

20-  
**CITY OF OREGON CITY, OREGON  
SANITARY SEWER EASEMENT**

PARK PLACE SEWER

2944 TL 37ED

KNOW ALL MEN BY THESE PRESENTS, THAT **Les Brown and Lillian A. Smith** 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 Evelyn Brown, Evelyn M. Sharpe, and Lillian A. Smith, recorded in Fee No. 74-24002 on August 23, 1974, 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 Brown, et al tract, being the Northwest corner of Lot 7, Block 6, "J.T. APPERSON'S SUBDIVISION OF BLOCKS 5, 6 AND 7, PARK PLACE";

thence, along the north line of said Brown, et al tract, South 83°31'46" East, 15.11 feet to the True Point of Beginning of said centerline;

thence, South 6°54'26" West, 100.0 feet to a point on the south line of Lot 8, said Block 6, being the termination point of said centerline, said point being South 83°31'46" East, 15.27 feet from the Southwest corner of said Lot 8.

The area of the permanent easement is 2,000 square feet (0.046 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 Lots 7 and 8.

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 **SIX HUNDRED AND NO/100 DOLLARS (\$600.00)**, 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 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 21<sup>ST</sup> 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.

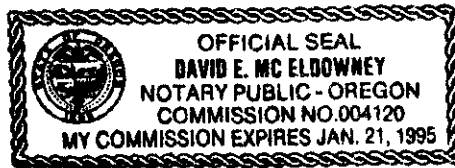
Les Brown  
Les Brown

Lillian A. Smith  
Lillian A. Smith

STATE OF OREGON       )  
                                      )ss.  
County of Clackamas    )

Personally appeared the above named Les Brown and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

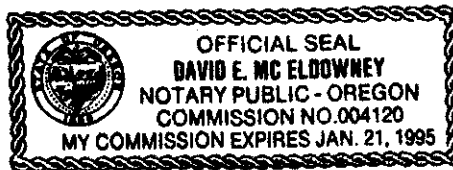


*David E. McElDowney*  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: JAN. 21, 1995

STATE OF OREGON       )  
                                      )ss.  
County of Clackamas    )

Personally appeared the above named Lillian Smith and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:



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

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

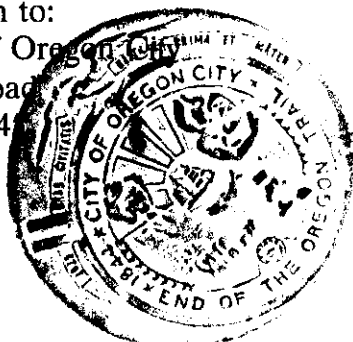
GRANTOR  
Les Brown & Lillian Smith  
17539 S. Clackamas River Dr.  
Oregon City, OR 97045

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.

*David W. Fowler*  
\_\_\_\_\_  
Mayor

*Kean K. Elliott*  
\_\_\_\_\_  
City Recorder

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



3



SCALE: 1" = 100'

HARLEY AVENUE

FRONT AVENUE

CLEVELAND STREET

TAX LOT 501  
MAP 2 2E 29AATAX LOT 200  
MAP 2 2E 29AATAX LOT 400  
MAP 2 2E 29AATAX LOT 300  
MAP 2 2E 29AATAX LOT 3300  
MAP 2 2E 29AATAX LOT 3400  
MAP 2 2E 29AATAX LOT 3501  
MAP 2 2E 29AATAX LOT 3500  
MAP 2 2E 29AATAX LOT 3200  
MAP 2 2E 29AATAX LOT 3600  
MAP 2 2E 29AAS 83°31'46" E  
15.11'N.W. CORNER  
BROWN, ET AL TRACT  
FEE #14-2400220.0' PERM.  
EASEMENTS 83°31'46" E  
15.21'

T.P.O.B.

S 06°54'26" W

100.0'  
50.0' TEMP.  
EASEMENTTAX LOT 3701  
MAP 2 2E 29AATAX LOT 3700  
MAP 2 2E 29AA

SANITARY SEWER EASEMENT

EXHIBIT MAP

HOLCOMB - PARK PLACE  
SANITARY SEWER COLLECTION SYSTEM  
OREGON CITY, CLACKAMAS COUNTY, OREGONPREPARED BY:  
WESTLAKE CONSULTANTS, INC.  
1340 SW HUNZIKER RD., STE 204  
TIGARD OREGON 97223  
PH. (503) 684-0682MAP NO: 2 2E 29AA  
TAX LOT NO: 3700DATE: 6-21-91  
DRAWN BY: KMR  
CHECKED BY: SPB

JOB NO. 361-04



# 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. 91-240

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

Map	Tax Lot	Owner	Address
28BB	1201	McKinley, Mark & Teresa M.	16075 S. Hunter, Oregon City
29AA	3700	Brown, Les	17539 S. Clack. River Dr., Oregon City
21CD	2900	Monroe, Wm. A. & Glenda C.	14292 S. Forsythe Road, Oregon City
28BB	1000	Wymore, Steve	16045 S. Hunter Ave., Oregon City

It is recommended that the City Commission adopt a motion to accept the four 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 Manager

PARK PLACE SEWER EASEMENT

29 DA TL 2800

Elsie M MILLER  
Ruch C KRETZINGER

1991

Z-2E-29 DA 2800

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pg. 615 #2

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