

AFTER RECORDING RETURN TO:

City of Oregon City, City Recorder
P.O. Box 3040
Oregon City, Oregon 97045-0304

Planning No.: _____

Tax Map & Lot: _____

GRANTOR: _____

CITY OF OREGON CITY, OREGON
PUBLIC UTILITY(S) EASEMENT – PERMANENT AND TEMPORARY

KNOW ALL BY THESE PRESENTS, THAT _____

_____, hereinafter called the “**Grantor**”, does hereby grant unto the City of Oregon City, hereinafter called the “**City**”, its successors in interest and assigns, a permanent easement and right-of-way, including the permanent right to construct,

reconstruct, operate, and maintain _____ on the following described land:

See attached **Exhibit A** Legal Description and attached **Exhibit B** Sketch for Legal Description

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

The Grantor bargains, sells, conveys, transfers, and delivers unto the City a temporary easement and right-of-way upon, across, and under the land as described as:

See attached **Exhibit C** Legal Description and attached **Exhibit D** Sketch for Legal Description.

It being understood that said temporary easement (described in Exhibits C & D) is for ingress and egress to and for the construction of utilities within Exhibits A & B, and upon the completion of the construction thereof shall utterly cease and desist, save and except for that portion hereinbefore described as being a permanent easement (described in Exhibits A & B).

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.

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 structures or utility shall be placed upon, under, or within the permanent easement (described in Exhibits A & B), without the written permission of the City.

The true consideration of this conveyance is for other value given, 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.

IN WITNESS WHEREOF, the Permittee has executed this instrument this _____ day of

_____, 20_____. 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]

GRANTOR: _____
As shown on Page 1 (name of organization or individual property owner(s))

Signature No. 1

Signer printed name, Title (if any)

Signature No. 2

Signer printed name, Title (if any)

STATE OF OREGON)
)
County of _____)

This record was acknowledged before me on (date) _____, 20____

by _____

Signer's printed name

as _____.

Title and (if applicable) Name of Corporation or Party on whose behalf the record is executed

Stamp notary seal: WITNESS my hand and official seal.

WITNESS my hand and official seal.

Signature of Notary Public

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: Jakob Wiley, City Recorder

Insert Exhibit A and Exhibit B here.

Exhibit A is a legal description of the subject permanent easement – provided by a professional land surveyor and stamped with their seal – and having a 10-point or larger font size (8.5-inch by 11-inch page).

Exhibit B is the drawing of the legal description of the permanent easement, having a 10-point or larger font size (8.5-inch by 11-inch page is preferred).

Exhibit C is a legal description of the subject temporary easement – provided by a professional land surveyor and stamped with their seal – and having a 10-point or larger font size (8.5-inch by 11-inch page).

Exhibit D is the drawing of the legal description of the temporary easement, having a 10-point or larger font size (8.5-inch by 11-inch page is preferred).

NOTE:

Please remit the required processing and recording fee with this document submittal.

Photostatic copies of reduced tax maps may not meet the above described map requirements – verify with the Clackamas County Recorder.

All pertinent documents must be approved and processed by the City of Oregon City prior to the recording of partition & subdivision plats by the Clackamas County Surveyors Office – allow ample time for the City to process this document.