

CITY OF OREGON CITY

INCORPORATED 1844

COMMISSION REPORT

TO THE HONORABLE MAYOR AND COMMISSIONERS

FOR AGENDA

DATED
April 5, 1995

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Page

Subject: Liquor License Application -
Carter's Service Stations, Inc.
dba: Hilltop Chevron, 860 Molalla Avenue -
New Outlet

Repo : No. 95-38

At a Special meeting of the City Commission held March 28, 1983, Commission Policy 1-7 entitled, "Approval of Liquor License Renewals" was adopted. Commission Policy 1-7 states as follows:

"The Mayor is authorized to approve all liquor license renewals if these renewals are approved and recommended by the Fire and Police Departments. The approval by the Mayor can be made without City Commission authorization. However, all new liquor licenses shall be submitted to the City Commission for consideration."

On the December 21, 1994 agenda is an application (copy attached) for an OLCC liquor license (copy attached) for a New Outlet for Carter's Service Stations, Inc. dba: Hilltop Chevron, 860 Molalla Avenue for the package sale of beer and wine for Ronald Roy and Karen Lynn Carter, 15381 SE Hartnell Avenue, Milwaukie. The application has been reviewed by Police and Fire Departments and revealed no adverse information that would warrant denial of the application (see attached Police Department Memorandum).

Based upon the information provided, it is recommended that the application be approved with the attached conditions.

CHARLES LEESON
City Manager

jke
Attach.
cc:

Police Chief
Fire Chief
Ronald/Karen Carter, 15381 SE Hartnell Avenue, Milw.

APPLICATION

STATE OF OREGON
OREGON LIQUOR CONTROL COMMISSION

Return To:

GENERAL INFORMATION

A non-refundable processing fee is assessed when you submit this completed form to the Commission (except for Druggist and Health Care Facility Licenses). The filing of this application does not commit the Commission to the granting of the license for which you are applying nor does it permit you to operate the business named below.

(THIS SPACE IS FOR OLCC OFFICE USE)	(THIS SPACE IS FOR CITY OR COUNTY USE)
<p>Application is being made for:</p> <p> <input type="checkbox"/> DISPENSER, CLASS A <input type="checkbox"/> DISPENSER, CLASS B <input type="checkbox"/> DISPENSER, CLASS C <input checked="" type="checkbox"/> PACKAGE STORE - P <input type="checkbox"/> RESTAURANT <input type="checkbox"/> RETAIL MALT BEVERAGE <input type="checkbox"/> SEASONAL DISPENSER <input type="checkbox"/> WHOLESALE MALT BEVERAGE & WINE <input type="checkbox"/> WINERY </p> <p>OTHER: _____</p> <p>Applic. rec'd 03-03-95; \$12.50 paid. Receipt #1866</p> <p><i>James H. Stover</i></p>	<p>NOTICE TO CITIES AND COUNTIES: Do not consider this application unless it has been stamped and signed at the left by an OLCC representative.</p> <p>THE CITY CLATSOP COUNTY COMMISSION, _____</p> <p>COUNTY OF <u>OREGON CITY</u> (Name of City or County)</p> <p>RECOMMENDS THAT THIS LICENSE BE: GRANTED <u>X</u> DENIED _____</p> <p>DATE _____</p> <p>BY _____ (Signature)</p> <p>TITLE <u>MAYOR</u></p>

CAUTION: If your operation of this business depends on your receiving a liquor license, OLCC cautions you not to purchase, remodel, or start construction until your license is granted.

1. Name of Corporation, Partnership, or Individual Applicants:

- 1) CLATEL'S SEVING STATIONS INC. 2) _____
- 3) _____ 4) _____
- 5) _____ 6) _____

(EACH PERSON LISTED ABOVE MUST FILE AN INDIVIDUAL HISTORY AND A FINANCIAL STATEMENT)

2. Present Trade Name Hi-top Cheesecake

3. New Trade Name _____

4. Premises address 860 Molalla Ave OREGON CITY CLATSOP OR 97125
(Number, Street, Rural Route) (City) (County) (State) (Zip)

5. Business mailing address 10315 N.E. HAWLEY PT OR 97220
(P.O. Box, Number, Street, Rural Route) (City) (State) (Zip)

6. Was premises previously licensed by OLCC? Yes _____ No X Year _____

7. If yes, to whom: _____ Type of license: _____

8. Will you have a manager: Yes _____ No _____ Name _____
(Manager must fill out Individual History)

9. Will anyone else not signing this application share in the ownership or receive a percentage of profits or bonus from the business? Yes _____ No X

10. What is the local governing body where your premises is located? OREGON CITY, CLATSOP
(Name of City or County)

11. OLCC representative making investigation may contact: RONALD R. LARSEN
(Name)
15381 HARTMAN MILWAUKEE OR 655-4284 255-5565
(Address) (Tel No. - home, business, message)

CAUTION: The Administrator of the Oregon Liquor Control Commission must be notified if you are contacted by anybody offering to influence the Commission on your behalf

Applicant(s) Signature
(In case of corporation, duly
authorized officer thereof)

- DATE 2-2-95
- 1) Ronald R. Larsen
- 2) James H. Stover
- 3) _____
- 4) _____
- 5) _____
- 6) _____

OREGON CITY POLICE DEPARTMENT

M E M O R A N D U M

DATE: March 16, 1995

TO: Richard D. Martin-Chief of Police *Richard D. Martin*
FROM: Gordon Huiras-Investigations Commander
SUBJECT: OLCC Application/New Outlet

BUSINESS INVOLVED:

CARTER'S SERVICE STATIONS, INC.
DBA/HILLTOP CHEVRON
860 Molalla Avenue
Oregon City, OR 97045
255-5565
Mailing Add:
10215 NE Halsey
Portland, OR 97220

PROPRIETORS INVOLVED:

CARTER, Ronald Roy
15381 SE Hartnell Avenue
Milwaukie, OR 97267
655-4284
DOB: 06-04-43
SS#542-46-5504
Corporate Officer

CARTER, Karen Lynn
15381 SE Hartnell Avenue
Milwaukie, OR 97267
655-4284
DOB: 06-27-46
SS#541-42-6600
Corporate Secretary/Treasurer

Sir:

On 03-07-95, I received an Oregon Liquor Control Commission Application for a New Outlet at the Hilltop Chevron, 860 Molalla Avenue in Oregon City. The request is for a Package Store License, which is a grocery store license allowing the sale of beer and wine.

HILLTOP CHEVRON
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I first checked Ronald and Karen Carter in the CLASS computer system and found there were no entries for Karen Carter. There is one entry for Ronald Carter, however this is where he is a reporting party of a crime to the Clackamas County Sheriff's Office in 1989.

I checked both Ronald and Karen Carter in the Department of Motor Vehicles files and found that both have valid Oregon Drivers Licenses showing their current address in Milwaukie. Neither of them have any entries on their driving record.

I then checked Ronald and Karen Carter in the LEDS and NCIC computer system. There is no computerized criminal history on either subject nor any outstanding warrants.

I did note that on Ronald Carter's Oregon Liquor Control Commission individual history form he listed he had been arrested for Driving Under the Influence of Intoxicants in Portland in 1970, and received a fine for that offense.

Neither Ronald or Karen Carter have any previous experience in the sale or service of alcoholic liquor.

I also checked both Ronald and Karen Carter in the CBI computer system and found that the information contained in CBI corresponds with the information they provided on their Oregon Liquor Control Commission application.

