

79
RECORDING COVER SHEET (Please Print or Type) this cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

AFTER RECORDING RETURN TO:

Aaron Parker or Sang Pan
City of Oregon City
Po Box 3040
Oregon City, OR 97045

SEND TAX STATEMENTS TO:

No change

Clackamas County Official Records
Sherry Hall, County Clerk

2022-028758



\$123.00

02563062202200287580070076

05/17/2022 02:51:59 PM

D-E Cnt=1 Stn=9 COUNTER1
\$35.00 \$16.00 \$62.00 \$10.00

TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)

Easement Agreement - Water line

DIRECT PARTY(S) -- (i.e., DEEDS: Seller/Grantor; MORTGAGES: Borrower/Grantor; LIENS: Creditor/Plaintiff)

ORS 205.125(1) (b) and 205.160

Metro

INDIRECT PARTY(S) -- (i.e., DEEDS: Buyer/Grantee; MORTGAGES: Beneficiary/Lender; LIENS: Debtor/Defendant)

ORS 205.125(1) (a) and 205.160

City of Oregon City

TRUE AND ACTUAL CONSIDERATION-- (Amount in dollars or other) ORS 93.030(5)

\$ 0

JUDGMENT AMOUNT-- (obligation imposed by the order or warrant) ORS 205.125(1) (c)

\$ 0

8) If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244:

"RERECORDED AT THE REQUEST OF Oregon City
TO CORRECT Legal description

PREVIOUSLY RECORDED IN BOOK/PAGE/FEE NUMBER 2020-095353

2020-095353



\$133.00

02393967202000953530050050

11/12/2020 02:42:04 PM

D-E Cnt=1 Stn=2 COUNTER3
\$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
Planning No.: SP-17-0029

EASEMENT AGREEMENT
City of Oregon City, Oregon
Public Utility Easement - Water Line

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 a public water main connecting the existing water mains in Otter Lane and Beaver Lane on the following described land:

An area of land that is a rectangular shape, 15-feet wide x 315-feet long, and immediately north of and adjacent to the boundary line between Metro property and the Otter Lane right of way, tax lot 32E05DB00900, tax lot 32E05DB00800, and the Beaver Lane right of way, extending the length from the westerly edge of the Otter Lane right of way to the easterly edge of the Beaver Lane right of way.

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, paths, asphalt turnarounds, open space, utilities and improvements associated with previously existing easement rights, 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. Except uses and improvements pursuant to preexisting easement rights, 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 personnel claiming by, through and under the GRANTOR, except those excepted above.

CITY is solely responsible for constructing, reconstructing, operating, and maintaining the water line facilities allowed or constructed pursuant to the easement. The water line must be located within five (5) feet from the edge of Metro's property line. The water line must be placed underground and buried at least forty-two inches (42") underground as measured from the top of the pipeline.

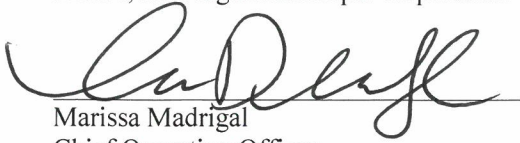
City's easement is subject to encumbrances of record and must be exercised consistent with pre-existing easement rights over the easement area, including but not limited to those held by Portland General Electric (PGE). Metro expressly disclaims any representation or warranty as to encumbrances or rights of third parties affecting Metro property that may conflict or interfere with the rights granted herein, or that Metro holds all rights necessary or incident to the use of the Easement.

