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

KNOW ALL MEN BY THESE PRESENTS, THAT **Samuel P. Secor and Olive B. Secor** 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.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 Samuel P. Secor and Olive B. Secor recorded in Fee No. 87-01348 on January 12, 1987, Clackamas County Deed Records, being more particularly described as follows:

The South 20.0 feet of said Secor tract.

The area of the permanent easement is 2,872 square feet (0.066 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:

The South 50.0 feet of the above described Secor tract.

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 ONE HUNDRED and no/100 dollars (\$1,100.00)**, 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 July 29, 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 12<sup>th</sup> day of SEPTEMBER, 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.

Samuel P. Secor  
Samuel P. Secor

Olive B. Secor

STATE OF OREGON )

County of Clackamas )

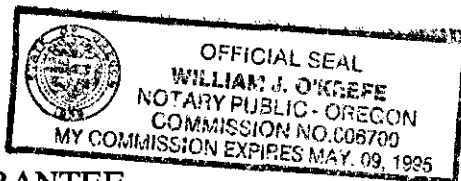
ss.

Personally appeared the above named Samuel P. Secor and Olive B. Secor and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

William J. O'Keefe  
NOTARY PUBLIC FOR OREGON

My Commission Expires: 5-9-91



GRANTEE

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

GRANTOR

Samuel P. and Olive B. Secor  
14384 S. Holcomb Blvd.  
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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William W. Fowler

Mayor

Alan K. Elliott

City Recorder

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



CLEVELAND STREET

TAX LOT 2100  
MAP 2 2E 28BBTAX LOT 2800  
MAP 2 2E 28BBTAX LOT 500  
MAP 2 2E 28BBTAX LOT 600  
MAP 2 2E 28BBTAX LOT 1300  
MAP 2 2E 28BDTAX LOT 1301  
MAP 2 2E 28BDTAX LOT 1100  
MAP 2 2E 28BDTAX LOT 1400  
MAP 2 2E 28BDTAX LOT 1000  
MAP 2 2E 28BDTAX LOT 1001  
MAP 2 2E 28BDTAX LOT 1002  
MAP 2 2E 28BD50.0' TEMP.  
EASEMENT20.0' PERM.  
EASEMENTTAX LOT 1500  
MAP 2 2E 28BDTAX LOT 1600  
MAP 2 2E 28BDTAX LOT 900  
MAP 2 2E 28BD

SWAN AVENUE



SCALE: 1" = 100'

HOLCOMB BLVD.

MAP # 2 2E 28BD  
TAX LOT NO: 1002DATE 6-1-91  
DRAWN BY: KMR  
CHECKED BY: SPBPREPARED BY:  
WESTLAKE CONSULTANTS, INC.  
1340 SW HUNZIKER RD., STE 204  
TIGARD, OREGON 97223  
PH. (503) 684-0652

SANITARY SEWER EASEMENT

EXHIBIT MAP

HOLCOMB - PARK PLACE

SANITARY SEWER COLLECTION SYSTEM  
OREGON CITY, CLACKAMAS COUNTY, OREGON