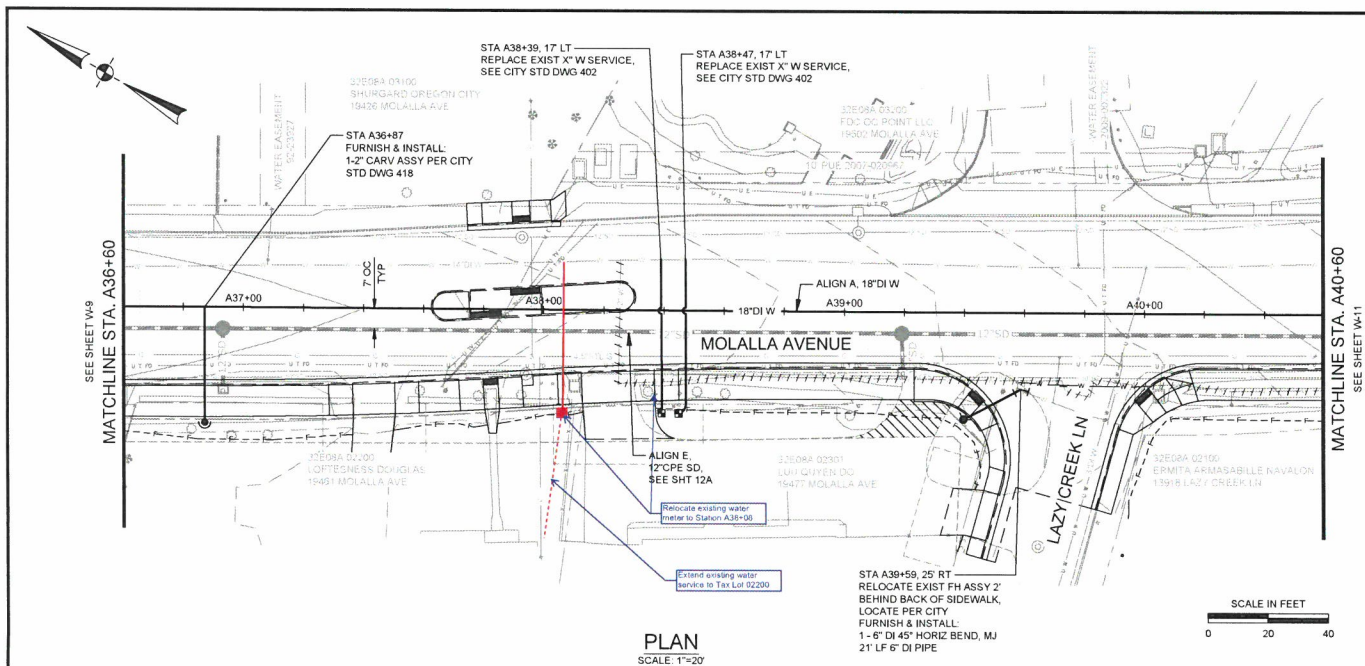
40' 20' 0 40'  
SCALE: 1" = 40'

## LEGEND

- RIGHT OF WAY DEDICATION
- 635 SQ. FT. ±
- PERMANENT SLOPE & PUBLIC UTILITY EASEMENT
- 1,324 SQ. FT. ±
- TEMPORARY CONSTRUCTION EASEMENT
- 320 SQ. FT. ±
- TEMPORARY CONSTRUCTION EASEMENT
- 58 SQ. FT. ±

### MOLALLA AVENUE PHASE 3 BEAVERCREEK ROAD TO OR 213

FILE NO: 011	SUBMITTAL DATE: MAY 13, 2019
TAX LOT: 02200	ADDRESS: 19461 MOLALLA AVENUE
TAX MAP: 32E08A	OREGON CITY, OR 97045



# NOTES

1. INSTALL GEOMEMBRANE LAYER BETWEEN STEEL GAS LINE AND WATER MAIN CROSSING, SEE DETAIL X, SHEET W-XX.



**murray smith**  
REGISTERED PROFESSIONAL ENGINEER  
STATE OF OREGON  
LICENSE NO. 18-2344  
EXPIRATION DATE: OCT 02, 2019  
PROJECT: TRANSMISSION MAIN (A-LINE) PLAN AND PROFILE  
SHEET W-10 OF X

OC PROJECT # CI 18-004  
MOLLA AVENUE PHASE 3 BEAVERCREEK ROAD TO OR 213  
MOLLA AVENUE  
CLATSOP COUNTY  
TRANSMISSION MAIN (A-LINE) PLAN AND PROFILE  
STA 36+60 TO STA 40+60

REVISIONS	DATE	BY	DESCRIPTION



CITY OF OREGON CITY  
PUBLIC WORKS DEPARTMENT  
APPROVAL FOR CONSTRUCTION

APPROVED AS SUBMITTED  
APPROVED AS NOTED IN RED

SIGNATURE  
NAME  
DATE

DATE: XX/XX/XXXX  
DC RECORD DRAWING: XXXXXX.XX  
DRAWING NUMBER: W-10  
SHEET — OF X