On 03-09-95, I made telephone contact with Karen Carter at her residence.

Karen Carter told me that she and her husband had owned the Hilltop Chevron station in Oregon City for approximately ten years. She also told me that they own several other Chevron stations in the Portland area. Karen Carter said the Hilltop Chevron had been closed since early 1994 to put in new gasoline storage tanks. She told me that when the tanks were removed they found there was significant contamination of the soil from petroleum products.

HILLTOP CHEVRON
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Karen Carter said it was determined that it was not their tanks that were leaking but previous tanks that had been used at the station. She told me that Chevron was assisting them with the clean up at the site and they would be installing new tanks and pumps within the next month and re-opening the gas station.

Karen Carter told me that they had an agreement with Chevron to put in a small market at the service station. She said that within the next three to four months they would be remodeling the building and putting in a quick stop type market where the service bays now exist. Karen Carter told me that the license application was so they could sell beer and wine from the market.

No adverse information was developed during this investigation that would warrant denial of this license application.

Respectfully



Gordon Huiras
Investigations Cmdr.



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Subject: HOPP Final Assessment Changes -
Resolution No. 95-14

Report No. 95-39

At its August 17, 1994 meeting, the City Commission adopted Resolution No. 94-39 which contained the final assessment roll for the Park Place (HOPP) Sanitary Sewer Local Improvement District. On September 2, 1994, the City was served with a Writ of Review and Notice of Stay as filed by legal counsel for Lawrence and Jean Mura. As a result of the Writ of Review settlement, the City reviewed the assessment roll and found grounds for revising the assessment for three of the properties in the district.

On the April 5, 1995 agenda is proposed Resolution No. 95-14 (copy attached) which contains changes to the affected properties.

Based upon the need for the changes, it is recommended that Resolution No. 95-14 be approved.

CHARLES LEESON
City Manager

jke
Attach.
cc:

Neal Robinson, Project Engineer

RESOLUTION NO. 95-14

A RESOLUTION AMENDING RESOLUTION NO. 94-39, ASSESSMENT ROLL FOR THE PARK PLACE (HOPP) SANITARY SEWER LOCAL IMPROVEMENT DISTRICT AND DIRECTING THAT NOTICE BE PROVIDED

OREGON CITY MAKES THE FOLLOWING FINDINGS:

WHEREAS, the City Commission adopted Resolution No. 94-39 on August 17, 1994 authorizing the assessments for properties contained within the Park Place (HOPP) Sanitary Sewer LID; and

WHEREAS, the assessment was challenged through a writ of review proceeding in Clackamas County Circuit in Mura v. Oregon, Case No. 94-9-023; and

WHEREAS, after the settlement of the dispute in Mura v. Oregon City, the City has reviewed the assessment roll for the HOPP LID and found grounds for revising the assessment for three of the properties in the district as follows:

Property No. 1:

Owner:	Lawrence and Jean Mura
Map/Tax Lot:	2-2E-21C/1402
EDU change:	22 to 17
Assessment change:	\$97,420.31 to \$72,134.49
Reason:	Writ of Review settlement, advance finance for development above 17 EDU

Property No. 2:

Former Owner:	Wright
Present Owner:	Eells
Map/Tax Lot:	2-2E-21CD/300
EDU Change:	4 to 3
Assessment Change:	\$16,737.53 to \$12,553.15
Reason:	Original proposed sewer development for this lot with two adjacent lots indicated four services to the lot for future connection. Zoning will only allow partition to create three lots.

Property No. 3:

Owner	Nera
Map/Tax Lot:	2-2E-28BB/1401
EDU Change:	No change
Assessment Change:	\$5,184.38 to \$4,184.38
Reason:	Property has a \$1,000 credit for installation of a grinder pump.

WHEREAS, based upon the above-stated reasons, the assessment for each of these properties should be revised to reflect a more equitable distribution of liability for the total costs of the HOPP LID sewer project.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of Oregon City, Oregon, that the sewer assessment for the following properties within the HOPP LID shall be changed, based on the above-stated reasons, from that reflected in Resolution No. 94-39 as follows:

Property No. 1:

Owner:	Lawrence and Jean Mura
Map/Tax Lot:	2-2E-21C/1402
EDU:	17
Assessment:	\$72,134.49

Property No. 2:

Owner:	Eells
Map/Tax Lot:	2-2E-21CD/300
EDU Change:	3
Assessment:	\$12,553.15

Property No. 3:

Owner	Edgardo P. Nera
Map/Tax Lot:	2-2E-28BB/1401
EDU Change:	1
Assessment Change:	\$4,184.38

and,

BE IT FURTHER RESOLVED that in all other respects the assessment roll adopted in Resolution No. 94-39, be, and the same hereby is, confirmed, the amount previously assessed remaining in effect without change.

Adopted, signed and approved this 5th day of April, 1995.

Mayor

Commissioner

Commissioner

Commissioner

Commissioner

Comprising the City Commission
of Oregon City, Oregon

RESOLUTION NO. 95-14



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Subject: Mutual Aid Agreement with
All Fire Agencies in Clackamas County -
Resolution No. 95-15

Report No. 95-40

At its January 18, 1995 meeting, the City Commission adopted Resolution No. 95-2 which contained Automatic Mutual Response Agreements with the West Linn and Gladstone Fire Departments and Clackamas County Fire District No. 1.

On the April 5, 1995 agenda is proposed Resolution No. 95-15 (copy attached) which contains a Clackamas District Fire Defense Board Mutual Aid Agreement for several fire districts in Clackamas County. This new Mutual Aid Agreement reflects consolidations and mergers that have occurred and contains some minor housekeeping measures that clarify the intent of the document.

This Mutual Aid Agreement compliments the Automatic Aid Agreements the Commission approved on January 18, 1995. Automatic Aid provides the initial resources that are needed at an emergency which the Mutual Aid Agreement provides any additional resources that the commanding officer may need after an assessment of the emergency has been made.

It is recommended that the Commission adopt Resolution No. 95-15 which authorizes the Fire Chief to enter into the Mutual Aid Agreement on behalf of the City.

CHARLES LEESON
City Manager

jke
Attach.
cc:

Fire Chief

RESOLUTION NO. 95-15

A RESOLUTION AUTHORIZING THE FIRE CHIEF TO ENTER INTO MUTUAL AID AGREEMENTS WITH ALL OTHER FIRE AGENCIES IN CLACKAMAS COUNTY

WHEREAS, on January 18, 1995, the City Commission entered into Automatic Mutual Response Agreements with West Linn, Gladstone and Clackamas County Fire District No. 1; and

WHEREAS, it is mutually beneficial from both a fire safety and economic basis to enter into MUTUAL AID AGREEMENTS between the City of Oregon City and all other fire agencies in Clackamas County. Said agreement attached and made a part of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of Oregon City, Oregon, that the Fire Chief is authorized to execute said agreement on behalf of the City of Oregon City.

Adopted, signed and approved this 5th day of April, 1995.

Mayor

Commissioner

Commissioner

Commissioner

Commissioner

Comprising the City Commission
of Oregon City, Oregon

CLACKAMAS DISTRICT FIRE DEFENSE BOARD MUTUAL AID AGREEMENT

1. INTRODUCTION

This agreement shall be known as the 1995 Mutual Aid Agreement and shall supersede all previous agreements. As stated below, the 1995 Mutual Aid Agreement has been adopted by resolution of the participating agencies for the purpose of securing to each the benefits of mutual aid in performing the functions normally requested of a fire department in protecting life and property from fire and other natural or man-made emergencies.