GRANTOR bears no responsibility for the use and/or water 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 water 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

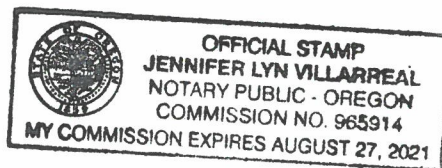
Metro, an Oregon municipal corporation



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 State of Oregon
My Commission Expires: 8/27/21

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

~~Name: _____
Title: _____~~

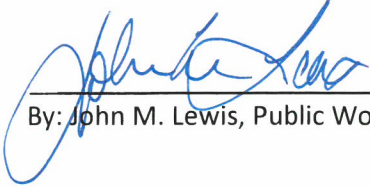
~~STATE OF OREGON, County of Clackamas) ss.~~

~~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

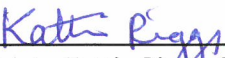
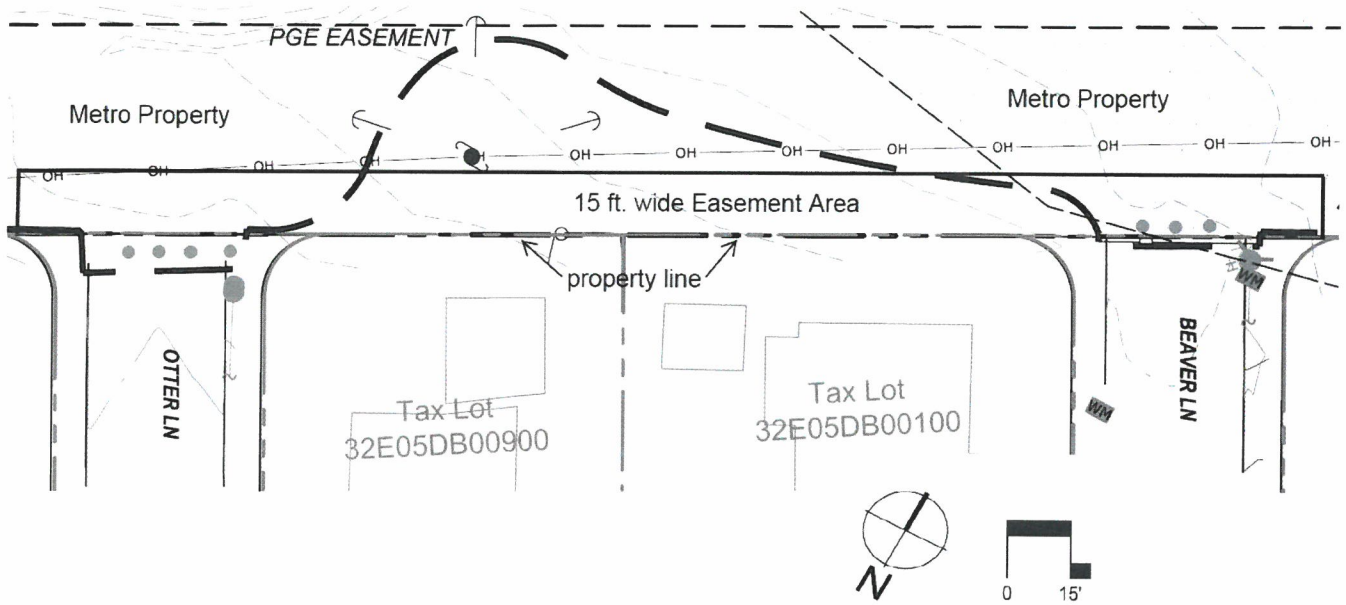

Attest: Kattie Riggs, City Recorder

EXHIBIT A – EASEMENT AREA



6

Legal Description for Document 2020-095353

An area of land contained within land described in Deed recorded as Document No. 2015-013311.

Beginning at the Northeasterly corner of the Beaver Lane right-of-way recorded with the plat of "Hilltop Acres", Clackamas County Plat Records; thence South $61^{\circ}51'00''$ West, along the Northerly line of said "Hilltop Acres", a distance of 315.00 feet; thence North $28^{\circ}09'00''$ West, a distance of 15.00 feet; thence North $61^{\circ}51'00''$ East, a distance of 315.00 feet; thence South $28^{\circ}09'00''$ East, a distance of 15.00 feet to the point of beginning.