20 DD 4400 Park Place Sewer

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KNOW ALL MEN BY THESE PRESENTS, THAT Helen Best 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.E. 1/4 of Section 20, 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 Frank D. Best and Helen L. Best, recorded in Fee No. 85-25255 on July 23, 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 Best tract, being at the northwest corner of Lot 12, Block 3, "PARK PLACE", a duly recorded subdivision plat;

thence, along the north line of said Lot 12, South 83°26'32" East, 21.03 feet to the True Point of Beginning of said centerline;

thence, South 7°34'35" West, 19.09 feet to the termination point of said centerline.

The area of the permanent easement is 382 square feet (0.009 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 West 50.0 feet of the North 35.0 feet said Lot 12.

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 Two hundred fifty and no/100 dollars (\$250.00), 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.

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	26 th
day of <u>September</u>	_, 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.		

- Kelen L. Best Helen Best

STATE OF OREGON ) ss.
County of Clackamas )

Personally appeared the above named Helen Best and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:

NOTARY PUBLIC FOR My Commission Exp

My Commission Expires: <u>September</u> 15, 1992



GRANTEE City of Oregon City 320 Warner Milne Road Oregon City, OR 97045 GRANTOR Helen Best 1650 S. Short Avenue Oregon City, OR 97045

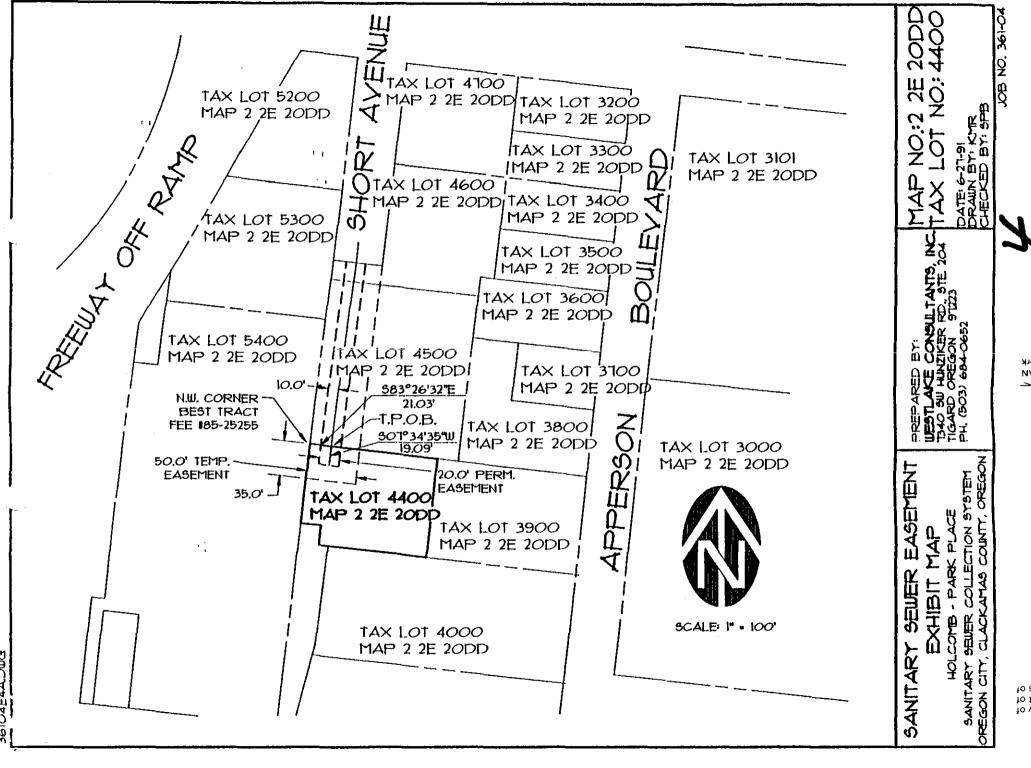
Accepted on behalf of the City of Oregon City on the condition that the easement granted is free and clear from taxes, liens and encumbrances.

Mayor

City Recorder

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





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