This agreement shall not be construed to apply to automatic aid agreements which may be entered into under separate agreement on a jurisdiction by jurisdiction basis.

2. AUTHORITY

This Agreement is established under the authority granted to the parties by their respective charters and/or Oregon Revised Statutes (ORS), to enter into written agreements with any other governmental units for the performance of any and all functions and activities that the parties to the agreement have authority to perform. Additionally, ORS Chapter 453, 476 and 401 authorize the State Fire Marshal and the Director of the Emergency Management Agency to develop comprehensive state-wide plans for the protection of life and property during disasters. This Agreement is intended to be consistent with, and supportive of, such state and national contingency plans.

3. SCOPE OF AGREEMENT

This Agreement, in conformance with the Oregon Fire Service Plan as adopted by the State Fire Marshal, shall include the following type of assistance, and operating terms and conditions:

A. OPERATION OF THE FIRE DEFENSE BOARD. The member agencies of the Clackamas District Fire Defense Board agree to the conditions that follow in preparation for large scale emergencies, or simultaneous emergencies, requiring the utilization of multi-jurisdictional forces for containment, suppression, or mitigation.

1. The Clackamas District Fire Defense Board shall function as an active body under bylaws and rules as are necessary and adopted by it. It shall select a Fire Defense Chief for taking official action under the terms of the Oregon Fire Service Plan.

2. The Fire Defense Chief, or any member of the Fire Defense Board assuming the duties of the Fire Defense Chief, may also be called upon to staff the Clackamas County emergency Operation Center to represent fire jurisdiction interests in incident mitigation.

3. The Fire Defense Chief, or any member of the Fire Defense Board assuming the duties of the Fire Defense Chief, may direct the resources of any member of the Clackamas Fire Defense District for incident mitigation anywhere in the County, or as empowered by the Oregon State Fire Marshal's Office for non-county incidents.

4. The Fire Defense Chief, or any member of the Fire Defense Board assuming the duties of the Fire Defense Chief, has the authority to prioritize incidents

in the event of a regional incident or simultaneous multiple incidents within the County. Nothing in this agreement shall abridge the right of a local jurisdiction to limit the movement of its resources beyond its boundaries so that at all times a reasonable level of protection is maintained within its boundaries.

B. MUTUAL AID. Each of the parties hereto shall furnish to the other party such assistance as may be deemed necessary by the person in charge of the incident or in command of personnel and equipment at an incident in the jurisdiction where such incident occurs.

1. Provided, however, that this agreement shall only apply within the jurisdiction of the participating political subdivision. Only such personnel and equipment shall be dispatched to assist as, in the opinion of the fire chief providing assistance, may be spared without unreasonably reducing the level of protection within his/her jurisdiction.

2. Any such assistance shall be dispatched promptly, provided however that, except in extraordinary circumstances, the representative having jurisdictional authority has arrived at the emergency scene prior to making the request and has determined the need for additional assistance, or that the entire fire resources of the jurisdiction have been committed to a previous emergency situation.

3. The parties hereto agree through their respective departments to cooperate in setting up a move-up or dispatching system in order to provide a quick and adequate response of personnel and equipment as the situation warrants.

4. Subject to Paragraph No. 3(b)(1), minimum requirements of personnel and equipment available for assistance pursuant to this agreement shall

generally comply with the Oregon Fire Service Plan. Other personnel and equipment minimums may be fixed by action of the Fire Defense Board. Agency fire chiefs shall provide their counterparts with written notice of any major changes in the availability of personnel and equipment.

5. Failure to keep these minimum requirements by any party shall be the basis for immediate cancellation of such non-conforming member's rights under this agreement. Such cancellation shall be effected by the action of a simple majority of the parties of this agreement. The non-conforming member shall be granted the right to appear before the Fire Defense Board for the purpose of presenting its case before such action may be taken by the Board. Ten working day written notice of any such hearing mailed to the non-conforming party shall be deemed adequate.

C. **SUPERVISION.** When personnel and/or equipment are furnished upon call pursuant to this agreement, the person in charge of fire suppression or incident command, in the jurisdiction where such incident occurs, shall have supervision over the personnel and equipment furnished during the time when a fire or incident is being fought and/or controlled.

D. **EMERGENCY CONFLAGRATION ACT OR HAZARDOUS MATERIALS RESPONSE.** It is further agreed that aid and assistance given under order of the Administrator of the State Emergency Management Division in the event of the emergency proclamation by the Governor, or under the "Emergency Conflagration Act"; or response to hazardous material incident pursuant to the terms of a contract with the Office of the Oregon State Fire Marshal and in conformance with administrative rules regarding hazardous materials response promulgated by the Office

of the Oregon State Fire Marshal and the State of Oregon shall not be governed by this agreement. Implementation of such aid and assistance shall conform to the Oregon Fire Service Plan, as published by the State Fire Marshal.

3. WAIVERS, INDEMNIFICATION AND WORKERS' COMPENSATION

A. GENERAL WAIVER. Each party waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring to personnel or equipment as a consequence of the performance of this agreement.

B. HOLD HARMLESS. The party responding to a request for assistance under the terms of this agreement shall save and hold harmless the requesting party from, and indemnify the requesting party against, any and all third party liability for or on account of any death or injury to person, or damage to property arising out of any action by the personnel of the responding party taken pursuant to the provisions of this agreement. Each party hereto agrees to obtain liability insurance covering its activities assumed under this agreement, to the minimum dollar amounts provided by ORS 30.270(1).

C. WORKERS' COMPENSATION. Each party to this Agreement shall provide workers' compensation insurance coverage, self-insured coverage, or their equivalent to each of its regular employees, and recognizes that although over all incident command supervision will usually be provided by the jurisdiction in which an incident occurs, supervision of individual employees will be provided by their regular supervisors. The intent of this provision is to prevent the creation of "special employer" relationships under Oregon Worker Compensation Law.

4. REFUSALS TO PERFORM

Nothing in this agreement shall be construed to prevent the chief or commanding officer of the fire fighting personnel and equipment of the party rendering assistance from refusing, in the exercise of his/her best judgment and discretion, to commit personnel or equipment to a position in which danger of loss of life or equipment exists. The commanding officer of the party furnishing aid on duty at the scene of the incident shall be the sole judge of the extent and imminence of such danger.

5. TERMINATION

It is agreed that any party hereto may terminate this agreement at any time by giving thirty (30) days notice in writing of the intention to do so to the other party, such notice being sent to the governing body of the party and a copy thereof to the chief of the department for the party notified.

6. COST RECOVERY

No party to this agreement shall be reimbursed by any other party to this agreement for any cost incurred in the performance of this agreement unless otherwise agreed upon.

7. EXECUTION OF AGREEMENT

This agreement shall be adopted by resolution of the governing body and signed by the Fire Chief of each participating agency. There will be two original documents executed of this agreement, one each to be continually located and held in perpetual escrow by the office of the District Fire Defense Chief, and the office of the District Fire Defense Board Secretary.

It being the intention to avoid numerous signing of original documents, photocopies of original documents will be prepared and delivered to each organization concerned herewith upon execution of said original documents.

8. TERM OF AGREEMENT

This agreement shall be effective and continue in full force and effect until execution of a successor agreement.

