

20
After recording return to:
City Engineer
City of Oregon City
320 Warner Milne Road
Oregon City, OR 97045

**CITY OF OREGON CITY, OREGON
SANITARY SEWER EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, THAT Triway Investment Company, 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 a sewer line, mains, and conduits over across and through the following described land:

A tract of land situated in the S.E. 1/4 of Section 20, T.2S., R.2E., W.M., in the Hiram Straight D.L.C. No. 42, Clackamas County, Oregon, also being a portion of that tract of land conveyed by deed to Triway Investment Company recorded in Fee No. 73-19464 on June 21, 1973, Clackamas County Deed Records, being more particularly described as follows:

A 20.00 foot wide strip of land lying 10.0 feet on each side of the following described centerline:

Commencing at the southeast corner of that tract of land conveyed by deed to Stein's Distributing Company in Book 618, Page 191, recorded March 5, 1963;

thence, along the east line of said Triway Investment Company tract, South 8°52'29" West, 46.93 feet to the True Point of Beginning of said centerline;

thence, South 89°33'06" West, 220.55 feet;

thence, North 46°17'31" West, 33.51 feet to a point on the easterly right-of-way line of the East Portland Freeway, being the termination point of said centerline, said point being South 24°31'15" West, 52.74 feet from a point 150 feet southeasterly and opposite centerline Engineer's Station 654+00.

The area of the permanent easement is 5,081 square feet (0.117 acres);

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

The GRANTOR does bargain, sell, convey, transfer and deliver unto CITY a temporary easement and right-of-way upon, across and under so much of the aforesaid land as described as:

Being a 50.0 foot wide strip of land lying 25.0 feet on each side of the above described centerlines;

Sidelines subject to lengthening and/or shortening so as to terminate upon the grantor's property line.

It being understood that said temporary easement is only for the original excavation and construction of said utility line 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.

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 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 rights granted herein.

The true consideration of this conveyance is **THREE THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$3,300.00)**, 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 of any encumbrance that would prevent or limit the use of the property for a sanitary sewer or result in such easement being subject to extinguishment, and from any encumbrance not of record as of _____.

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 GRANTOR has executed this instrument this 17th day of June, 1994; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

TRIWAY INVESTMENT COMPANY

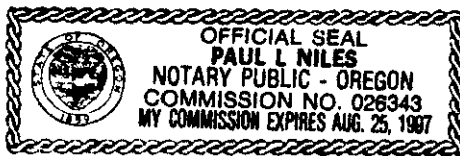

Name and Title

Name and Title

STATE OF OREGON)
) ss.
County of Clackamas)

Personally appeared Ruben Lenske ~~and~~
who duly being sworn, each for himself and not one for the other did say that the former is the president
~~and that the latter is the secretary~~ of Triway Investment Company, a corporation, and that the seal
affixed to the foregoing instrument was signed and sealed in behalf of said corporation by authority of
its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:



Paul L. Niles
NOTARY PUBLIC FOR OREGON
My Commission Expires Aug. 25, 1997

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

GRANTOR:
Triway Investment Company
7475 SE 52nd Avenue
Portland, OR 97206

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.

