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CITY OF OREGON CITY, OREGON
SANITARY SEWER EASEMENT
254
TL 1718

KNOW ALL MEN BY THESE PRESENTS, THAT Douglas and Jacquelyn Nelson 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 Jacquelyn J. Nelson and Douglas J. Nelson recorded in Fee No. 77-44370 on October 28, 1977, noted as Parcel 2 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 northwest corner of Lot 8, "HOLCOMB HILL NO. 2";

thence, along the south line of said Nelson tract (Parcel 2), North 88°13'37" West, 48.47 feet to the True Point of Beginning of said centerline;

thence, North 15°55'21" East, 157.43 feet;

thence, parallel with the north line of said Nelson tract, being 10.0 feet South of said north line, North 88°13'05" West 141.84 feet to the termination point of said centerline.

The area of the permanent easement is 5,790 square feet (0.137 acres);

Sidelines subject to lengthening and/or shortening so as to terminate upon the grantor's property line except at the termination point of the easement.

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 Lot 8;

thence, along the south line of said Nelson tract, North 88°13'37" West, 74.25 feet;

thence, North 15°55'21" East, 116.19 feet;

thence, North 88°13'15" West, 120.98 feet;

thence, North 1°46'45" East, 50.00 feet to a point on the north line of said Nelson tract;

thence, along said north line, South 88°13'15" East, 166.84 feet to the northwest corner of Lot 7, HOLCOMB HILL NO. 2;

thence, along the west line of said Lot 7, South 1°46'45" West, 162.66 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.

Upon completion of any reconstruction, operation or maintenance work, the CITY shall restore the surface and any improvements such as walkways, plantings, or paved areas, 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.

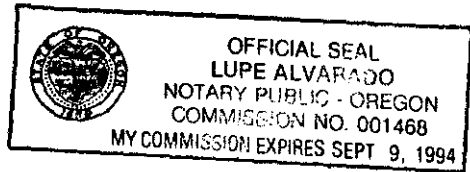
The true consideration of this conveyance is **ONE THOUSAND TWO HUNDRED FIFTY and no/100 dollars (\$1,250.00)**, the receipt of which is hereby acknowledged by GRANTOR.

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 1, 1991.


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 8TH day of NOVEMBER, 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.

2




Douglas Nelson


Jacquelyn Nelson

STATE OF OREGON

County of Clackamas

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)
)
SS.

Personally appeared the above named Douglas Nelson and Jacquelyn Nelson and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

NOTARY PUBLIC FOR OREGON

My Commission Expires: 9/9/94

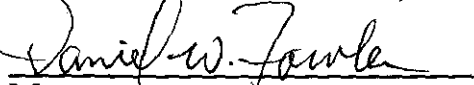
GRANTEE

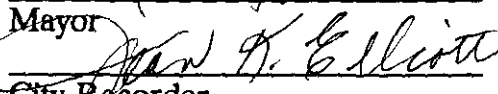
City of Oregon City
320 Warner Milne Road
Oregon City, OR 97045

GRANTOR

Douglas and Jacquelyn Nelson
16267 S. Oak Tree Terrace
Oregon City, OR 97045

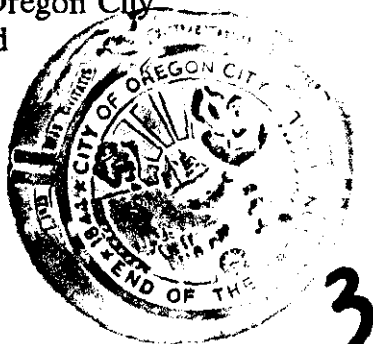
Accepted on behalf of the City of Oregon City on the condition that the easement granted is free and clear from taxes, liens and encumbrances.


Mayor


City Recorder

After recording return to:

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





CITY OF OREGON CITY

INCORPORATED 1844

COMMISSION REPORT

FOR AGENDA

DATED

January 15, 1992

TO THE HONORABLE MAYOR AND COMMISSIONERS

Page 1 of 1

Subject: Sanitary Sewer Easement Acceptance
Park Place Sewer Project

Report No. 92-05

On the January 15, 1992 City Commission agenda are the following sanitary sewer easements for Commission acceptance:

Map	Tax Lot	Owner	Address	
20DA	2700	McKee, Edgar & Beverly Hays	18620 Boynton St.	Oregon City
20DA	2800	Glass, Eldean	15720 S. Harley,	Oregon City
20DD	4500	Kendrick, Steven R. & Debbie E.	16020 S. Short Ave.	Oregon City
20DD	4600	Kendrick, Robert E. & Virginia	15990 S. Short Ave.	Oregon City
21C	2900	Endres, Henry C. & Margaret M. c/o Pierce, Craig	13300 S. Clack. River Dr.	Oregon City
21CC	700	Tolle, Viola Jean	15921 S. Hunter Ave.	Oregon City
21CC	900	Tolle, Viola Jean	15921 S. Hunter Ave.	Oregon City
21CC	1000	Tolle, Viola Jean	15921 S. Hunter Ave.	Oregon City
28A	1200	Joli, Delores	14601 S. Holcomb Blvd.	Oregon City
28A	1600	Clackamas County	121 Library Court	Oregon City
28A	1715	Cornutt, David P.	534 E. Clarendon	Gladstone
28A	1718	Nelson, Douglas J. & Jacquelyn J.	16267 S. Oaktree Terrace	Oregon City
28BA	800	Clackamas Co. Housing Authority	13930 S. Gain	Oregon City
28BB	1202	Holland, David	206 NE 41st Ave.	Portland
28BB	1300	Holland, David	206 NE 41st Ave.	Portland
28BB	1400	Schleichert, Donald L. & Beth M.	16201 S. Hunter Ave.	Oregon City
28BB	1503	Schleichert, Donald L. & Beth M.	16201 S. Hunter Ave.	Oregon City
28BB	2000	Holland, David	206 NE 41st Ave.	Portland

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 Engineer

PARK PLACE SEWER EASEMENT

28 A TL 1718

Douglas/Jacquelyn NELSON

1992

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