

SEWER EASEMENT

No. 2

Deed Reference: B349 P391

KNOW ALL MEN BY THESE PRESENTS, That Walter H. Kitzmiller and Elma A. Kitzmiller, husband and wife, hereinafter referred to as the Grantor, in consideration of the sum of Ninety-nine and 50/100 Dollars paid by Oregon City, a municipal corporation, which sum is hereby acknowledged and receipted by the Grantor, do hereby grant unto Oregon City, a municipal corporation of Clackamas County, Oregon, an easement and right to lay, construct, reconstruct and perpetually maintain a sewer through, under and along the following described property in Oregon City, County of Clackamas and State of Oregon:

That portion of a tract of land in the Wm. Holmes D.L.C. in T2S, R2E, W.M., conveyed to Walter H. Kitzmiller et ux by deed recorded in Book 349, page 391, Deed Records, lying within the boundaries of a strip of land 15 feet in width, being 7.5 feet on each side and parallel with the following described centerline: Beginning at a point on the north property line of said tract of land 148 feet east of the northwest corner; thence south $15^{\circ}49'$ west a distance of 81 feet; thence south $21^{\circ}41'$ west a distance of 118 feet, more or less, to a point on the south property line of said tract of land located 82 feet east of the southwest corner. Said easement being a part of the following described property:

Beginning at an iron pipe that is north $88^{\circ}26'$ west 1818.33 feet distant from the northeast corner of the northwest quarter of Section 5, T3S, R2E, W.M., said iron pipe being in the easterly property line of Molalla Avenue, known as County Road, and marking the most northeasterly corner of Mountain View Addition as recorded in Book 3, Page 15, Record of Town Plats, abutting on said Molalla Avenue; thence continuing along said easterly side of Molalla Avenue north $0^{\circ}06'$ west 180 feet to an iron pipe; thence east 264 feet to an iron pipe; thence south $0^{\circ}06'$ east 180 feet to an iron pipe; thence west to the place of beginning.

It is specifically understood and agreed that the owners have a right to construct a commercial building over and upon the land covered by this easement when properly zoned and upon plans to be approved by the City of Oregon City similar to the approval of plans for the construction of any commercial building, except both owner and City are to take into consideration its effect upon the maintenance of a sewer, and at the time of construction any additional reinforcement required to protect the sewer will be at the City's expense, but no footings or wall running parallel with the sewer line shall be built over said sewer line, however construction of a wall at right angles over the sewer line would be approved.

Cement blocks to be saved and piled west of right of way. Oak tree roots to be cut smoothly and not torn. Any construction road way to be limited to 15' permanent easement. No dirt to be piled close to two pear trees and one apple tree.

A construction easement 7.5 feet on each side of the permanent easement is hereby granted also the northerly 50 feet of the above described permanent easement.

On the balance of the above described easement a construction easement of 15 feet in width on the easterly side of the permanent easement is hereby granted.

This construction easement is cancelled upon completion.

Said City shall replace, as near as practicable, the surface of said easement premises after construction and maintenance work on said sewer.

This instrument does not grant or convey unto Oregon City, a municipal corporation, any right or title to the surface of the soil along the route of said sewer except for the purpose of laying, inspecting, maintaining and replacing the same.

TO HAVE AND TO HOLD said easements and rights unto Oregon City, a municipal corporation for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, the grantors above named, have hereunto set their hands and seals this 16 day of November, 1961.

Walter H. Kitzmiller SE

Elma A. Kitzmiller SE

STATE OF OREGON

County of Clackamas

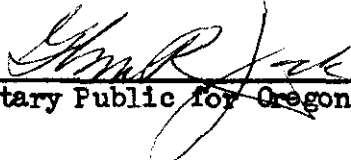
)
) ss.

On this 16 day of November, 1961, before me, the undersigned, a Notary Public in and for the same County and State, personally appeared the within named

WALTER H. KITZMILLER AND ELMA A. KITZMILLER, husband and wife, to me known to be the

identical individuals described in and who executed the foregoing instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this the day and year last above written.

