

11ep

AFTER RECORDING RETURN TO:

City Recorder, Leilani Bronson-Crelly  
P.O. Box 3040  
Oregon City, Oregon 97045-0304

Map No.: 29 2S 2E  
Tax Lot: 1500  
Planning No.: PA0271

Clackamas County Official Records  
Sherry Hall, County Clerk

2004-071305



00716590200400713050160161

\$101.00

08/03/2004 02:11:29 PM

D-E                      Cnt=1    Stn=2    BEV L  
\$80.00 \$11.00 \$10.00

Grantor: Jack W. Parker, Trust

86  
10  
11  
Jm

**CITY OF OREGON CITY, OREGON  
PUBLIC PEDESTRIAN ACCESS EASEMENT  
AND TEMPORARY CONSTRUCTION EASEMENT**

**KNOW ALL BY THESE PRESENTS, THAT** Jack W. Parker, Trust through Scott Parker hereinafter called the GRANTOR, does hereby grant unto the City of Oregon City, hereinafter called the CITY, its successors in interest and assigns, an easement and right-of-way, including the right to construct, reconstruct, operate, and maintain a Public Access and Trail on the following described land

See attached Exhibit "A" Legal Description and attached

Exhibit "B" Sketch for Legal Description

**TO HAVE AND TO HOLD**, the above described easement unto the CITY, its successors in interest and assigns for a ten (10) year period which can be extended by mutual consent, in writing, of both parties.

GRANTOR reserves the right to rescind this easement upon giving to the City not less than one (1) year written notice.

GRANTOR retains the right of ingress and egress across the easement area. 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 surrounding the trail 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 \$1.00, 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 from all encumbrances, except: IRS Lien, Glacier Northwest, Inc, Lease Agreement and items show on First American Title Insurance, preliminary report File NCS-86658-OR2 (Attached as Exhibit "C") 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

against the lawful claims and demands of all persons claiming by, through, or under the GRANTOR.

In construing this easement 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.

The provisions of the easement and the above conditions shall run with the land.

~~April~~ <sup>May</sup> IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 24<sup>th</sup> day of ~~April~~ <sup>May</sup>, 2004; 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.

**NOTICE: No stamp or corporate seal is allowed over any typed information.**

Individuals, general partnerships

Jack W. Parker, Trust

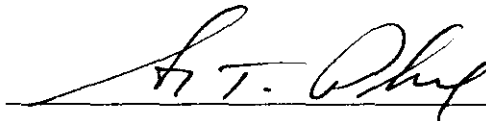
\_\_\_\_\_  
Signer's printed Name, Title & Address (below)

SCOTT T. PARKER

P.O. Box AF

Scappoose, OR. 97056

\_\_\_\_\_  
Signer's printed Name, Title & Address (below)

\_\_\_\_\_  


Scott T. Parker, Trustee

\_\_\_\_\_  


Gayle P. Molander, Trustee

\_\_\_\_\_  
Joan B. Parker, Trustee

\_\_\_\_\_  


(if executed by a corporation  
affix corporate seal below)

Jack W. Parker Trust

PO Box AF

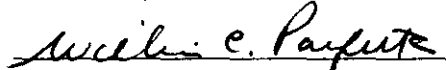
Scappoose, OR 97056

Acknowledged and Approved:

Glacier Northwest, Inc

1050 N River Street

Milwaukie, OR 97277

\_\_\_\_\_  


Title: Vice President

Date: June 3, 2004

**NOTICE TO NOTARIES:** No notary stamp or corporate seal is allowed over any typed information.

Personal Acknowledgment

STATE OF OREGON )

County of Columbia ) ss.

Personally appeared the above named

SCOTT T. PARKER

and acknowledged the foregoing instrument to be his voluntary act and deed.

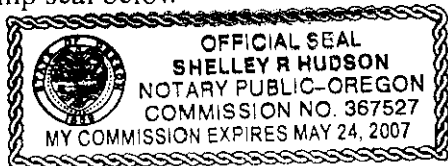
Before me:

NOTARY PUBLIC FOR OREGON

Shelley R. Hudson  
Notary's signature

My Commission Expires: 5-24-2007

Stamp seal below



Jack W. Parker, Trustee

PO Box A.F.