AGENCY	FIRE CHIEF SIGNATURE	RESOLUTION & DATE
Boring Fire District #59		
Canby Fire District		
Clackamas Fire Dist. #1		
Clarkes Fire District #68		
Colton Fire District		
Estacada Fire District		
Gladstone Fire Dept.		
Hoodland Fire District		
Lake Oswego Fire Dept.		
Milwaukie Fire Dept.		
Molalla Fire District		
Oak Lodge Fire Dist. #51		
Oregon City Fire Dept.		
Oregon Dept. of Forestry		
Sandy Fire District #72		
Tualatin Valley F and R		
West Linn Fire Dept.		



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Subject: Morton Road Sewer LID
Bid Results and Contract Award

Report No. 95-41

On the April 5th agenda is a contract award for the Morton Road Sanitary Sewer installation. This project serves a Local Improvement District and an Advanced Finance District.

On March 28th, 1995, bids were opened for the subject project. There were 8 bids received with bids ranging from \$190,659.45 to \$315,892.00. The Engineer's Estimate for the project is \$195,375.00. K & R Plumbing Construction Co., Inc. submitted the low bid, with the required bid bond. K & R Plumbing Construction Co. has done this type of work in the Oregon City area for approximately 20 years, and is a reliable firm.

It is recommended that the City Commission award the contract for the Morton Road Sanitary Sewer construction project to K & R Plumbing Construction Company, Inc. with the restriction that no contract be signed until a completed Oregon Department of Transportation crossing permit is received, and that the City Commission authorize the Mayor and City Recorder to execute the same.

CHARLES LEESON
City Manager

- cc
- Rich Carson, Development Services Director
 - Dave Wimmer, Finance Director
 - Thomas Tye, Compass Engineering, 6564 SE Lake Road, Milwaukie, Oregon, 97222
 - K & R Plumbing Construction Co., Inc., 14463 SE 152nd Drive, Clackamas Oregon 97015

Project No.	ITEM	ESTIMATE QUANTITY Qty / Unit	PROPOSED ESTIMATE		CONTRACTANT HARRY MCHUGH R & R Plumbing		CONTRACTANT CANNON ENGINEERING		No. of Bidders #9 02		CONTRACTANT LAWSON CONSTRUCTION		CONTRACTANT DAVIDSON UTILITIES		CONTRACTANT SANDY CONSTRUCTION		CONTRACTANT MARSHALL CONSTRUCTION		BID Opening Date: May 18, 1997			
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
1	Clearing	1 L.S.		\$0.00	\$7,600.00	\$7,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
2	Grub	1 L.S.		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
3	Mobilize Fee	1 L.S.		\$0.00	\$3,750.00	\$3,750.00	\$18,800.00	\$18,800.00	\$4,000.00	\$4,000.00	\$8,000.00	\$8,000.00	\$11,600.00	\$11,600.00	\$4,000.00	\$4,000.00	\$11,800.00	\$11,800.00	\$4,000.00	\$4,000.00		
4	Erosion control - 6ft fence	1,000 L.F.		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00	\$1,000.00	\$0.00	\$0.00	\$1.70	\$1,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.71	\$1,710.00	
5	Erosion Control - seeding	2,000 S.V.		\$0.00	\$0.78	\$1,600.00	\$1.86	\$3,720.00	\$1.86	\$3,720.00	\$1.84	\$3,680.00	\$0.00	\$0.00	\$1.78	\$3,560.00	\$1.00	\$2,000.00	\$0.00	\$0.00	\$1.00	\$2,000.00
6	Erosion Control - Blanket	1,000 S.V.		\$0.00	\$0.80	\$800.00	\$3.20	\$3,200.00	\$3.00	\$3,000.00	\$1.00	\$1,000.00	\$1.00	\$1,000.00	\$0.00	\$0.00	\$1.00	\$1,000.00	\$1.00	\$1,000.00	\$1.00	\$1,000.00
7	Standard Marshholes	11 Each		\$0.00	\$1,800.00	\$23,800.00	\$1,750.00	\$19,250.00	\$8,800.00	\$88,000.00	\$1,820.00	\$19,820.00	\$1,800.00	\$19,800.00	\$1,800.00	\$19,800.00	\$1,400.00	\$15,400.00	\$8,700.00	\$95,700.00	\$1,987.00	\$21,857.00
8	Outside Drop Marshhole	1 Each		\$0.00	\$1,250.00	\$1,250.00	\$2,350.00	\$2,350.00	\$300.00	\$300.00	\$3,500.00	\$3,500.00	\$2,800.00	\$2,800.00	\$2,400.00	\$2,400.00	\$2,000.00	\$2,000.00	\$8,500.00	\$8,500.00	\$2,900.00	\$2,900.00
9	8-inch PVC with select 0-10 foot depth	1,800 L.F.		\$0.00	\$64.70	\$136,460.00	\$64.70	\$116,800.00	\$64.00	\$115,200.00	\$64.00	\$115,200.00	\$64.00	\$115,200.00	\$64.00	\$115,200.00	\$64.00	\$115,200.00	\$64.00	\$115,200.00	\$64.70	\$116,460.00
