

CITY OF OREGON CITY, OREGON  
SANITARY SEWER EASEMENT

29AA 300

20-  
KNOW ALL MEN BY THESE PRESENTS, THAT **Daryl Dalling and Trucene Lynn Dalling** 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 29, 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 Trucene Fishler, recorded in Fee No. 85-23880 on July 11, 1985, 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 said Fishler tract, said point being at the northwest corner of Lot 6, Block 5, J.T. APPERSON'S SUBDIVISION OF BLOCKS 5, 6 AND 7 OF PARK PLACE;

thence, along the north line of said Lot 6, South 83°31'46" East, 14.39 feet to the True Point of Beginning of said centerline;

thence, South 6°54'48" West, 125.0 feet to a point on the South line of said Fishler tract, being the termination point of said centerline, said point being South 83°31'46" East, 14.58 feet from the southwest corner of said Fishler tract.

The area of the permanent easement is 2500 square feet (0.057 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 said Fishler 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 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 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 28<sup>th</sup> day of October, 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.

  
Daryl Dalling

  
Trucene Lynn Dalling

STATE OF OREGON

County of Clackamas

)  
)  
)

ss.

Personally appeared the above named Daryl Dalling and Trucene Lynn Dalling and acknowledged the foregoing instrument to be their voluntary act and deed.

2

Before me:



*David E. McElowney*  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: JAN. 21, 1995

GRANTEE

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

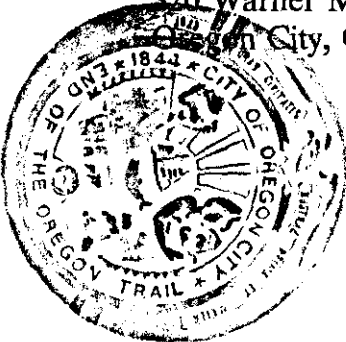
GRANTOR

Daryl Dalling and  
Trucene Lynn Dalling  
16143 S. Front 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.

*Daniel W. Fowler*  
Mayor  
*Stan K. Elliott*  
City Recorder

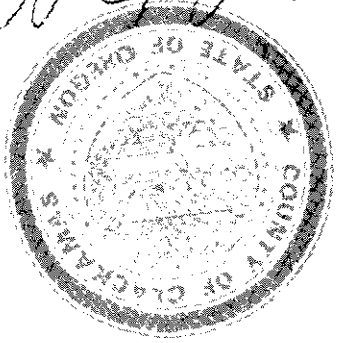
After recording return to:  
City Engineer, City of Oregon City  
320 Warner Milne Road  
Oregon City, OR 97045



09167 26

Recording Certificate  
CCP-RA (Rev. 1991)

Witness my hand and seal affixed  
JOHN KAUFMAN  
County Clerk



92 FEB 19 PM 3:32

STATE OF OREGON  
County of Clackamas  
I, John Kaufman, County Clerk, for the County of Clackamas, do hereby certify that the instrument c  
writing was received for recording in the records c  
said county at



SCALE: 1" = 100'

HARLEY AVENUE

CLEVELAND STREET

TAX LOT 501  
MAP 2 2E 29AA

583°31'46"E  
14.39'

N.W. CORNER  
FISHLER TRACT  
FEE 185-23880

TAX LOT 400  
MAP 2 2E 29AA

S.W. CORNER  
FISHLER TRACT  
FEE 185-23880

583°31'46"E  
14.58'

TAX LOT 3300  
MAP 2 2E 29AA

TAX LOT 3200  
MAP 2 2E 29AA

TAX LOT 3700  
MAP 2 2E 29AA

TAX LOT 20C  
MAP 2 2E 29A

T.P.O.B  
506°54'48"W  
125.0'

TAX LOT 300  
MAP 2 2E 29AA

20.0' PERM.  
EASEMENT  
10.0'

50.0' TEMP.  
EASEMENT

TAX LOT 3400  
MAP 2 2E 29AA

TAX LOT 3501  
MAP 2 2E 29AA

TAX LOT 3500  
MAP 2 2E 29AA

TAX LOT 3600  
MAP 2 2E 29AA

TAX LOT 3701  
MAP 2 2E 29AA

FRONT



# CITY OF OREGON CITY

INCORPORATED 1844

## COMMISSION REPORT

FOR AGENDA

DATED

December 18, 1991

TO THE HONORABLE MAYOR AND COMMISSIONERS

Page 1 of 1

Subject: Sanitary Sewer Easement Acceptance  
Park Place Sewer Project

Report No. 91-248

On the December 18, 1991 City Commission agenda are eight sanitary sewer easements for Commission acceptance.

Map	Tax Lot	Owner	Address
20DD	5100	Isaak, Arthur & Elma Ann	57900 Center St., Gladstone
21CC	1100	Parker, Terri	15961 S. Hunter Ave., Oregon City
28A	1703	Weaver, Sharon & Powers, Nancy & Messina, Mario	14590 S. Holcomb Rd., Oregon City
28BC	300	Holschu, Floyd G. & Dorothy	16276 S. Hiram Ave., Oregon City
28BC	400	Holschu, Floyd G. & Dorothy	16276 S. Hiram Ave., Oregon City
28BC	2400	Janz, Loreina	5094 SE Allen, Milwaukie, 97267
28BC	2500	Grant, Bradley	16444 S. Hiram Ave., Oregon City
29AA	300	Dalling, Daryl & Trucene	14143 S. Front Street, Oregon City

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

CHARLES LEESON  
City Manager

JGB/im

cc - Development Services Director  
- Neal Robinson, Project Manager

ISSUED BY THE CITY MANAGER

PARK PLACE SEWER EASEMENT

29 AA TL 300

Daryl/Trucene DALLING

1992

2-2E-29AA 300

DOG#92-091107

Dg item  
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Env #

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