

After Recordation, Please Return to:  
City Recorder  
City of Fairview  
P.O. Box 337  
Fairview, OR 97024

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Amberhill Properties, a limited partnership, hereinafter GRANTOR, for the consideration of One Dollar (\$ 1.00) and other good and valuable consideration, the receipt whereof is acknowledged, does hereby forever grant and convey unto the CITY OF FAIRVIEW, a municipal corporation of the State of Oregon, (hereinafter GRANTEE), a permanent and perpetual easement for the purposes and upon the terms and conditions hereinafter set out, over and across, in and under, and through and along the full width and length of the real property located in the County of Multnomah, State of Oregon, and that is more particularly bounded and described in Exhibit "A" attached hereto and incorporated herein by this reference.

The easement herein granted shall be for the purpose of allowing the GRANTEE, its successors and assigns to install, lay, construct, reconstruct, maintain, repair, improve and use the above-described property for storm sewer diversion structure(s) and any related improvements, conduits and drainage ways, and other public uses not inconsistent therewith to maintain sufficient open space to intercept and convey storm water over and across, in and under, and through and along the above-described property.

The easement herein granted shall be upon the following terms and conditions:

1. GRANTOR retains the fee title to the premises and all incidents of ownership therein except the right to construct any structure, sign, fence or other improvements thereon or to alter the contours thereof, or to plant and remove flora thereon without prior approval of GRANTEE.
2. No gravel, minerals or other earth material shall be removed from or added to the premises without first procuring the approval of GRANTEE.
3. No overhead power or other transmission lines and related facilities shall be constructed on or over the premises without first procuring the approval of GRANTEE.
4. GRANTOR retains the right to reasonable use of the premises for any and all purposes which do not interfere with or adversely affect the use by GRANTEE for the purposes conveyed.
5. GRANTEE, its agents, successors and assigns, and the general public are granted the right to enter upon and to use the above-described premises for riding, hiking, and other types of trails, pedestrian walkways, park and other recreational purposes, provided, however, that no motorized vehicles shall be allowed to enter upon the premises except those owned or under the control of the GRANTEE or its agents and used for the purpose of ensuring compliance with this easement.
6. GRANTEE shall have the right at any time hereafter to enter upon the above-described property for the purposes hereinabove mentioned, and in connection therewith may do anything necessary or useful or convenient for the enjoyment of the easement hereby granted, including:
  - (a) maintaining the stormwater diversion structure(s), improvements, conduits and drainageways;

Fairview/pubwork/Barr Road easement

Recorded in the County of Multnomah, Oregon  
C. Suick, Deputy Clerk

18.00  
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(b) the right to remove trees, shrubs or bushes necessary or convenient to accomplish said purposes; and  
(c) the right to develop, maintain, operate, improve, enhance, restore, preserve and protect the premises for the use of the general public in the manner herein described.

TO HAVE AND TO HOLD said easement and right-of-way unto the GRANTEE, its successors and assigns forever.

And the GRANTOR hereby covenants with GRANTEE, that he is the owner in fee simple of said premises and has the right to grant said easement; that the premises are free from all encumbrances, and that he will warrant and defend the easement herein granted from all lawful claims whatsoever.

In construing this instrument, whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular includes the plural.

IN WITNESS WHEREOF, that GRANTOR above named hereunto set his hand W/A and seal W/A this 21<sup>st</sup> day of January, 1999.

By: [Signature]  
Print Name: MARTIN OVERSTREET  
FOR AMBERTHILL PROPERTIES  
By: [Signature]  
Print Name: GENERAL PARTNER  
  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF OREGON )  
County of Multnomah ) ss.

On this 21 day of January, 1999, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named County who is to me known to be the person whose name Martin Overstreet subscribed to the within instrument and acknowledged that Martin Overstreet 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.



Jeanette Dye  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 10/18/2001

EXHIBIT "A"

1. Permanent Slope Easement

A portion of that tract of land described in document No. 943280310, Multnomah County Deed Records, more particularly described as:

beginning at the northwest corner of said tract; thence south 0° 59' 20" east, a distance of 39.97 feet; thence south 34° 29' 10" west, a distance of 40.69 feet; thence northeasterly a distance of 76 feet more or less to the point of beginning.

Said easement containing 456 square feet, .01 acres more or less.

2. Permanent Drainage Easement

A portion of that tract which is described in document No. 943281700, Multnomah County Deed Records, more particularly described as:

beginning at the most northerly corner of said tract; thence west to the northeast corner of Tax Lot 9400; thence south along the east line of Tax Lot 9400 to the centerline of Fairview Creek; thence southeasterly along the centerline of Fairview Creek to the east line of tax lot 9300 to the Point of Beginning.

Said portion of Tax Lot 9300 containing an area of .08 acres more or less.