10	8-inch PVC with select 10-12 foot depth	400 L.F.		\$0.00	\$31.60	\$12,640.00	\$30.16	\$12,064.00	\$30.00	\$12,000.00	\$30.00	\$12,000.00	\$30.00	\$12,000.00	\$30.00	\$12,000.00	\$30.00	\$12,000.00	\$30.00	\$12,000.00	\$31.60	\$12,640.00
11	8-inch PVC with select 12-14 foot depth	160 L.F.		\$0.00	\$44.36	\$7,100.00	\$43.36	\$6,938.00	\$43.00	\$6,880.00	\$43.00	\$6,880.00	\$43.00	\$6,880.00	\$43.00	\$6,880.00	\$43.00	\$6,880.00	\$43.00	\$6,880.00	\$44.36	\$7,100.00
12	8-inch PVC with native 0-10 foot depth	670 L.F.		\$0.00	\$18.80	\$12,606.00	\$18.08	\$12,073.60	\$18.00	\$12,060.00	\$18.00	\$12,060.00	\$18.00	\$12,060.00	\$18.00	\$12,060.00	\$18.00	\$12,060.00	\$18.00	\$12,060.00	\$18.80	\$12,606.00
13	8-inch PVC with native 10-12 foot depth	40 L.F.		\$0.00	\$80.00	\$3,200.00	\$78.24	\$3,130.00	\$78.00	\$3,120.00	\$78.00	\$3,120.00	\$78.00	\$3,120.00	\$78.00	\$3,120.00	\$78.00	\$3,120.00	\$78.00	\$3,120.00	\$80.00	\$3,200.00
14	8-inch PVC with native 12-14 foot depth	20 L.F.		\$0.00	\$88.00	\$1,760.00	\$80.76	\$1,615.20	\$80.00	\$1,600.00	\$80.00	\$1,600.00	\$80.00	\$1,600.00	\$80.00	\$1,600.00	\$80.00	\$1,600.00	\$80.00	\$1,600.00	\$88.00	\$1,760.00
15	8-inch DIP with Select	20 L.F.		\$1.00	\$20.00	\$1,200.00	\$3.00	\$60.00	\$1,200.00	\$1,200.00	\$2,400.00	\$70.00	\$1,400.00	\$2.00	\$40.00	\$4.00	\$80.00	\$4.00	\$80.00	\$3.00	\$60.00	
16	8-inch DIP with Native	20 L.F.		\$0.00	\$33.00	\$660.00	\$30.00	\$600.00	\$30.00	\$600.00	\$30.00	\$600.00	\$30.00	\$600.00	\$30.00	\$600.00	\$30.00	\$600.00	\$30.00	\$600.00	\$33.00	\$660.00
17	4-inch service complete tee & plug	220 L.F.		\$0.00	\$17.75	\$3,912.50	\$18.75	\$4,125.00	\$18.00	\$3,960.00	\$18.00	\$3,960.00	\$18.00	\$3,960.00	\$18.00	\$3,960.00	\$18.00	\$3,960.00	\$18.00	\$3,960.00	\$17.75	\$3,912.50
18	34-inch casing bury complete	70 L.F.		\$0.00	\$800.00	\$56,000.00	\$800.00	\$56,000.00	\$800.00	\$56,000.00	\$800.00	\$56,000.00	\$800.00	\$56,000.00	\$800.00	\$56,000.00	\$800.00	\$56,000.00	\$800.00	\$56,000.00	\$800.00	\$56,000.00
19	Install DIP in casing	70 L.F.		\$0.00	\$44.00	\$3,080.00	\$80.00	\$5,600.00	\$80.00	\$5,600.00	\$33.00	\$2,310.00	\$80.00	\$5,600.00	\$80.00	\$5,600.00	\$80.00	\$5,600.00	\$80.00	\$5,600.00	\$44.00	\$3,080.00
20	Anchor Wall	8 Each		\$0.00	\$200.00	\$1,600.00	\$1.00	\$8.00	\$8.00	\$8.00	\$1.00	\$8.00	\$200.00	\$1,600.00	\$200.00	\$1,600.00	\$200.00	\$1,600.00	\$200.00	\$1,600.00	\$1.00	\$8.00
21	Remove and replace AC	178 S.V.		\$0.00	\$36.00	\$6,408.00	\$18.00	\$3,204.00	\$4.00	\$7,120.00	\$4.00	\$7,120.00	\$17.00	\$3,026.00	\$4.00	\$7,120.00	\$4.00	\$7,120.00	\$4.00	\$7,120.00	\$36.00	\$6,408.00
22	Traffic Control	1 L.S.		\$0.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$1,000.00	\$1,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$1,000.00	\$1,000.00	\$8,000.00	\$8,000.00	\$1,000.00	\$1,000.00	\$8,000.00	\$8,000.00	
23	Phase 2/4 - 6 gravel Repair Harriet Ave	20 S.V.		\$0.00	\$80.00	\$1,600.00	\$1.00	\$20.00	\$20.00	\$20.00	\$1.00	\$20.00	\$80.00	\$1,600.00	\$1.00	\$20.00	\$20.00	\$20.00	\$1.00	\$20.00	\$80.00	\$1,600.00
24	Phase 1 - 6 gravel (Access)	20 S.V.		\$0.00	\$64.00	\$1,280.00	\$1.00	\$20.00	\$20.00	\$20.00	\$1.00	\$20.00	\$80.00	\$1,600.00	\$1.00	\$20.00	\$20.00	\$20.00	\$1.00	\$20.00	\$80.00	\$1,600.00
25	Phase 2 - 6 gravel entrance	1 L.S.		\$0.00	\$1,000.00	\$1,000.00	\$1,180.00	\$1,180.00	\$300.00	\$300.00	\$800.00	\$800.00	\$700.00	\$700.00	\$430.00	\$430.00	\$1,700.00	\$1,700.00	\$300.00	\$300.00	\$430.00	\$430.00
26	Asphalt Emulsion	100 S.V.		\$0.00	\$70.00	\$7,000.00	\$70.00	\$7,000.00	\$70.00	\$7,000.00	\$70.00	\$7,000.00	\$70.00	\$7,000.00	\$70.00	\$7,000.00	\$70.00	\$7,000.00	\$70.00	\$7,000.00	\$70.00	\$7,000.00
TOTAL PROJECTED				\$0.00	\$225,225.25	\$225,225.25	\$225,225.25	\$225,225.25	\$225,225.25	\$225,225.25	\$225,225.25	\$225,225.25	\$225,225.25	\$225,225.25	\$225,225.25	\$225,225.25	\$225,225.25	\$225,225.25	\$225,225.25	\$225,225.25	\$225,225.25	

