

15
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 **Terry W. Emmert** 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 N.W. 1/4 of Section 28, T.2S., R.2E., W.M., in the George Abernathy D.L.C. No. 58, Clackamas County, Oregon, also being a portion of that tract of land conveyed by deed to Terry W. Emmert and Kathleen M. Emmert, recorded in Fee No. 87-06651 on February 13, 1987, Clackamas County Deed Records, being more particularly described as follows:

The West 10.0 feet of said Emmert Tract.

The area of the permanent easement is 3,465 square feet (0.08 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 the West 25.0 feet of said Emmert Tract, except that portion lying in that tract of land conveyed by deed to Marvin W. Meyers and Shirley M. Meyers recorded in Fee No. 89-2590.

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 *Two Thousand* *AK* **Eight Hundred Ten and No/100 Dollars**

(2,810.00) NR

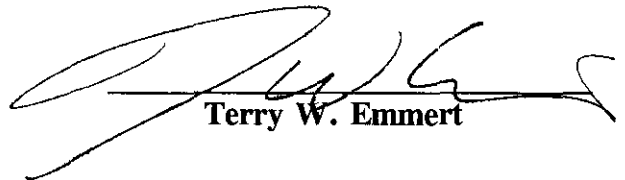
(\$810.00), the receipt of which is hereby acknowledged by GRANTOR.

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 October 14, 1991.

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.

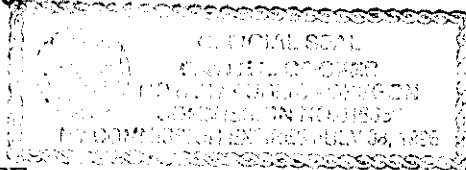
IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 30th day of November, 1992; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

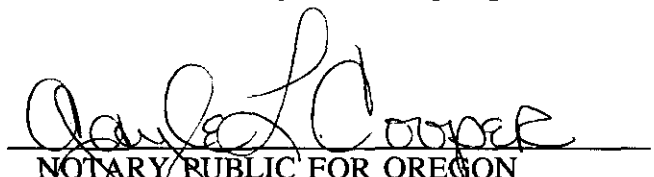

Terry W. Emmert

STATE OF OREGON)
)
County of Clackamas) SS.

Personally appeared the above named Terry Emmert and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

