

25'

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

PARK PLACE SEWER
28 BC 300,400

KNOW ALL MEN BY THESE PRESENTS, THAT **Floyd G. Holschu and Dortha Holschu** 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 lands:

Parcel 1:

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 Floyd G. Holschu recorded in Book 585, Page 1 on March 30, 1961, Clackamas County Deed Records, being more particularly described as follows:

The South 20.0 feet of Block 40, "CLACKAMAS HEIGHTS", a duly recorded subdivision plat;

The area of the permanent easement is 6,270 square feet (0.144 acres);

Sidelines subject to lengthening and/or shortening so as to terminate upon the grantor's property line.

Parcel 2:

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 Floyd G. Holschu and Dorothea Holschu, recorded in Book 667, Page 289 on December 27, 1965, Clackamas County Deed Records, being more particularly described as follows:

The South 20.0 feet of Block 41, "CLACKAMAS HEIGHTS", a duly recorded subdivision plat;

The area of the permanent easement is 6,270 square feet (0.144 acres);

Sidelines subject to lengthening and/or shortening so as to terminate upon the grantor's property line.

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 South 50.0 feet of said Block 40, "CLACKAMAS HEIGHTS" (Parcel 1)
Together with a strip of land described as:

Being the South 50.0 feet of said Block 41, "CLACKAMAS HEIGHTS" (Parcel 2)

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 **Eighteen Hundred and no/100 dollars (\$1,800.00)**, 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 8-26-1991.

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 29th 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.

Floyd G. Holschu
Floyd G. Holschu

Dortha M. Holschu
Dortha Holschu

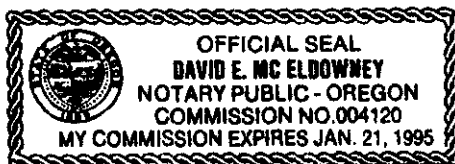
STATE OF OREGON)

County of Clackamas)

ss.

Personally appeared the above named Floyd G. Holschu and Dortha Holschu and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:



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

2

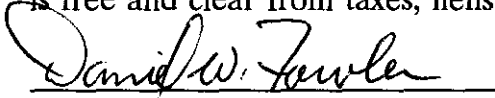
GRANTEE

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

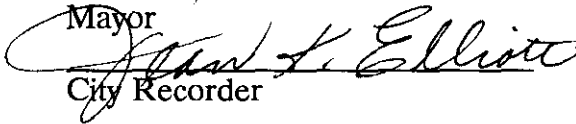
GRANTOR

Floyd G. and Dortha Holschu
16276 S. Hiram 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.