Scappoose, OR 97056

(Grantor's Name and Address)

**City of Oregon City**

**P.O. Box 3040**

**320 Warner Milne Road**

**Oregon City, OR 97045-0304**

(Grantee's Name and Address)

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

Mayor

Alicia Morris

City Recorder

DeLani Branson Crelly

Page 4

Corporate Acknowledgment

STATE OF OREGON )

County of \_\_\_\_\_ ) ss.

Personally appeared \_\_\_\_\_

\_\_\_\_\_ and \_\_\_\_\_

\_\_\_\_\_ who being duly sworn, each for himself and not one for the other did say that the former is the \_\_\_\_\_ president and that the latter is the \_\_\_\_\_ secretary of \_\_\_\_\_

\_\_\_\_\_, a corporation, and that the seal affixed to the foregoing instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

NOTARY PUBLIC FOR OREGON

Notary's signature

My Commission Expires: \_\_\_\_\_

Stamp seal below

NOTICE TO NOTARIES: No notary stamp or corporate seal is allowed over any typed information.

Personal Acknowledgment

STATE OF MARYLAND )  
County of Carroll ) ss.

Personally appeared the above named Gayle P. Molander and acknowledged the foregoing instrument to be her voluntary act and deed.

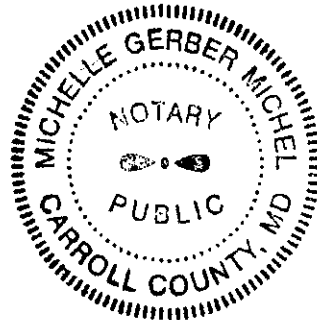
Before me:

NOTARY PUBLIC FOR MARYLAND

Michelle Gerber Michel  
Notary's signature

My Commission Expires: 3/26/2008

Stamp seal below



Personal Acknowledgment

STATE OF OREGON ) ss.  
County of Clackamas )

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

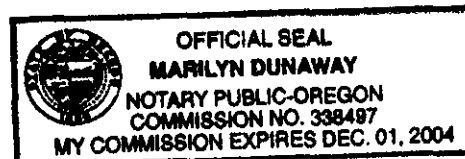
Before me:

NOTARY PUBLIC FOR OREGON

Marilyn Dunaway  
Notary's signature

My Commission Expires: 12-01-04

Stamp seal below





**First American Title Insurance Company**  
**National Commercial Services**  
**1700 SW Fourth Avenue, Suite 102**  
**Portland, OR 97201**

Title Officer: **Katy Oberg**  
Phone: **(503) 219-8742**  
Fax: **(503) 790-7856**  
E-mail **koberg@firstam.com**

File No: **NCS-86658-OR2**

Escrow Officer: **NONE**  
Phone:  
Fax:  
E-mail

**PRELIMINARY TITLE REPORT**

ALTA Owners Standard Coverage	Liability	\$	TBD	Premium	\$
ALTA Owners Extended Coverage	Liability	\$		Premium	\$
ALTA Lenders Standard Coverage	Liability	\$		Premium	\$
ALTA Lenders Extended Coverage	Liability	\$		Premium	\$
ALTA Leasehold Standard Coverage	Liability	\$		Premium	\$
ALTA Leasehold Extended Coverage	Liability	\$		Premium	\$
Endorsements	Liability	\$		Premium	\$
Govt Service Charge				Cost	\$ 50.00
Other					\$

We are prepared to issue Title Insurance Policy or Policies in the form and amount shown above, insuring title to the following described land:

The land referred to in this report is described in Exhibit "A" attached hereto.

and as of **04/13/2004 at 8:00 a.m.**, title vested in:

**Scott T. Parker, Joan B. Parker and Gayle P. Molander, Trustees of the Jack W. Parker Trust**  
**u/t/a May 28, 1991, as amended and restated January 23, 2001**

Subject to the exceptions, exclusions, and stipulations which are ordinarily part of such Policy form and the following:

1. City liens, if any, for the city of Oregon City.  
Note: An inquiry has been directed to the city clerk and subsequent advice will follow concerning the actual status of such liens.