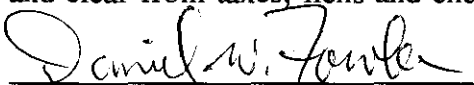


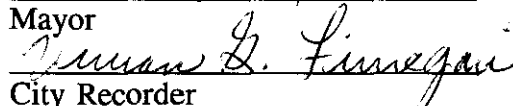

NOTARY PUBLIC FOR OREGON
My Commission Expires: July 8, 1996

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

GRANTOR
Terry W. Emmert
11811 SE Hwy. 212
Clackamas, OR 97015

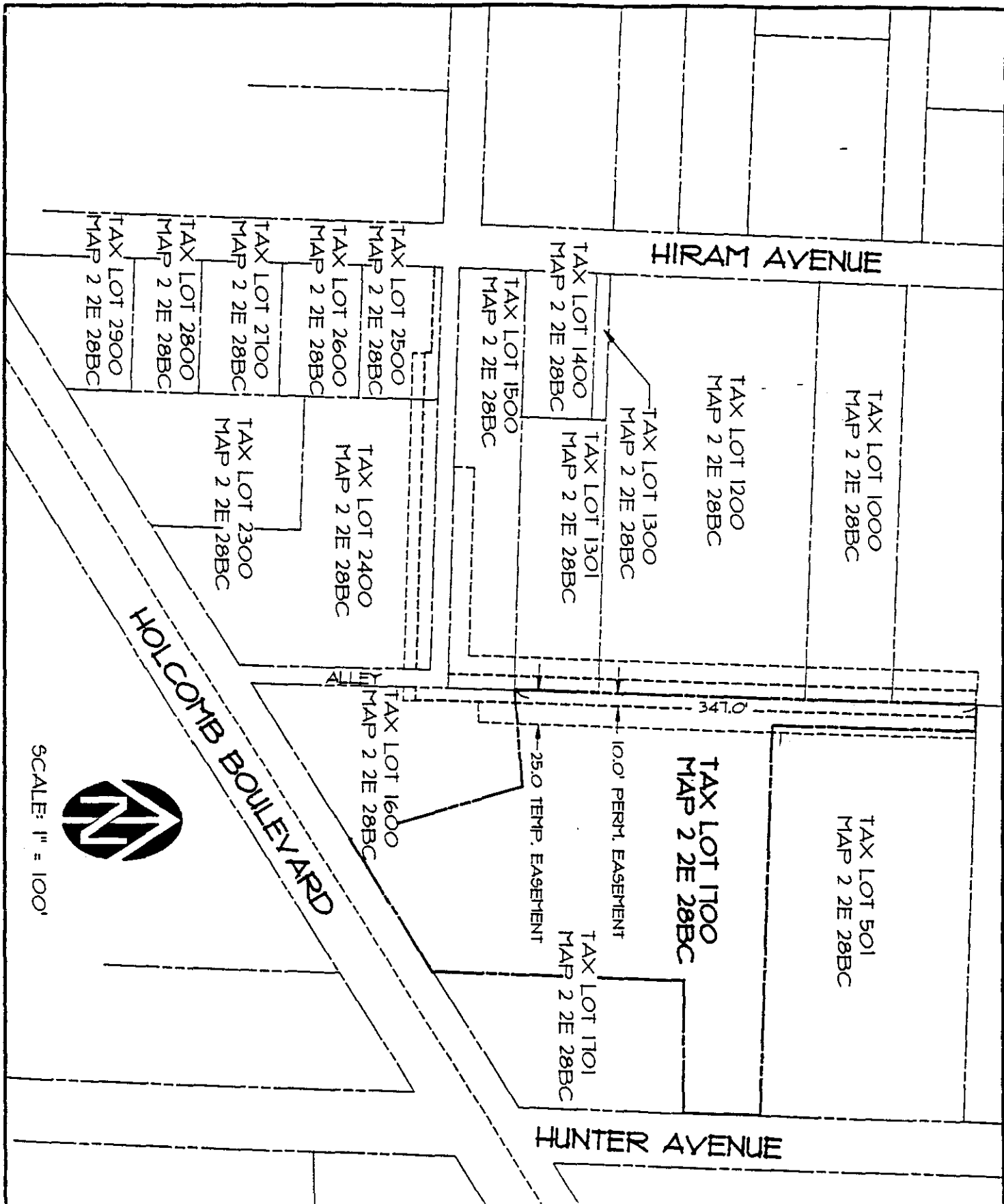
Accepted on behalf of the City of Oregon City on the condition that the easement granted is free and clear from taxes, liens and encumbrances.


Mayor


Deputy City Recorder



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**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 97223
PH. (503) 684-0652

MAP # 2 2E 28BC
TAX LOT NO.: 1700
DATE: 6-18-91
DRAWN BY: KMR
CHECKED BY: SPB



CITY OF OREGON CITY

INCORPORATED 1844

COMMISSION REPORT

FOR AGENDA

DATED

December 16, 1992

TO THE HONORABLE MAYOR AND COMMISSIONERS

Page 1 of 1

Subject: Sanitary Sewer Easement Acceptance
Park Place Sewer Project

Report No. 92-269

On the December 16, 1992 City Commission agenda is a sanitary sewer easement for the Park Place Sewer Project for Commission acceptance. This easement was part of the recent condemnation settlement agreement between the City and property owner. A copy of the easement document is attached for review.

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

CHARLES LEESON
City Manager

attach.

cc - John Block, Development Services Director
- Neal Robinson, Project Manager

Park Place Sewer Project

2 2E 28 BC 1700

Terry W. Emmert 1992

DOC# 93-26149

P9 item
416 | 2

Env#

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