The map illustrates the Advance Finance District in Portland, Oregon, with various property boundaries and owner names. Key features include:

- L.I.D. BOUNDARY:** A dashed line separating the district from the surrounding area.
- ADVANCE FINANCE DISTRICT BOUNDARY:** A solid line defining the district's extent.
- Proposed Sewer:** A line indicating the planned sewer route, running diagonally from the top right towards the bottom left.
- Property Owners and Lots:**
 - Mountain Park Care Facility, Inc. (Lots 100, 101)
 - Bean (Lots 300, 301, 302, 304)
 - Staats/Bean
 - Aaron (Lot 5000)
 - Kloor (Lot 500)
 - Reed
- Streets and Infrastructure:**
 - NEWELL CREEK TRUNK
 - OREGON CITY BY-PASS
 - Various local streets including 1ST, 2ND, 3RD, 4TH, 5TH, 6TH, 7TH, 8TH, 9TH, 10TH, 11TH, 12TH, 13TH, 14TH, 15TH, 16TH, 17TH, 18TH, 19TH, 20TH, 21ST, 22ND, 23RD, 24TH, 25TH, 26TH, 27TH, 28TH, 29TH, 30TH, 31ST, 32ND, 33RD, 34TH, 35TH, 36TH, 37TH, 38TH, 39TH, 40TH, 41ST, 42ND, 43RD, 44TH, 45TH, 46TH, 47TH, 48TH, 49TH, 50TH, 51ST, 52ND, 53RD, 54TH, 55TH, 56TH, 57TH, 58TH, 59TH, 60TH, 61ST, 62ND, 63RD, 64TH, 65TH, 66TH, 67TH, 68TH, 69TH, 70TH, 71ST, 72ND, 73RD, 74TH, 75TH, 76TH, 77TH, 78TH, 79TH, 80TH, 81ST, 82ND, 83RD, 84TH, 85TH, 86TH, 87TH, 88TH, 89TH, 90TH, 91ST, 92ND, 93RD, 94TH, 95TH, 96TH, 97TH, 98TH, 99TH, 100TH, 101ST, 102ND, 103RD, 104TH, 105TH, 106TH, 107TH, 108TH, 109TH, 110TH, 111ST, 112ND, 113RD, 114TH, 115TH, 116TH, 117TH, 118TH, 119TH, 120TH, 121ST, 122ND, 123RD, 124TH, 125TH, 126TH, 127TH, 128TH, 129TH, 130TH, 131ST, 132ND, 133RD, 134TH, 135TH, 136TH, 137TH, 138TH, 139TH, 140TH, 141ST, 142ND, 143RD, 144TH, 145TH, 146TH, 147TH, 148TH, 149TH, 150TH, 151ST, 152ND, 153RD, 154TH, 155TH, 156TH, 157TH, 158TH, 159TH, 160TH, 161ST, 162ND, 163RD, 164TH, 165TH, 166TH, 167TH, 168TH, 169TH, 170TH, 171ST, 172ND, 173RD, 174TH, 175TH, 176TH, 177TH, 178TH, 179TH, 180TH, 181ST, 182ND, 183RD, 184TH, 185TH, 186TH, 187TH, 188TH, 189TH, 190TH, 191ST, 192ND, 193RD, 194TH, 195TH, 196TH, 197TH, 198TH, 199TH, 200TH, 201ST, 202ND, 203RD, 204TH, 205TH, 206TH, 207TH, 208TH, 209TH, 210TH, 211ST, 212ND, 213RD, 214TH, 215TH, 216TH, 217TH, 218TH, 219TH, 220TH, 221ST, 222ND, 223RD, 224TH, 225TH, 226TH, 227TH, 228TH, 229TH, 230TH, 231ST, 232ND, 233RD, 234TH, 235TH, 236TH, 237TH, 238TH, 239TH, 240TH, 241ST, 242ND, 243RD, 244TH, 245TH, 246TH, 247TH, 248TH, 249TH, 250TH, 251ST, 252ND, 253RD, 254TH, 255TH, 256TH, 257TH, 258TH, 259TH, 260TH, 261ST, 262ND, 263RD, 264TH, 265TH, 266TH, 267TH, 268TH, 269TH, 270TH, 271ST, 272ND, 273RD, 274TH, 275TH, 276TH, 277TH, 278TH, 279TH, 280TH, 281ST, 282ND, 283RD, 284TH, 285TH, 286TH, 287TH, 288TH, 289TH, 290TH, 291ST, 292ND, 293RD, 294TH, 295TH, 296TH, 297TH, 298TH, 299TH, 300TH, 301ST, 302ND, 303RD, 304TH, 305TH, 306TH, 307TH, 308TH, 309TH, 310TH, 311ST, 312ND, 313RD, 314TH, 315TH, 316TH, 317TH, 318TH, 319TH, 320TH, 321ST, 322ND, 323RD, 324TH, 325TH, 326TH, 327TH, 328TH, 329TH, 330TH, 331ST, 332ND, 333RD, 334TH, 335TH, 336TH, 337TH, 338TH, 339TH, 340TH, 341ST, 342ND, 343RD, 344TH, 345TH, 346TH, 347TH, 348TH, 349TH, 350TH, 351ST, 352ND, 353RD, 354TH, 355TH, 356TH, 357TH, 358TH, 359TH, 360TH, 361ST, 362ND, 363RD, 364TH, 365TH, 366TH, 367TH, 368TH, 369TH, 370TH, 371ST, 372ND, 373RD, 374TH, 375TH, 376TH, 377TH, 378TH, 379TH, 380TH, 381ST, 382ND, 383RD, 384TH, 385TH, 386TH, 387TH, 388TH, 389TH, 390TH, 391ST, 392ND, 393RD, 394TH, 395TH, 396TH, 397TH, 398TH, 399TH, 400TH, 401ST, 402ND, 403RD, 404TH, 405TH, 406TH, 407TH, 408TH, 409TH, 410TH, 411ST, 412ND, 413RD, 414TH, 415TH, 416TH, 417TH, 418TH, 419TH, 420TH, 421ST, 422ND, 423RD, 424TH, 425TH, 426TH, 427TH, 428TH, 429TH, 430TH, 431ST, 432ND, 433RD, 434TH, 435TH, 436TH, 437TH, 438TH, 439TH, 440TH, 441ST, 442ND, 443RD, 444TH, 445TH, 446TH, 447TH, 448TH, 449TH, 450TH, 451ST, 452ND, 453RD, 454TH, 455TH, 456TH, 457TH, 458TH, 459TH, 460TH, 461ST, 462ND, 463RD, 464TH, 465TH, 466TH, 467TH, 468TH, 469TH, 470TH, 471ST, 472ND, 473RD, 474TH, 475TH, 476TH, 477TH, 478TH, 479TH, 480TH, 481ST, 482ND, 483RD, 484TH, 485TH, 486TH, 487TH, 488TH, 489TH, 490TH, 491ST, 492ND, 493RD, 494TH, 495TH, 496TH, 497TH, 498TH, 499TH, 500TH, 501ST, 502ND, 503RD, 504TH, 505TH, 506TH, 507TH, 508TH, 509TH, 510TH, 511ST, 512ND, 513RD, 514TH, 515TH, 516TH, 517TH, 518TH, 519TH, 520TH, 521ST, 522ND, 523RD, 524TH, 525TH, 526TH, 527TH, 528TH, 529TH, 530TH, 531ST, 532ND, 533RD, 534TH, 535TH, 536TH, 537TH, 538TH, 539TH, 540TH, 541ST, 542ND, 543RD, 544TH, 545TH, 546TH, 547TH, 548TH, 549TH, 550TH, 551ST, 552ND, 553RD, 554TH, 555TH, 556TH, 557TH, 558TH, 559TH, 560TH, 561ST, 562ND, 563RD, 564TH, 565TH, 566TH, 567TH, 568TH, 569TH, 570TH, 571ST, 572ND, 573RD, 574TH, 575TH, 576TH, 577TH, 578TH, 579TH, 580TH, 581ST, 582ND, 583RD, 584TH, 585TH, 586TH, 587TH, 588TH, 589TH, 590TH, 591ST, 592ND, 593RD, 594TH, 595TH, 596TH, 597TH, 598TH, 599TH, 600TH, 601ST, 602ND, 603RD, 604TH, 605TH, 606TH, 607TH, 608TH, 609TH, 610TH, 611ST, 612ND, 613RD, 614TH, 615TH, 616TH, 617TH, 618TH, 619TH, 620TH, 621ST, 622ND, 623RD, 624TH, 625TH, 626TH, 627TH, 628TH, 629TH, 630TH, 631ST, 632ND, 633RD,

ADVANCE FINANCE DISTRICT BOUNDARY



CITY OF OREGON CITY

INCORPORATED 1844

COMMISSION REPORT

TO THE HONORABLE MAYOR AND COMMISSIONERS

FOR AGENDA

DATED

April 5, 1995

Page

1 of 1

Subject: Initiation of Vacation Proceeding for
An Easement between Lots 35 and 36 in
the Plat of Ainsworth Estates, Phase I -
Resolution No. 95-16

Report No. 95-42

On the April 5, 1995 agenda is a request for the vacation of a utility easement between Lots 35 and 36 in the plat of Ainsworth Estates, Phase I, submitted by Cheryl and Craig Ostergren. The vacation of the easement is needed to allow for the two lots to be consolidated for the purpose of constructing a house.

Attached is Resolution No. 95-16, setting a date and time for the public hearing for 8:00 p.m. on April 19, 1995.

CHARLES LEESON
City Manager

attach.

cc - Rich Carson, Director, Community Development
- Denyse McGriff, Principal Planner
- Petitioners (2)

RESOLUTION NO. 95-16

A RESOLUTION INITIATING VACATION OF AN EASEMENT BETWEEN LOTS 35 AND 36,
AINSWORTH ESTATES, PHASE I

WHEREAS, it is the intention of the City Commission of Oregon City, Oregon as the governing body of said incorporated City, that proceedings should be undertaken for the vacation of an easement within the corporate limits of said City hereinafter described pursuant to ORS 271.080 to and including ORS 271.230;

NOW, THEREFORE BE IT RESOLVED by the City Commission of Oregon City that proceedings be and hereby are initiated upon its own motion for the vacation hereinafter described. The City Recorder is hereby directed to cause notice to be given as provided by law for such vacation. Wednesday, April 19, 1995, at the hour of 8:00 p.m. in the Commission Meeting Room at City Hall, 320 Warner-Milne Road, Oregon City, Oregon, is hereby fixed as the time and place for the hearing of any and all objections or claims concerning said vacation.