This report is for the exclusive use of the parties herein shown and is preliminary to the issuance of a title insurance policy and shall become void unless a policy is issued, and the full premium paid.

2. Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the high water mark of unnamed streams .
3. An easement for right of way and incidental purposes, recorded November 12, 1919 in Book 155 of Deeds, Page 332.  
In Favor of: North Western Long Distance Telephone Company  
Affects: Exact location cannot be determined
4. An easement for transmission line and incidental purposes, recorded August 21, 1953 in Book 472 of Deeds, Page 610.  
In Favor of: Portland General Electric Company, a corporation of Oregon  
Affects: Exact location cannot be determined
5. Limited access provisions in favor of the State of Oregon, by and through its State Highway Commission as contained in Decree of Condemnation entered August 27, 1970 in Suit No. 68930 in the Circuit Court for Clackamas County, which provides that no right of easement or right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property.
6. Covenants, conditions, restrictions and easements in the document recorded October 13, 1972 as Fee No. 72-31295 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability.
7. An easement for sewer and incidental purposes, recorded May 10, 1979 as Fee No. 79-19252 of Official Records.  
In Favor of: Rossman's Landfill, Inc., its successors and assigns  
Affects: Northeasterly of Main Street
8. An easement for sewer and incidental purposes, recorded July 11, 1985 as Fee No. 85-23952 of Official Records.  
In Favor of: Tri-City Service District  
Affects: A strip of land of varying widths along the South line of Main Street Extension
9. An unrecorded lease dated January 29, 1988, executed by Jack W. Parker as lessor and Lone Star Northwest, a Washington general partnership as lessee, as disclosed by a Assignment of Lease recorded April 25, 1991 as Fee No. 91-18726 of Official Records.

The lessee's interest under the lease has been assigned to Lone Star Northwest, Inc., a Washington corporation by assignment recorded April 25, 1991 as Fee No. 91-18726 of Official Records.

10. An easement for Sewer and incidental purposes, recorded September 20, 1991 as Fee No. 91-47669 of Official Records.  
In Favor of: Tri-City Service District  
Affects: Strips of variable width
11. Unrecorded leases or periodic tenancies, if any.
12. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
13. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

-END OF EXCEPTIONS-

*First American Title*



## INFORMATIONAL NOTES

NOTE: This report does not include a search for Financing Statements filed in the office of the Secretary of State, or in a county other than the county wherein the premises are situated, and no liability is assumed if a Financing Statement is filed in the office of the County Clerk (Recorder) covering fixtures on the premises wherein the lands are described other than by metes and bounds or under the rectangular survey system or by recorded lot and book.

NOTE: Washington County Ordinance No. 267, filed August 5, 1982 in Washington County, Oregon, imposes a tax of \$1.00 per thousand or fraction thereof on the transfer of real property located within Washington County.

NOTE: Taxes for the year 2003-2004, paid in full.

Tax Amount:	\$3488.73
Code No.:	062.057
Map & Tax Lot No.	22E29-01500
Property ID/Key No.	00559979

NOTE: Taxes for the year 2003-2004, paid in full.

Tax Amount:	\$2448.08
Code No.:	062.057
Map & Tax Lot No.	22E29-01900
Property ID/Key No.	00560146

NOTE: Taxes for the year 2003-2004, paid in full.

Tax Amount:	\$825.89
Code No.:	062.057
Map & Tax Lot No.	22E29CB-00100
Property ID/Key No.	00561109

NOTE: Taxes for the year 2003-2004, paid in full.