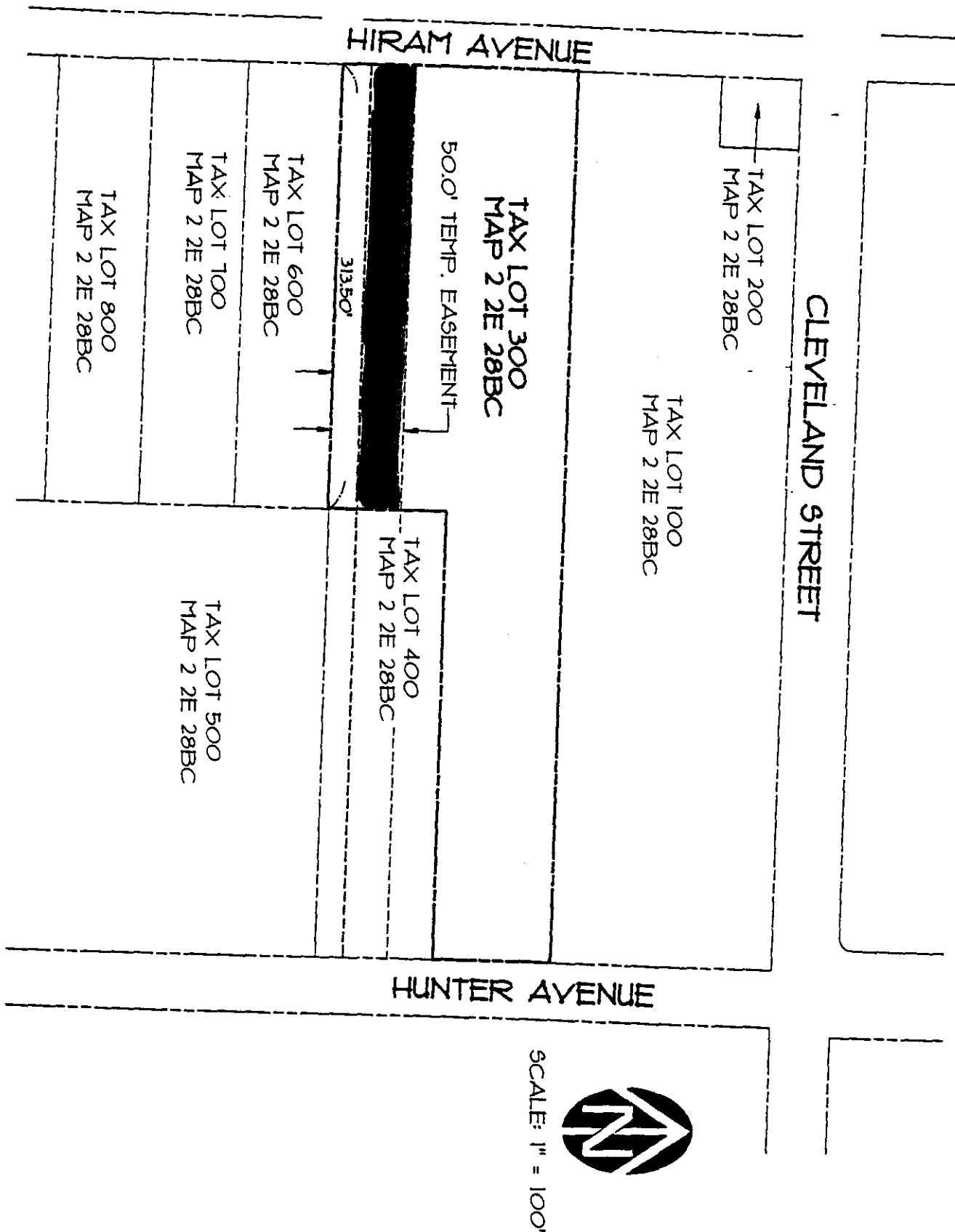
Mayor



City Recorder

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





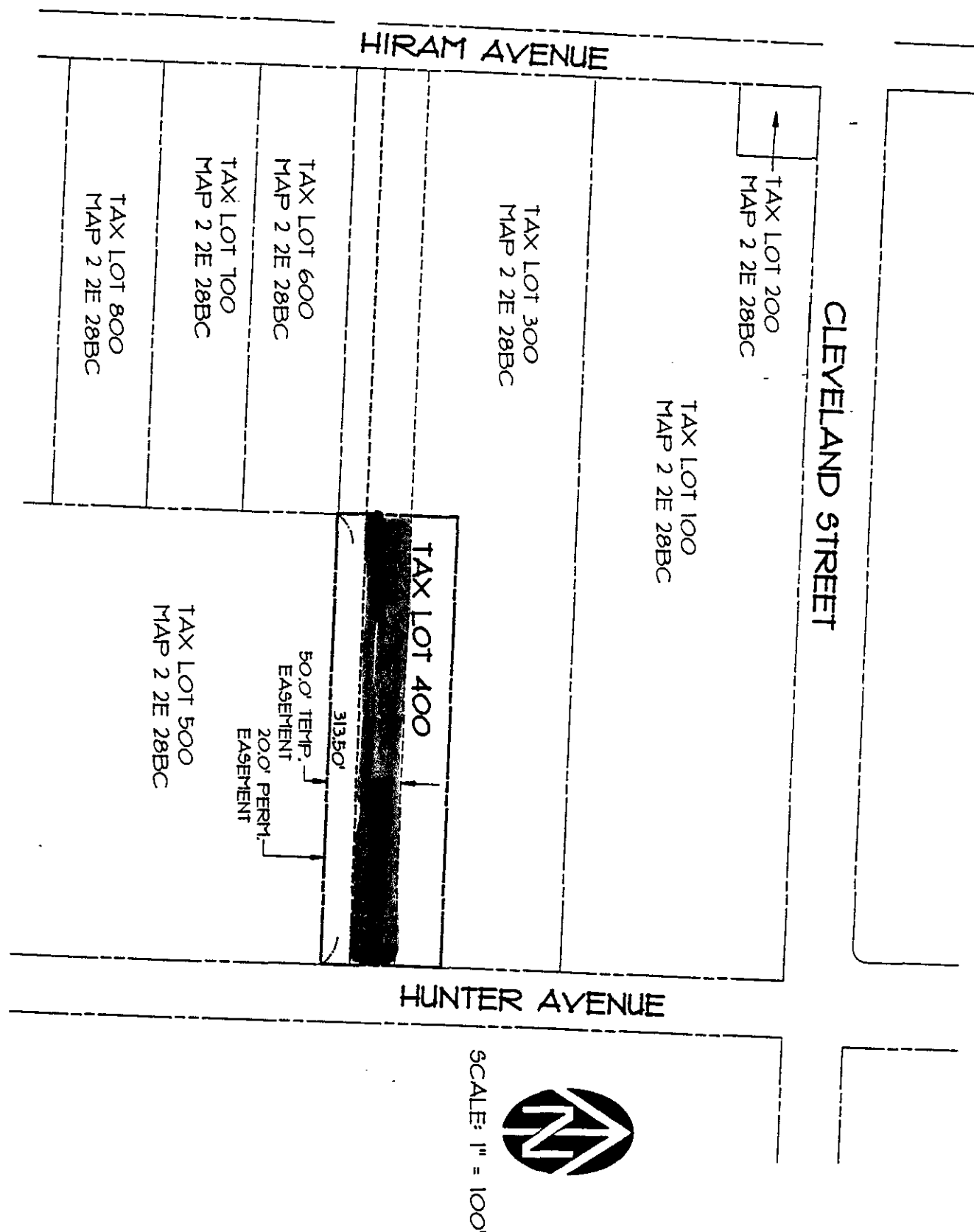
**SANITARY SEWER EASEMENT
EXHIBIT MAP**

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 28BC
TAX LOT NO.: 300

DATE: 6-18-91
DRAWN BY: KMR
CHECKED BY: SPB



SANITARY SEWER EASEMENT EXHIBIT MAP

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SANITARY SEWER COLLECTION SYSTEM
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**MAP #: 2 2E 28BC
TAX LOT NO.: 400**

DATE: 6-18-91
DRAWN BY: KMR
CHECKED BY: SPB