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AFTER RECORDING RETURN TO:

City Recorder, Leilani Bronson-Crelly
P. O. Box 3040
Oregon City, Oregon 97045-0304



\$118.00

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03/04/2021 09:35:41 AM

D-E Cnt=1 Stn=2 COUNTER3
\$30.00 \$16.00 \$62.00 \$10.00

Map No.: 3S-2E-6AA
Tax Lot No.: 800 & 801 (for 700)
Planning No.: E-Misc02-02

Grantor: City of Oregon City

SANITARY SEWER EASEMENT

KNOW ALL BY THESE PRESENTS, THAT the City of Oregon City ("Grantor") does hereby grant to BYRON J. ZIRKLE and DEBRA F. ZIRKLE ("Grantee"), their successors and assigns, a **private** sanitary sewer easement, (as more particularly described herein, the "Easement") over, under and across a portion of the real property described on Exhibit A attached hereto (the "Easement Area"), which Easement Area is more particularly shown as single hatched on the site plan attached hereto as Exhibit B (the "Site Plan"). The Easement herein granted shall be for the installation, maintenance and repair of private sanitary sewer facilities (the "Sewer Facilities") serving a single family residence on the real property located at 470 Mountainview Street, Oregon City, Oregon (also known as Tax Lot 700 as set forth in that certain Deed, recorded in the Official Records of Clackamas County, Oregon, as document number 98-113229) (the "Benefited Property").

Provided, however, the use of the Easement Area is subject to the following limitations:

1. Term of Easement. This Easement shall be for a term which extends from the date of this easement (the Sewer Facilities have already been installed in the Easement Area) until such time as the Benefitted Property has been reconnected to other public sewer facilities and Grantor has sent the Connection Notice (as set forth in Paragraph 2 below) to Grantee or the Easement has been abandoned by Grantee.
2. Termination of Easement. At such time as Grantor confirms to Grantee in writing that the Benefitted Property has been reconnected to a public sanitary sewer service other than as provided by the Sewer Facilities in the Easement Area (the "Connection Notice"), Grantee shall execute an Easement termination agreement in form and content reasonably satisfactory to Grantor confirming that the Easement has been vacated and all rights of Grantee in and to the Easement Area have been terminated. Within thirty (30) days of receipt of the Connection Notice, Grantee shall cause all Sewer Facilities installed in the Easement Area to be abandoned (as approved by Grantor) and shall restore the Easement Area to a condition reasonably satisfactory to Grantor.
3. Consideration. In consideration of the mutual benefits hereby acknowledged and the payment of one dollar (\$1.00), the receipt of which is hereby acknowledged by and between Grantor and Grantee, Grantor grants the within Easement to Grantee.
4. Reservation of Rights in Grantor. Grantor reserves the right to use the surface of the Easement Area for any and all purposes which will not materially interfere or be inconsistent with the Easement granted hereby, including, but not limited to, the installation of walkways,

plantings, public park equipment, parking and other related uses. The Easement herein granted is limited to the actual locations of the Sewer Facilities as installed in the Easement Area with reasonable rights of ingress and egress for the purposes set forth above.

5. Grantor's Title. Grantor covenants to and with Grantee that Grantor is lawfully seized in fee simple of the Easement Area and that Grantor has the right and power to convey an easement over the Easement Area. The Easement granted herein is subject to all prior easements and encumbrances of record.

6. Condition of Easement Area. Grantee acknowledges that it has inspected the Easement Area and accepts the Easement and the Easement Area in their current "as-is" condition without representation or warranty of any kind whatsoever, express or implied, having been made by Grantor to Grantee, and Grantee hereby releases and discharges Grantor from any claim, action, cause of action, demand, expense or liability, whether known or unknown, foreseen or unforeseen, relating to the condition of or connected with the Easement Area, including without limitation, the condition of the soils in the Easement Area.

7. Maintenance and Repair of Sewer Facilities. In the event Grantee desires to maintain or repair the Sewer Facilities in the Easement Area, Grantee shall deliver prior written notice to Grantor of the time and nature of Grantee's entrance upon the Easement Area (the "Notice"). Unless such entry is objected to by Grantor within five (5) days (twenty-four [24] hours for emergency repair) of receipt of the Notice, Grantee shall be entitled to enter upon the Easement Area at the time set forth in the Notice, and shall perform all necessary or desirable maintenance and repair activities promptly and in a good and workman-like manner. Upon completion of such maintenance and repair activities, Grantee shall restore the surface of the Easement Area (and any other effected areas or amenities) to its prior condition. Grantee shall complete all such maintenance or repair activities and said restoration within thirty (30) days of the date of the Notice and in a manner reasonably satisfactory to Grantor. The Grantor may provide for emergency repairs of the Sewer Facilities and reasonable restoration of effected properties, due to any failure of said Sewer Facilities or Grantee's prior maintenance or repair activities, at no cost to the Grantor in the event that the Grantee can not or will not provide repairs and restorations within twenty-four (24) hours after a notification (written or verbal) by Grantor to Grantee of an emergency condition.

