

CITY OF OREGON CITY, OREGON
SANITARY SEWER EASEMENT

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KNOW ALL MEN BY THESE PRESENTS, THAT Donald D. and Susan M. Casey 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 Donald D. Casey and Susan M. Casey recorded in Fee No. 89-20735 on May 17, 1989, Clackamas County Deed Records, being more particularly described as follows:

Beginning at the northwest corner of said Casey tract;

thence, along the north line of said Casey tract, South 88°07'19" East, 2.73 feet;

thence, South 10°23'27" West, 18.33 feet to a point on the west line of said Casey tract;

thence, along the west line of said Casey tract, North 1°49'30" East, 18.13 feet to the Point of Beginning.

The area of permanent easement is 25.0 square feet (0.001 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:

Beginning at the Northwest corner of said Casey tract;

thence, along the north line of said Casey tract, South 88°07'19" East, 17.90 feet;

thence, South 10°23'27" West, 120.16 feet to a point on the west line of said Casey tract;

thence, along said west line, North 1°49'30" East, 118.84 feet to the Point of Beginning.

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 **Four Hundred Fifty and no/100 dollars (\$450.00)**, the receipt of which is hereby acknowledged by GRANTOR.

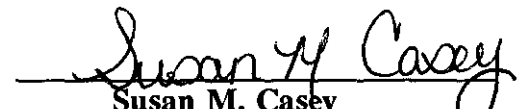
And the GRANTOR above named hereby covenants to and with the CITY, and CITY's successors in interest and assigns that GRANTOR is lawfully seized in fee simple of the above granted premises, free of any encumbrance that would prevent or limit the use of the property for a sanitary sewer or result in such easement being subject to extinguishment, and from any encumbrance not of record as of August 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 23rd day of December, 1991; 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.


Donald D. Casey


Susan M. Casey

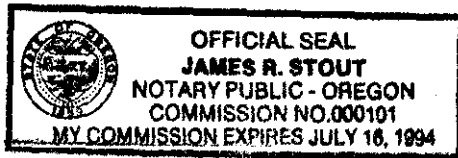
STATE OF OREGON

County of Clackamas

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ss.

Personally appeared the above named **Donald D. Casey** and **Susan M. Casey** and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:



James R. Stout
NOTARY PUBLIC FOR OREGON

My Commission Expires: *July 16, 1994*

GRANTEE

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

GRANTOR

Donald D. and Susan M.
Casey
16173 S. Swan Ave.
Oregon City, OR 97045

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 D. Fowler
Mayor

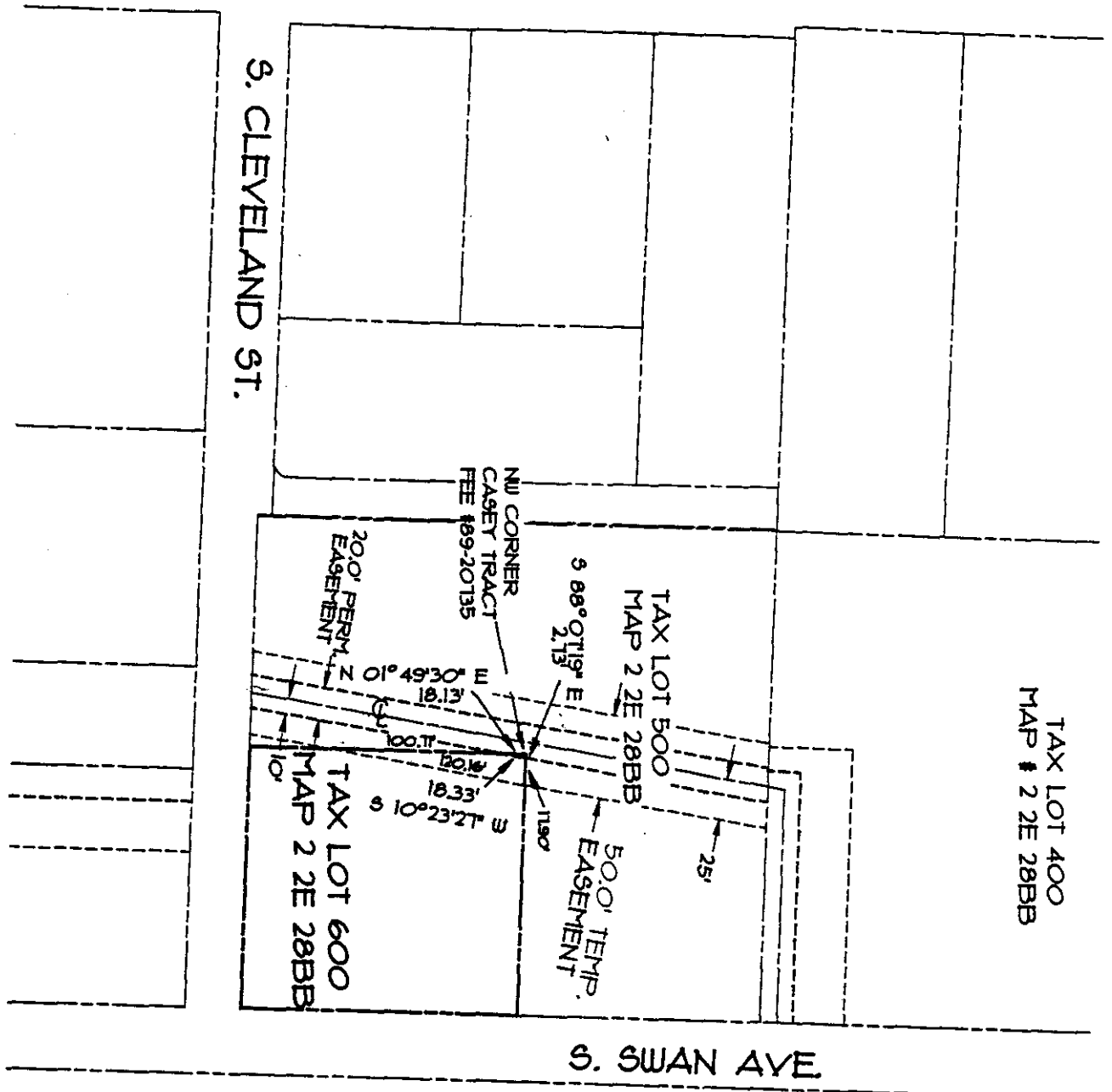
Stan K. Elliott
City Recorder

2-5-92

After recording return to:

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





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 28BB
TAX LOT NO.: 600

DATE: 6-6-91
DRAWN BY: SPB
CHECKED BY: SP, KR