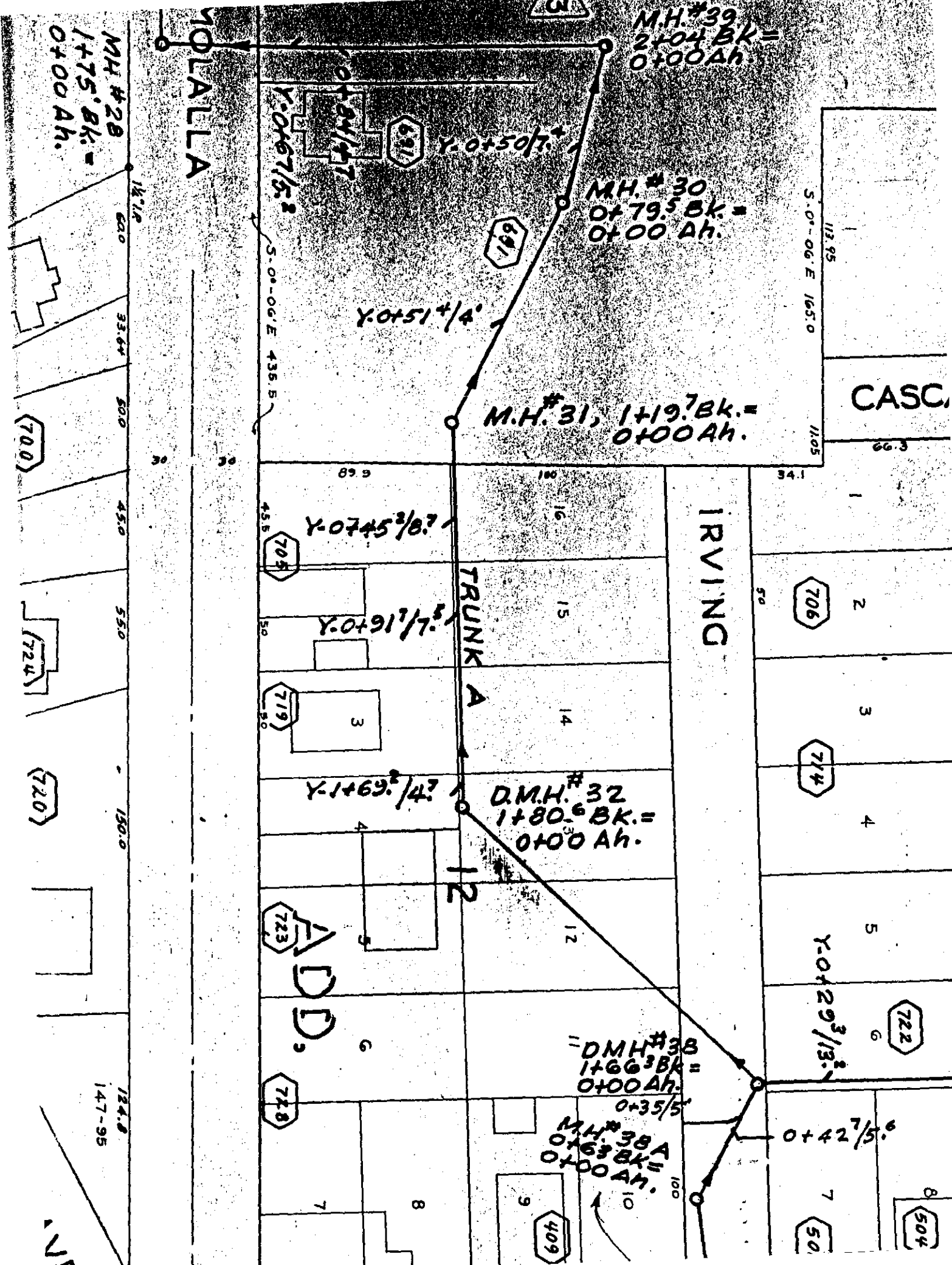


Notary Public for Oregon

My Commission Expires:

12/27/63





M.H.#39
2+04 BK =
0+00 Ah.

M.H.#30
0+79.5 BK =
0+00 Ah.

M.H.#31, 1+19.7 BK =
0+00 Ah.

D.M.H.#32
1+80.6 BK =
0+00 Ah.

D.M.H.#38
1+66.3 BK =
0+00 Ah.

M.H.#38A
0+63 BK =
0+00 Ah.

M.H.#28
1+75 BK =
0+00 Ah.

CASC.

