

7048  
After recording return to:  
City Engineer, City of Oregon City  
320 Warner Milne Road  
Oregon City, OR 97045

### PERMANENT ACCESS EASEMENT

For and in consideration of Five Hundred and NO/100 DOLLARS (\$500.00) and other valuable consideration the receipt of which is hereby acknowledged, **Warren Eugene Smith and Robin S. Smith** ("OWNER" herein), hereby grants and conveys to the City of Oregon City, (CITY, herein), for the purposes hereinafter set forth a nonexclusive Permanent Access easement, over, across and under the real property in Clackamas County, herinafter (the "Easement Area") as described as follows:

A parcel of land lying in the Andrew Hood D.L.C. No. 44 in Section 16, Township 3 South, Range 2 East of the Willamette Meridian and being a portion of that property described in that deed to Warren Eugene Smith, and recorded in Fee No. 77-49174, Film Records of Clackamas County, Oregon; the said parcel being that portion of said property included in a strip of land 20 feet in width lying westerly of and adjacent to the most northerly east line of said Smith property and lying northerly of a Permanent Sewer Easement described as follows:

A parcel of land lying in the Andrew Hood D.L.C. No. 44 in Section 16, Township 3 South, Range 2 East of the Willamette Meridian and being a portion of that property described in that deed to Warren Eugene Smith, and recorded in Fee No. 77-49174, Film Records of Clackamas County, Oregon; the said parcel being that portion of said property included in a strip of land 20 feet in width and lying 10 feet on either side of the following described construction centerline:

**BEGINNING** at Engineer's Station 0+00, said point being on the northeasterly right-of-way of Molalla Avenue (State Highway 213), said point being South 323.10 feet and West 1193.60 feet from the North 1/4 Corner of Section 16, Township 3 South, Range 2 East of the Willamette Meridian; thence South 88°17'58" East 244.23 feet to Engineer's Station 2+44.23; thence North 65°52'33" East 53.34 feet to Engineer's Station 2+97.57; thence South 88°17'58" East 373.59 feet to Engineer's Station 6+71.16; thence North 01°10'02" East 33.16 feet to Engineer's Station 7+04.32; thence South 88°17'58" East 236.69 feet to Engineer's Station 9+41.01; thence North 01°08'33" East 282.00 feet to Engineer's Station 12+23.01, said Station being the **TERMINUS** of the herein described centerline, said Station also lying on the southerly right-of-way of Glen Oak Road, said Station being South 11.56 feet and West 284.48 feet from said North 1/4 Corner of Section 16.

The sidelines of said 20 foot wide strip of land to be extended or shortened to meet at angle points and to commence at the most northerly westerly line of said Smith property and to terminate at the easterly line of said Smith property.

Bearings are based upon the Oregon Coordinate System, North Zone.

The parcel of land described in this Permanent Sewer Easement contains 4,401 square feet, more or less.

The parcel of land to which this description applies contains 5,440 square feet, more or less.

This easement is granted subject to and conditioned upon the following terms, conditions and covenants

which CITY hereby promises to faithfully and fully observe and perform.

1. Purpose. CITY may enter the Easement Area for the purpose of gaining vehicular access to sewer facilities maintained by the city.

2. Compliance with Laws and Rules. CITY shall at all times exercise its rights herein in accordance with the requirements (as from time to time amended) and all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.

3. CITY's Use and Activities. CITY shall exercise its rights under this Agreement so as to minimize, and avoid if reasonably possible, interference with OWNER'S use of the Easement Area as set forth in Paragraph 4, herein.

4. OWNER'S Use of the Easement Area and Access by Owner During Construction. OWNER reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, that OWNER shall not construct or maintain any building or other structure on the Easement Area which would interfere with the exercise of the right herein granted. CITY shall make provisions satisfactory to OWNER for continued access by OWNER along, over and across the Easement Area during periods in which CITY is conducting construction or other activities.

In the event of an emergency requiring immediate action by either party for the protection of its facilities or other persons or property, such party may take such action upon such notice to the other party as is reasonable under the circumstances.

5. Indemnity. CITY agrees to indemnify and hold harmless OWNER from any and all actions, liabilities, claims, suits, judgments, liens, awards, and damages of any kind whatsoever (hereinafter referred to as "Claims"), including claims for death or injury to employees of CITY, costs and reasonable attorney's fees incurred by OWNER in defense thereof, asserted or arising directly or indirectly on account of or out of acts or omissions of CITY and CITY's servants, agents, employees and contractors in the exercise of the rights granted herein.

6. Access. CITY shall have the right of reasonable access to the Easement Area over and across adjacent lands owned by OWNER to enable CITY to exercise its rights hereunder, provided that CITY shall compensate OWNER for any material damage not otherwise restored by the City to the Easement area and adjacent lands caused by the exercise of said right of access.

7. Title. OWNER warrants that it holds fee title to its property, that there are no liens, encumbrances or easements against the property which would adversely affect CITY's rights as contained in this access easement.

8. Successors and Assigns. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

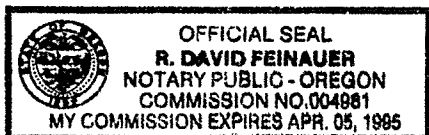
Dated 31<sup>st</sup> day of August, 1993.

