CITY OF OREGON CITY, OREGON SANITARY SEWER EASEMENT

PARK SEVER PLACE 21 CC 1100 Z ...

92 0916

KNOW ALL MEN BY THESE PRESENTS, THAT **Terri L. Parker** 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.W. 1/4 of Section 21, 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 Scott T. Parker and Terri L. Parker, recorded in Fee No. 77-19399 on May 23, 1977, Clackamas County Deed Records, being more particularly described as follows:

Commencing at the northwest corner of Tract 67, "CLACKAMAS HEIGHTS", a duly recorded subdivision plat;

thence, along the north line of said Tract 67, South 88°08'38" East, 16.50 feet to the True Point of Beginning;

thence, continuing along the north line of said Tract 67, South 88°08'38" East, 19.0 feet;

thence, South 23°10'43" West, 52.22 feet to a point on the east right-of-way line of Hiram Ave.;

thence, along said east right-of-way line, North 1°53'33" East, 48.64 feet to the True Point of Beginning.

ALSO AND TOGETHER WITH the South 20.0 feet of Tract 67 and 66, said "CLACKAMAS HEIGHTS", except the East 200.00 feet of said Tract 66.

The area of the permanent easement is 9,333 square feet (0.214 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 South 50.0 feet of said Tracts 66 and 67, except the East 200.0 feet of said Tract 66, ALSO being the West 25.0 feet of the East 313.5 feet of said Tract 67.

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 FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00), 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 September 13, 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 27% day of 0cf, 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.



Terrih. tarken

Terri L. Parker

STATE OF OREGON

County of Clackamas

Personally appeared the above named Terri L. Parker and acknowledged the foregoing instrument to be her voluntary act and deed.



Sanitary Sewer Easement / Parker.34 Page 3 Assessor's ID# Tax Lot 1100 2 2E 21 CC

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

Before me:

GRANTOR Terri L. Parker 15961 S. Hunter 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







PARK PLACE SEWER EASEMENT 2100 TL 1100 Terri L. PARKER 1992 2-2E-21CC 1100 DOG#92-091162 page 216#6 Env# 566