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

PARK PLACE SEWER
2 LE 2BA 1705

KNOW ALL MEN BY THESE PRESENTS, THAT **Conrad R. Kristensen and Linda G. Kristensen** 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.E. 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 Conrad R. Kristensen and Linda G. Kristensen recorded in Fee No. 90-15818 on April 10, 1990, 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 westerly southwest corner of said Kristensen tract, being the Westerly Southwest corner of Lot 4, "HOLCOMB HILL";

thence, along the west line of said Kristensen tract, North 1°43'58" East, 55.88 feet to the True Point of Beginning of said centerline;

thence, South 82°45'16" East, 3.53 feet to Point "A";

thence, South 52°12'45" East, 176.95 feet to a point on the south line of said Kristensen tract, being the termination point of said centerline, said point being South 86°27'15" East, 81.74 feet from the easterly southwest corner of said Kristensen tract.

ALSO AND TOGETHER WITH a 20.0 foot wide strip of land lying 10.0 feet on each side of the following described centerline:

Beginning at said Point "A";

thence, North 3°48'40" East, 40.88 feet to a point on the north line of said Kristensen tract, being the termination point of said centerline, said point being South 88°08'47" East, 5.00 feet from the northwest corner of said Kristensen tract.

The area of permanent easement is 4,073 square feet (0.094 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 following described centerline:

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 **ONE THOUSAND THREE HUNDRED and no/100 dollars (\$1,300.00)**, 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 July 11, 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 January, 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.


Conrad R. Kristensen


Linda G. Kristensen

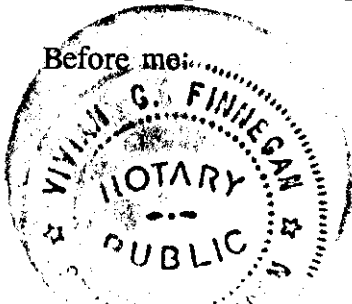
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STATE OF OREGON)

County of Clackamas)

SS.

Personally appeared the above named Conrad R. Kristensen and Linda G. Kristensen and acknowledged the foregoing instrument to be their voluntary act and deed.



Before me:

Vivian G. Finnegan
NOTARY PUBLIC FOR OREGON
My Commission Expires: 3-09-92

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

GRANTOR
Conrad R. and Linda G. Kristensen
14682 S. Holcomb Blvd.
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 W. Fawcett
Mayor
Alan 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



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CITY OF OREGON CITY

INCORPORATED 1844

COMMISSION REPORT

TO THE HONORABLE MAYOR AND COMMISSIONERS

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FOR AGENDA

DATED

February 5, 1992

Page 1 of 1

Subject: Sanitary Sewer Easement Acceptance
Park Place Sewer Project

Report No. 92-15

On the February 5, 1992 City Commission agenda are the following sanitary sewer easements for Commission acceptance:

Map	Tax Lot	Owner	Address	
28A	1702	Stirling, John & Jeanette M.	14570 S. Holcomb Blvd.	Oregon City
28A	1705	Kristensen, Conrad R. & Linda G.	14682 S. Holcomb Blvd.	Oregon City
28BB	500	Holsworth, Robt. D. & Millie A.	16143 S. Swan Avenue	Oregon City
28BB	600	Casey, Donald D. & Susan M.	16173 S. Swan Avenue	Oregon City
28BB	1700	Clack. County, c/o Deroo, Richard S. & Julia	14055 S. Cleveland St.	Oregon City
28BB	1702	White, Irene P., c/o Deroo, Richard S. & Julia	14055 S. Cleveland St.	Oregon City

Easement documents are available for review and will be at the meeting for signing.

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

CHARLES LEESON
City Manager

JGB/im

attach.

cc - Development Services Director
- Neal Robinson, Project Manager

Easements Secured between January 8, 1992 and January 30, 1991

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PARK PLACE SEWER EASEMENT

28 A TL 1705

Conrad/Linda KRISTENSEN 1992

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