Tax Amount:	\$5,734.37
Code No.:	062.057
Map & Tax Lot No.	22E29-01900A1
Property ID/Key No.	00560155

**THANK YOU FOR CHOOSING FIRST AMERICAN TITLE  
WE KNOW YOU HAVE A CHOICE!**

Cc: **City of Oregon City**  
Attn: **Dee Chaig**

Cc: **Scott Parker**  
Attn:

Cc: **Don Vedder**  
Attn:



## First American Title Insurance Company of Oregon

### SCHEDULE OF EXCLUSIONS FROM COVERAGE

#### ALTA LOAN POLICY (10/17/92)

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
  - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

#### ALTA OWNER'S POLICY (10/17/92)

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

#### SCHEDULE OF STANDARD EXCEPTIONS

The ALTA standard policy form will contain in Schedule B the following standard exceptions to coverage:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceeding by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records, unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose.

NOTE: A SPECIMEN COPY OF THE POLICY FORM (OR FORMS) WILL BE FURNISHED UPON REQUEST

TI 149 Rev. 5-99

First American Title

11

## **Exhibit "A"**

Real property in the County of Clackamas , State of Oregon, described as follows:

A tract of land located in the Hiram Straight Donation Land Claim No. 42 in Township 2 South, Range 2 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Beginning at an iron pipe driven at the intersection of the North boundary of a certain tract of land conveyed to Otto E. Meindl by Book 202, page 401, Deed Records, with the Easterly line of Pacific Highway U.S. 99 East, said point being opposite and 60.00 feet Easterly of O.S.H.D. Station 20 + 99.60 in the center line of said highway; thence North 3°49' West along the Easterly right of way of said highway 750.40 feet; thence North 86°14' East 89.87 feet; thence North 3°49' West 400.00 feet; thence North 86°11' East 585.13 feet to the true point of beginning; thence South 3°49' East 1237.55 feet; thence North 66°12' East along the Northerly right of way of a ramp to U.S. Highway I-205, 195.12 feet to a \_ inch iron rod; thence continuing along said right of way North 57°33' East 121.81 feet to an iron pipe; thence Northerly along the Westerly right of way of the abandoned Portland Traction Co., railroad North 29°25' East 177.69 feet to the Southerly boundary of the Plat of SHAWS FIRST ADDITION TO OREGON CITY; thence North 84°05' West along said Southerly boundary of Shaws Plat 17.43 feet to an iron pipe; thence Northerly parallel to and 25.00 feet from the Westerly boundary of the previously mentioned abandoned railroad North 24°25'11" East 484.65 feet to a point on the Northerly boundary of said Shaws Plat; thence South 85°17' East 25.00 feet to an iron rod on the Westerly right of way of said abandoned railroad; thence Northerly along the Westerly right of way of said abandoned railroad North 28°28' East 360.20 feet to a railroad spike; thence North 78°30'06" West 812.87 feet to the true point of beginning.

TOGETHER WITH that portion lying within vacated Edison Avenue which inured thereto by reason of vacation Ordinance No. 90-1023 recorded May 14, 1990 as Fee No. 90-22136.

TOGETHER WITH that portion lying within vacated Thomson Avenue which inured thereto by reason of vacation Ordinance No. 90-1022 recorded May 14, 1990 as Fee No. 90-22135.

EXCEPT those portions conveyed to the City of Oregon City by Deed recorded February 11, 1972 as Fee No. 72-3574 (Main Street) and by Deed recorded June 11, 1991 as Fee No 91-27346 (Agnes Avenue).