Daniel W. Fawcett
Mayor
7-30-94
Jean K. Elliste
City Recorder



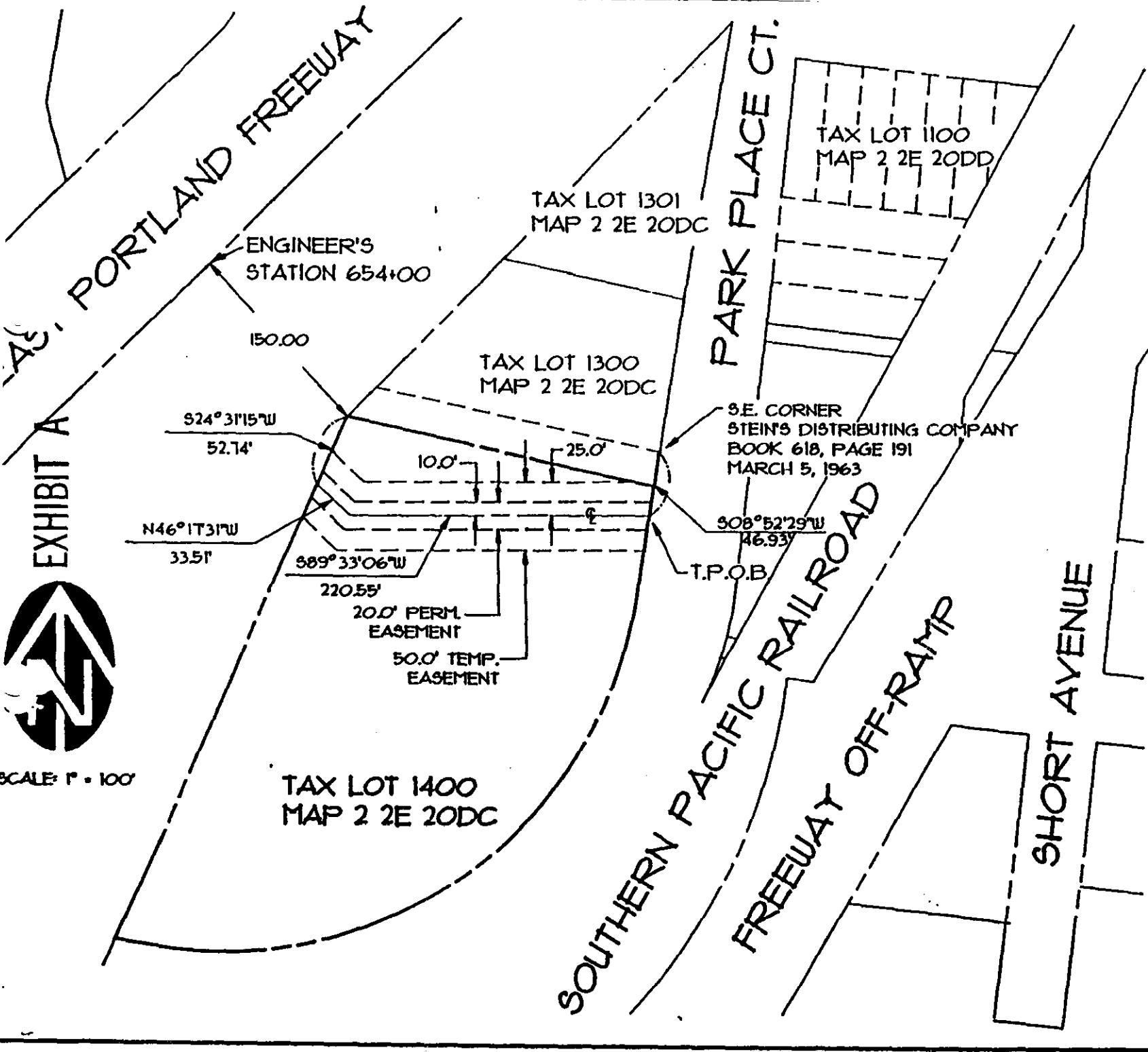


EXHIBIT A

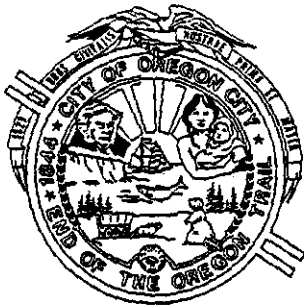


SANITARY SEWER EASEMENT
EXHIBIT MAP
HOLCOMB - PARK PLACE
SANITARY SEWER COLLECTION SYSTEM
OREGON CITY, CLACKAMAS COUNTY, OREGON

PREPARED BY:
WESTLAKE CONSULTANTS, INC.
1340 SW HUNZIKER RD., STE. 204
TIGARD OREGON 97123
PH. (503) 684-0692

MAP NO. 2 2E 20DC
TAX LOT NO. 1400
DATE: 6-26-91
DRAWN BY: KMR
CHECKED BY: SPB

JOB NO. 361-O



CITY OF OREGON CITY

INCORPORATED 1844

COMMISSION REPORT

TO THE HONORABLE MAYOR AND COMMISSIONERS

FOR AGENDA

DATED

July 20, 1994

Page

1 of 1

Subject: Sanitary Sewer Easement
Park Place Sanitary Sewer Project

Report No. 94 - 136
134

On the July 20, 1994 City Commission agenda is a sanitary sewer easement from Mr. Reuben Lenske of Triway Investment Co. that is ready for commission acceptance. Construction of the sewer across Mr. Lenske's property was done with a right-of-entry. While it is preferred to hold the easement prior to construction, Mr. Lenske wanted to be sure that his tenants would not be unduly disturbed by construction before he would grant the easement. Condemnation would have been necessary. This is the last remaining easement for the project.

It is recommended that the City Commission adopt a motion accepting the sanitary sewer easement attached and authorize the Mayor and City Recorder to execute respectively.

CHARLES LEESON
City Manager

NR/

attach.

cc: Community Development Director
Neal Robinson, Senior Engineer

(WPF\FILES\NEAL\HOPP\94-136.RPT)

Sanitary Sewer
Easement



2-2E-200C
T.L. 1400

June 1994

Hiway Investment
Company

DOC# 94-008151

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214	2

ENV#
5585