IRVING

TRUNK A

MOLALLA

Y-0+45 3/8

Y-0+91 7/8

Y-1+69 3/4

Y-0+29 3/13

0+42 7/5.6

S.O.-06'E 165.0

S.O.-06'E 435.5

18.18

620

33.64

500

450

550

150.0

124.8

147-95

113.95

110.5

34.1

50

12

100

7

8

8

9

7

3

14

15

16

2

3

4

5

6

706

714

722

723

728

700

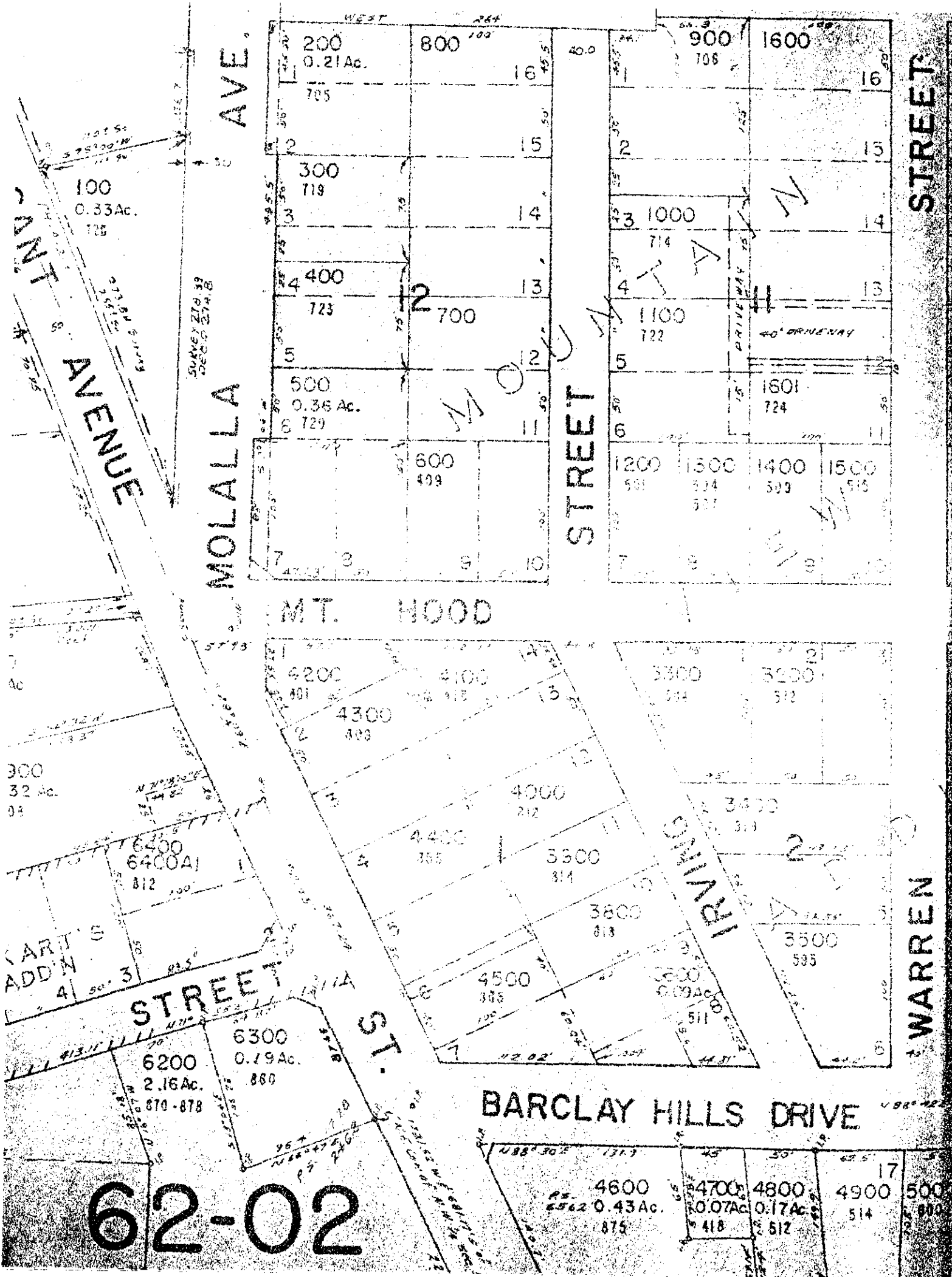
724

720

504

50

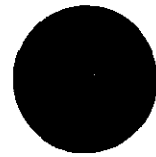
409



Sewer Easement

3-2E-5BB 300,400,500

Walter H. & Elma A.
Kitzmilller



(purple)

Chick Co. Doe. #348
Book 597 PAGE 151
(D.C. EASEMENT NO. 2)

D.C. page 1112 ITEM # 5

Env. 79