The proposed vacation is the easement between Lot 35 and Lot 36 in Ainsworth Estates, Phase I, described as follows:

A parcel of land located in the S. S. White Donation Land Claim No. 41 in the Northeast Quarter of Section 7, T3S, R2E, Willamette Meridian, City of Oregon City, Clackamas County, further described as follows:

Beginning at the most Northerly corner of Lot 36 as platted and commencing South 42° 06' 20" West a distance of 100.00 feet, THENCE Southerly on a convex arc radius 20.00', Delta 90° 00' 00", arc 31.42 feet, chord 28.28' South 02° 53' 40" East, THENCE South 47° 53' 40" East a distance of 75 feet; THENCE Southerly on a convex arc radius 275.00', Delta 02° 24' 01", arc 11.52 feet, chord 11.51' South 49° 05' 41" East; THENCE Easterly on a convex arc radius 20.00' Delta 58° 53' 28", arc 20.56 feet, chord 19.66' South 79° 44' 25" East; THENCE Southerly on a concave arc radius 54.00', Delta 68° 19' 52", arc 64.40 feet, chord 60.65' North 75° 01' 13" West; THENCE Easterly South 49° 08' 43" East a distance of 96.87 feet, THENCE Northerly South 11° 40' 28" North a distance of 72.95 feet, THENCE Westerly North 78° 19' 32" West a distance of 71.29 feet, THENCE Westerly North 47° 53' 40" West a distance of 95.00 feet to the POINT OF BEGINNING.

Initiation of these vacation proceedings by the City Commission is not to be construed as an approval of the proposed vacation.

Adopted, signed and approved this 5th day of April, 1995.

Mayor

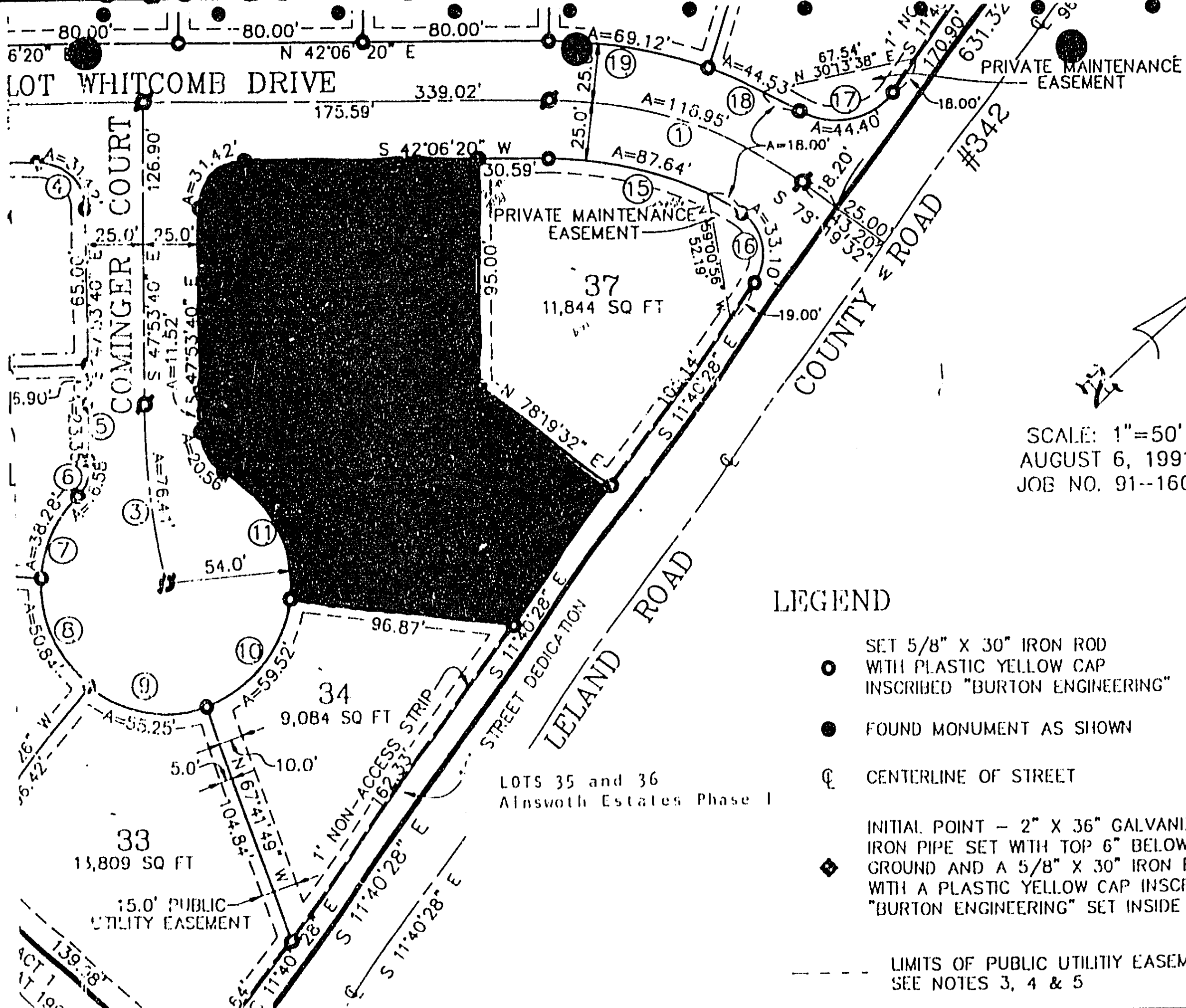
Commissioner

Commissioner

Commissioner

Commissioner

Comprising the City Commission
of Oregon City, Oregon



SCALE: 1"=50'
AUGUST 6, 1991
JOB NO. 91-160

LEGEND

- SET 5/8" X 30" IRON ROD WITH PLASTIC YELLOW CAP INSCRIBED "BURTON ENGINEERING"
- FOUND MONUMENT AS SHOWN
- ℄ CENTERLINE OF STREET
- ◆ INITIAL POINT - 2" X 36" GALVANIZE IRON PIPE SET WITH TOP 6" BELOW GROUND AND A 5/8" X 30" IRON ROD WITH A PLASTIC YELLOW CAP INSCRIBED "BURTON ENGINEERING" SET INSIDE
- LIMITS OF PUBLIC UTILITY EASEMENT SEE NOTES 3, 4 & 5



CITY OF OREGON CITY

INCORPORATED 1844

COMMISSION REPORT

TO THE HONORABLE MAYOR AND COMMISSIONERS

FOR AGENDA

DATED

April 5, 1995

Page

1 of 1

Subject: Initiation of Vacation Proceeding for
A Portion of an Easement Adjacent to Lot 18 in
the Plat of Brendan Estates,
Resolution No. 95-17

Report No. 95-43

On the April 5, 1995 agenda is a request for the vacation of a portion of a utility easement adjacent to Lot 18 in the plat of Brendan Estates submitted by Darrel Falkenstein. The vacation of the easement is to correct a setback problem with the construction of a new house.

Attached is Resolution No. 95-17, setting a date and time for the public hearing for 8:00 p.m. on April 19, 1995.

CHARLES LEESON
City Manager

attach.

cc - Rich Carson, Director, Community Development
- Denyse McGriff, Principal Planner
- Petitioner

RESOLUTION NO. 95-17

A RESOLUTION INITIATING VACATION OF A PORTION OF A UTILITY EASEMENT ADJACENT TO LOT 18, IN THE PLAT OF BRENDAN ESTATES.