8. Indemnification by Grantee. Grantee, for itself and on behalf of their successors and assigns, hereby agrees to defend, indemnify and hold harmless Grantor, its members, officers, employees, agents, representatives, successors and assigns, and each of them, from and against all claims (including those related to or arising out from any environmental contamination caused by or resulting from the Sewer Facilities), suits, demands, causes of action, actions, liabilities, losses, damages, costs and expenses (including reasonable attorney fees) arising out of or resulting from any act or omission committed or alleged to have been committed by Grantee, its successors and assigns, in the use, construction, maintenance, repair or removal of the Sewer Facilities within the Easement Area or otherwise by Grantee during the term of this Easement.

9. No Waiver. Failure at any time to require performance of any provision of this Easement shall not limit Grantor's right to enforce the provision. Any waiver of any breach of any provision shall not be a waiver of any succeeding breach or a waiver of any provision of this Easement.

10. General. In construing this Easement 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.

11. Attorneys' Fees. In the event either party brings an action at law or in equity to enforce or interpret or seek redress for breach of the terms of this Agreement, the prevailing party in such action shall be entitled to its litigation expenses and reasonable attorneys' and witness fees in addition to all other appropriate relief.

IN WITNESS WHEREOF, Grantor has executed this Easement this 10 day of April, 2003.

GRANTOR:
THE CITY OF OREGON CITY, OREGON,
an Oregon municipal corporation

Date: 16 April 2003

By: Alice Norris (signature)
Alice Norris (printed)

Its: Mayor

Date: 16 April 2003

By: Leilani Bronson-Crelly (signature)
Leilani Bronson-Crelly (printed)

Its: City Recorder

P.O. Box 3040
320 Warner Milne Road
Oregon City, OR 97045-0304
(CITY's Address)

GRANTEE:
BYRON J. ZIRKLE and DEBRA F. ZIRKLE

Date: 4-10-03

By: B. J. Zirkle (signature)
Byron J. Zirkle (printed)

Date: 4-10-03

By: Debra F. Zirkle (signature)
Debra F. Zirkle (printed)

NOTICE TO NOTARIES: No notary stamp or corporate seal is allowed over any typed information.

Personal Acknowledgment (GRANTOR)

STATE OF OREGON)
) ss.
County of Clackamas)

On this 10 day of April, 2003,
before me, Alisa L. Heathman, the
undersigned Notary Public, personally appeared
Byron J. Zirkle and
Debra F. Zirkle and
he/she/they acknowledged the foregoing
instrument to be his/her voluntary act and deed.

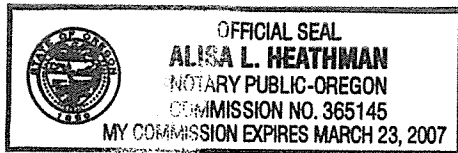
NOTARY PUBLIC FOR OREGON

Alisa L. Heathman

Notary's signature

My Commission Expires: 03-23-07

Stamp seal below



Personal Acknowledgment (GRANTEE)

STATE OF OREGON)
) ss.
County of _____)

On this _____ day of _____, 20____,
before me, _____, the
undersigned Notary Public, personally appeared
_____ and
_____ and
he/she/they acknowledged the foregoing
instrument to be his/her voluntary act and deed.

NOTARY PUBLIC FOR OREGON

Notary's signature

My Commission Expires: _____

Stamp seal below

CITY OF OREGON CITY
PARKS AND RECREATION DEPARTMENT
TAX LOT 800 AND 801 OF TAX MAP 3-2E-6AA
CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON

LEGAL DESCRIPTION

SANITARY SEWER EASEMENT

A STRIP OF LAND BEING 10.00 FEET IN WIDTH, LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 16, BELLE ACRES, CLACKAMAS COUNTY PLAT NUMBER 841, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF BELLE COURT; THENCE, ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 0° 22' 51" WEST, A DISTANCE OF 10.00 FEET; THENCE, LEAVING SAID EAST RIGHT-OF-WAY LINE, NORTH 89° 37' 09" EAST, A DISTANCE OF 52.84 FEET; THENCE, NORTH 81° 14' 02" EAST, A DISTANCE OF 171.27 FEET; THENCE, NORTH 10° 25' 44" EAST, A DISTANCE OF 124.85 FEET; THENCE, NORTH 41° 19' 18" EAST, A DISTANCE OF 7.55 FEET TO THE SOUTH LINE OF THAT LAND DESCRIBED IN DOCUMENT NUMBER 98-113229; THENCE, ALONG SAID SOUTH LINE, NORTH 89° 54' 21" EAST, A DISTANCE OF 13.33 FEET; THENCE, LEAVING SAID SOUTH LINE SOUTH 41° 19' 18" WEST, A DISTANCE OF 13.61 FEET; THENCE, SOUTH 10° 25' 44" WEST, A DISTANCE OF 129.19 FEET; THENCE, SOUTH 81° 14' 02" WEST, A DISTANCE OF 179.11 FEET TO A POINT OF THE SOUTH LINE OF THE SAID LOT 16; THENCE, ALONG SAID SOUTH LINE, SOUTH 89° 37' 09" WEST, A DISTANCE OF 52.92 FEET TO THE SOUTHWEST CORNER THEREOF AND THE POINT OF BEGINNING, EXCLUDING ALL OF SAID STRIP OF LAND LOCATED OUTSIDE OF THE PROPERTY DESCRIBED PER DEED DOCUMENT NUMBER 93-86279 (KNOWN AS TAX LOT 800 AND 801 OF TAX MAP 3-2E-6AA).

EXHIBIT "A"