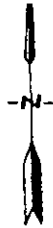


# First American Title Insurance Company of Oregon

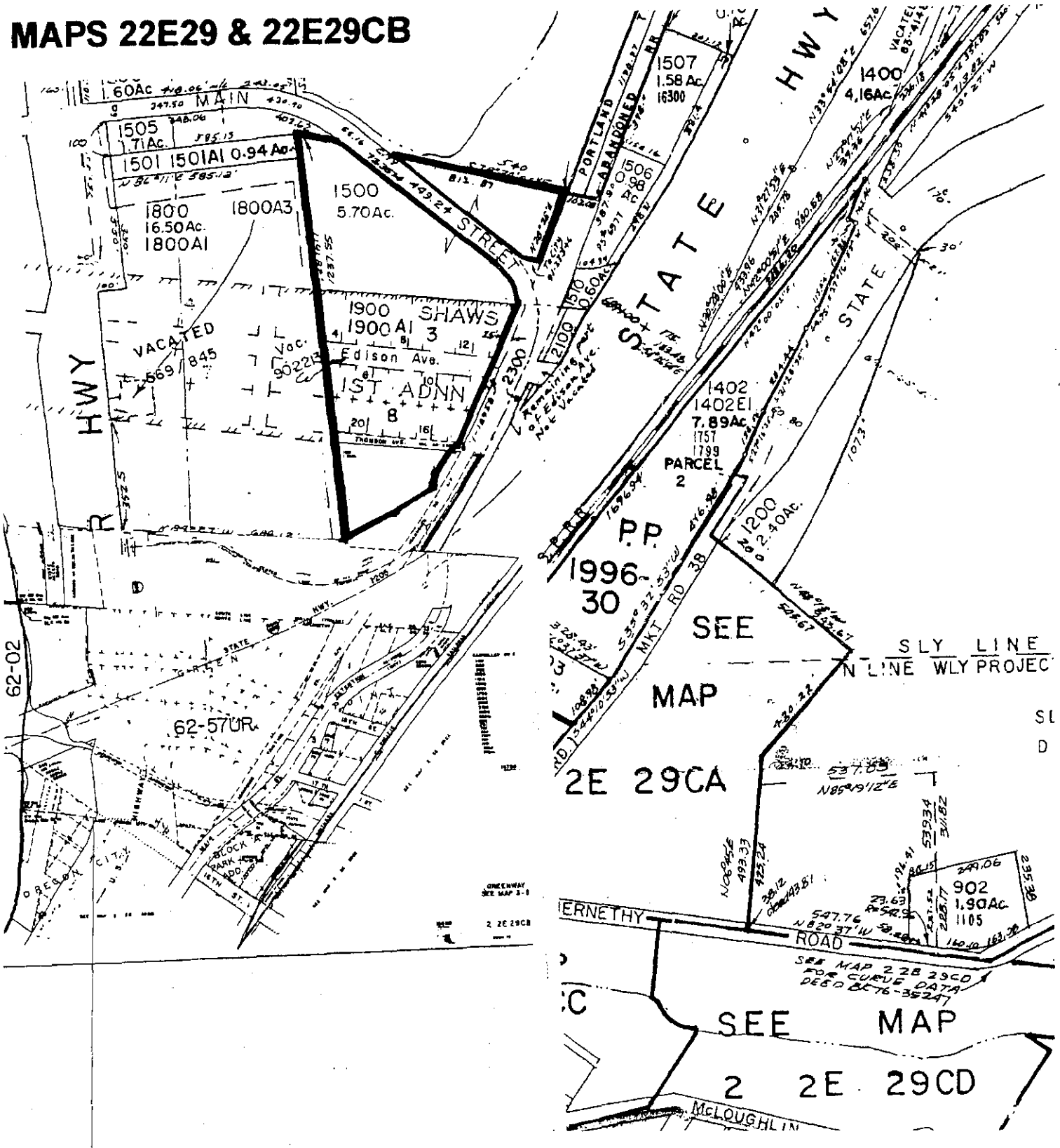
An assumed business name of TITLE INSURANCE COMPANY OF OREGON