WHEREAS, it is the intention of the City Commission of Oregon City, Oregon as the governing body of said incorporated City, that proceedings should be undertaken for the vacation hereinafter described. The City Recorder is hereby directed to cause notice to be given as provided by law for such vacation. Wednesday, April 19, 1995, at the hour of 8:00 p.m., in the City Commission Meeting Room at City Hall, 320 Warner-Milne Road, Oregon City, Oregon, is hereby fixed as the time and place for the hearing of any and all objections or claims concerning said vacation

The proposed vacation is a portion of a utility easement adjacent to Lot 18, in the Plat of Brendan Estates.

From the Southwesterly corner of Lot 18, Brendan Estates; THENCE North 22° 17' 18" West along the Westerly line of the said Lot, 75.00 feet to a point; THENCE at right angles, North 67° 42' 42" East 2.00 feet to the POINT OF BEGINNING. From the POINT OF BEGINNING THENCE 22° 17' 18" West parallel to and 2.00 feet, as measured at right angles, from the Westerly line of Lot 18, 30.00 feet to a point; THENCE North 67° 42' 42" West 3.00 feet to the Easterly line of the utility easement along the side lot lines per the Plat of Brendan Estates; THENCE along the said Easterly line South 22° 17' 18" East 30 feet to a point; THENCE South 67° 42' 42" West 3.00 feet, more or less, to the POINT OF BEGINNING.

Initiation of these vacation proceedings by the City Commission is not to be construed as an approval of the proposed vacation.

Adopted, signed and approved this 5th day of April, 1995.

Mayor

Commissioner

Commissioner

Commissioner

Commissioner

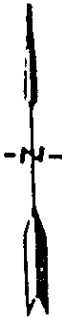
Comprising the City Commission
of Oregon City, Oregon

THIS MAP IS FURNISHED AS A CONVENIENCE IN LOCATING PROPERTY AND THE COMPANY
ASSUMES NO LIABILITY FOR ANY VARIATIONS AS MAY BE DISCLOSED BY ACTUAL SURVEY



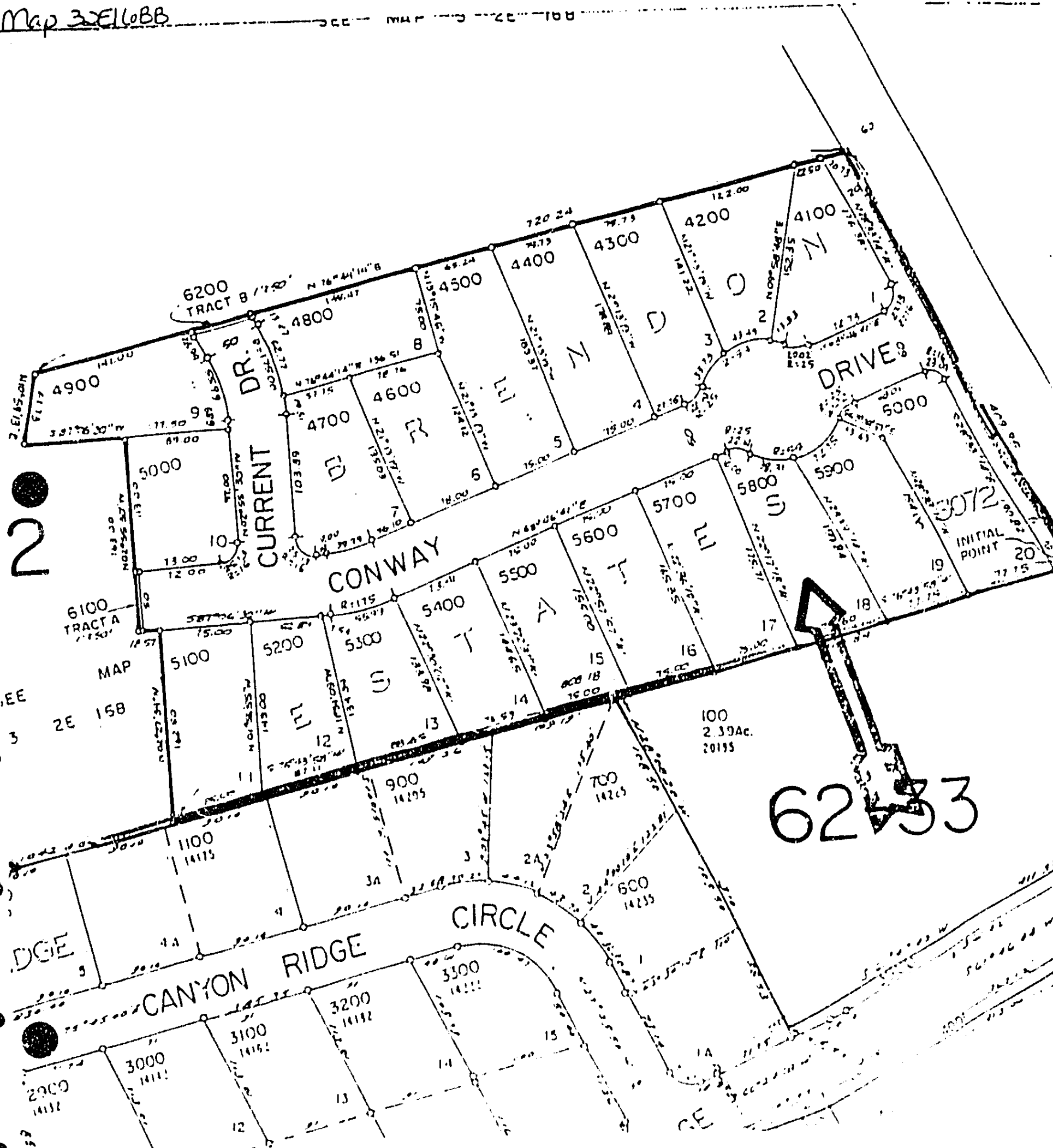
First American Title Insurance Company of Oregon

an assumed business name of TITLE INSURANCE COMPANY OF OREGON
1700 S.W. FOURTH AVE., PORTLAND, OR 97201-5512
(503) 222-3651



Map 32E168B

SEE MAP 32E168



62433

Mortgage Loan Inspection

COUNTY OF CLACKAMAS STATE OF OREGON

LEGAL DESCRIPTION: LOT 18 BLK. --

SUBDIVISION: BRENDON ESTATES

CLIENT: DARREL FALKENSTEIN

LN./JOB No.: _____ ATTN.: _____

DATE: 00-25-94 SCALE: 1" = 20.0'

W.B. WELLS
and associates, Inc.

ENGINEERS
SURVEYORS



I HEREBY DECLARE THE STRUCTURAL IMPROVEMENTS TO THE ABOVE DESCRIBED PROPERTY TO BE SITUATE THEREON AS SHOWN THERE ARE NO APPARENT ENCROACHMENTS BY OR AGAINST THE PROPERTY IN QUESTION, EXCEPT AS SHOWN THIS LOCATION IS BASED UPON MONUMENTS FOUND NO WARRANTY IS MADE AS TO THE CORRECTNESS OF SAID MONUMENTS AND NO LIABILITY IS ASSUMED IF SAID MONUMENTS ARE IN ERROR THIS DECLARATION IS MADE AT THE REQUEST AND FOR THE EXCLUSIVE USE OF THE TRANSACTION AND CLIENT NAMED ABOVE, AND IS NOT TO BE USED FOR CONSTRUCTION PURPOSES, FUTURE TRANSACTIONS, LAND DIVISIONS OR BOUNDARY LOCATION

W.B. Wells
SURVEYOR

CONWAY DR. 50.0'

