20 DD /. TL 4500/4600

CITY OF OREGON CITY, OREGON SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT Robert Kendrick and Virginia Kendrick 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 Robert E. Kendrick and Virginia Kendrick, recorded in Book 428, page 263 on February 20, 1950, 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 Block A, "PARK PLACE", a duly recorded subdivision plat;

thence, along the north line of said Block A, South 83°26'32" East, 23.39 feet to the True Point of Beginning of said centerline;

thence, South 6°29'57" West, 2.72 feet;

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thence, South 7°34'35" West, 17.28 feet to a point on the south line of said Kendrick tract, being the termination point of said centerline, said point also being South 83°26'32" East, 23.18 feet from the southwest corner of said Kendrick tract.

The area of the permanent easement is 400 square feet (0.009 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 50.0 feet of the most westerly portion of said Kendrick tract.

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 HUNDRED AND NO/100 DOLLARS (\$100.00), 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 November 20, 1491.

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 _20th 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.

Robert Rendrics

inhendrick ginia Kéndrick

STATE OF OREGON

SS.

County of Clackamas

Personally appeared the above named Robert Kendrick and Virginia Kendrick and

acknowledged the foregoing instrument to be their voluntary act and deed.

Before-me:



NOTARY PUBLIC FOR OREGON My Commission Expires: <u>August 25</u>, 1993

GRANTEE City of Oregon City

320 Warner Milne Road Oregon City, OR 97045 GRANTOR Robert Kendrick and Virginia Kendrick 15990 S. Short Avenue 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.

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92 FEB 19 PM 3:

IANA Mayor City Recorder

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



STATE OF OREGON State of Clackamas (county of Clackamas) (county of Clackamas, county clerk, for the County of I, John Kauffman, County Clerk, for the instrument of Clackamas, do hereby certify that the instrument of writing was received for recording in the records of said county at

Witness my hard and sign attrixed Mutues my hard and sign attrixed Mutues for the sign attrixed Mutues CCP-R4 (Rev. 6/9) CCP-R4 (Rev. 6/9)



City Manager

JGB/im attach. cc - Development Services Director - Neal Robinson, Project Engineer

ISSUED BY THE CITY MANAGER

SPARK PLACE SEWER EASEMENT TL 4500/4600 20 DD Robert/Virginia KENDRICK 1992 2-2E-2000 4500,4600 DOC# 92-09171 <u>P9 liten</u> 3151 8 Envt 561