1700 S.W. FOURTH AVENUE, PORTLAND, OR 97201-5512

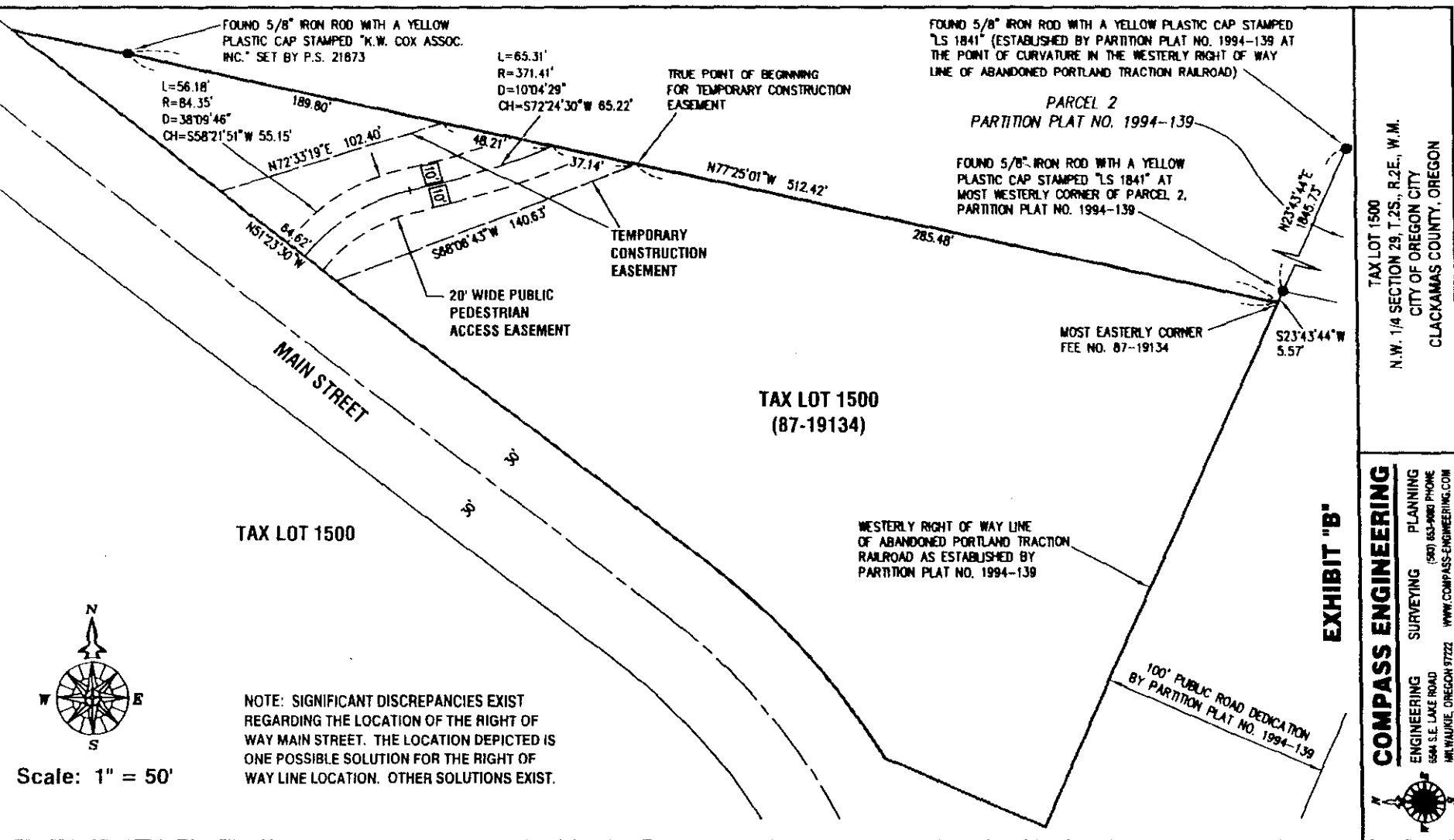
(503) 222-3651



## MAPS 22E29 & 22E29CB



14



TAX LOT 1500  
 N.W. 1/4 SECTION 29, T.2S., R.2E., W.M.  
 CITY OF OREGON CITY  
 CLACKAMAS COUNTY, OREGON

**EXHIBIT "B"**

**EXHIBIT "A"**

**LEGAL DESCRIPTION  
PUBLIC PEDESTRIAN ACCESS EASEMENT**

A 20.00 FOOT WIDE STRIP OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LS 1841" AT THE MOST WESTERLY CORNER OF PARCEL 2, PARTITION PLAT NO. 1994-139, CLACKAMAS COUNTY PARTITION PLAT RECORDS; THENCE ALONG THE WESTERLY RIGHT OF WAY LINE OF THE ABANDONED PORTLAND TRACTION RAILROAD SOUTH 23°43'44" WEST 5.57 FEET TO THE MOST EASTERLY CORNER OF THAT TRACT OF LAND CONVEYED TO JACK W. PARKER BY WARRANTY DEED RECORDED AS DOCUMENT NUMBER 87-19134, CLACKAMAS COUNTY DEED RECORDS; THENCE ALONG THE NORTHERLY LINE OF SAID PARKER TRACT NORTH 77°25'01" WEST 322.62 FEET TO THE TRUE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; THENCE LEAVING THE NORTHERLY LINE OF SAID PARKER TRACT 65.31 FEET ALONG THE ARC OF A 371.41 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST THROUGH A CENTRAL ANGLE OF 10°04'29" (LONG CHORD BEARS SOUTH 72°24'30" WEST 65.22 FEET) TO A POINT OF REVERSE CURVATURE; THENCE 56.18 FEET, MORE OR LESS, ALONG THE ARC OF A 84.35 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST THROUGH A CENTRAL ANGLE OF 38°09'46" (LONG CHORD BEARS SOUTH 58°21'51" WEST 55.15 FEET, MORE OR LESS) TO THE NORTHEASTERLY RIGHT OF WAY LINE OF MAIN STREET, AND THE TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF THE ABOVE DESCRIBED STRIP (AT ITS NORTHERLY LIMIT) SHALL BE