BY: Warren Eugene Smith BY: Robin S. Smith  
Warren Eugene Smith Robin S. Smith

STATE OF OREGON )  
 )ss  
County of Clackamas )

On this 31<sup>st</sup> day of August, 1993, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named **Warren Eugene Smith and Robin S. Smith** who on the basis of satisfactory evidence is known to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same freely and voluntarily for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.



R. David Feinauer  
Notary Public for Oregon  
My Commission Expires: 4/5/95

City of Oregon City  
320 Warner Milne Road  
Oregon City, OR 97045

Warren Eugene and Robin Smith  
14432 S. Glen Oak Road  
Oregon City, OR 97045

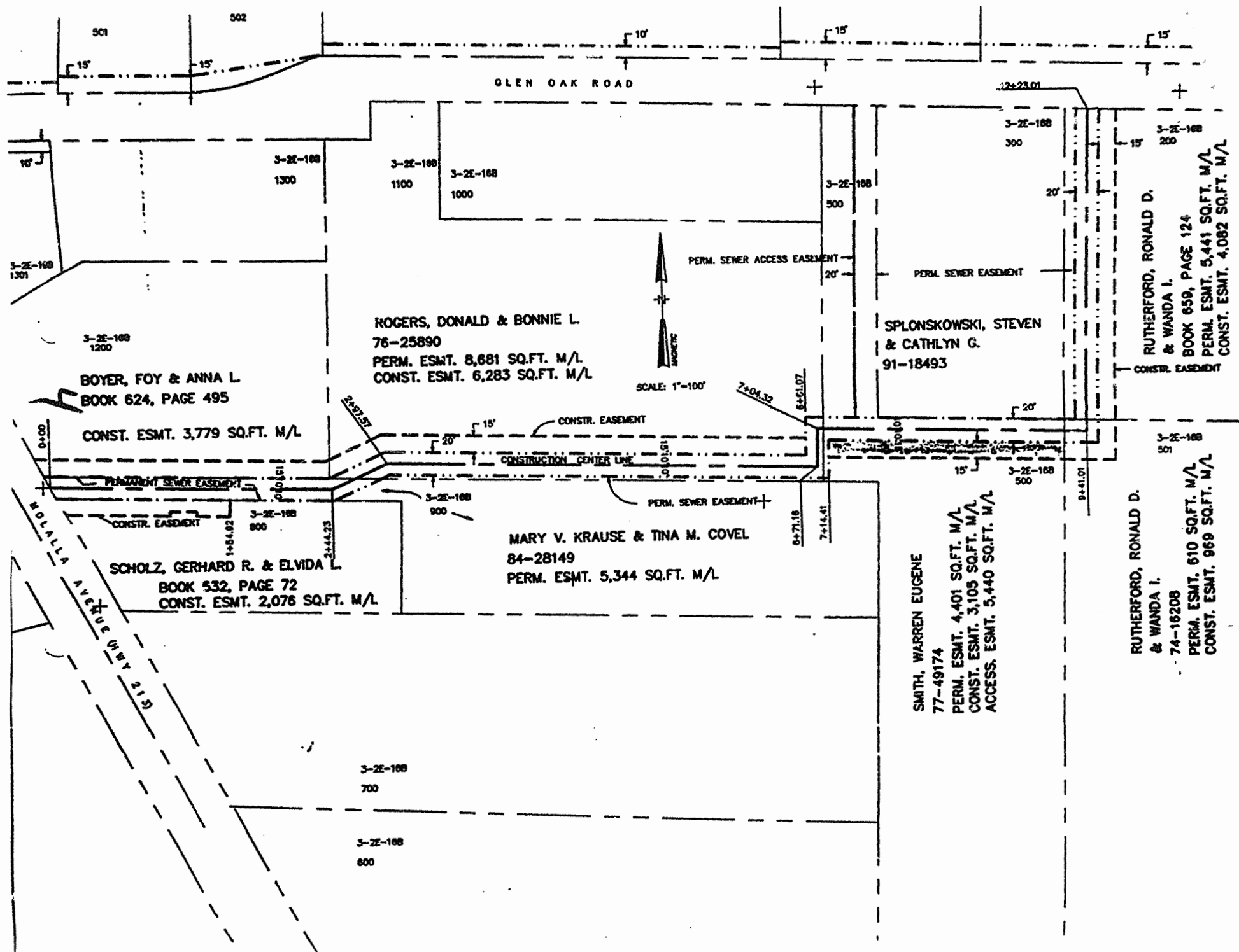
Accepted on behalf of the City of Oregon City on the condition that the easement granted is free and clear from taxes, liens and encumbrances.

David W. Fowle  
Mayor

John K. Elliott  
City Recorder  
9-15-93

(OFFICIAL SEAL)

Space reserved for County Record's Office



61

STATE OF OREGON  
County of Clackamas }

ss.

I, John Kauffman, County Clerk, for the County of Clackamas, do hereby certify that the instrument of writing was received for recording in the records of said county at

93 NOV -4 AM 10: 24



Witness my hand and seal affixed

*John Kauffman*

JOHN KAUFFMAN  
County Clerk

Recording Certificate  
CCP-R4 (Rev. 6/91)

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