EXTENDED OR SHORTENED, AS NECESSARY, TO TERMINATE ON THE NORTHERLY LINE OF THE AFOREMENTIONED PARKER TRACT AND (AT ITS SOUTHERLY LIMIT) SHALL BE EXTENDED OR SHORTENED, AS NECESSARY, TO TERMINATE ON THE NORTHEASTERLY RIGHT OF WAY LINE OF MAIN STREET.

**TOGETHER WITH A TEMPORARY CONSTRUCTION EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

COMMENCING AT A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LS 1841" AT THE MOST WESTERLY CORNER OF PARCEL 2, PARTITION PLAT NO. 1994-139, CLACKAMAS COUNTY PARTITION PLAT RECORDS; THENCE ALONG THE WESTERLY RIGHT OF WAY LINE OF THE ABANDONED PORTLAND TRACTION RAILROAD SOUTH 23°43'44" WEST 5.57 FEET TO THE MOST EASTERLY CORNER OF THAT TRACT OF LAND CONVEYED TO JACK W. PARKER BY WARRANTY DEED RECORDED AS DOCUMENT

NUMBER 87-19134, CLACKAMAS COUNTY DEED RECORDS; THENCE ALONG THE NORTHERLY LINE OF SAID PARKER TRACT NORTH  $77^{\circ}25'01''$  WEST 285.48 FEET TO THE TRUE POINT OF BEGINNING OF THE CONSTRUCTION EASEMENT TO BE DESCRIBED; THENCE LEAVING SAID NORTHERLY LINE SOUTH  $68^{\circ}06'43''$  WEST 140.63 FEET, MORE OR LESS, TO THE NORTHEASTERLY RIGHT OF WAY LINE OF MAIN STREET; THENCE ALONG SAID RIGHT OF WAY LINE NORTH  $51^{\circ}23'30''$  WEST 64.62 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH  $72^{\circ}33'19''$  EAST 102.40 FEET, MORE OR LESS, TO THE AFOREMENTIONED NORTHERLY LINE OF THE PARKER TRACT; THENCE ALONG SAID NORTHERLY LINE SOUTH  $77^{\circ}25'01''$  EAST 85.35 FEET TO THE TRUE POINT OF BEGINNING.



PUBLIC ACCESS & TRAIL

Z-2E-29 TL 1500

JACK W. PARKER, TRUST  
(SCOTT PARKER)

[CLACK CO. DOC. # 2004-071305  
8/23/04]

page	item #
412	5