

AFTER RECORDING RETURN TO:

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



\$51.00

00180862200100651430060060

08/15/2001 01:26:59 PM

D-E Cnt=1 Stn=1 ELIZABETH  
\$30.00 \$11.00 \$10.00

Map No.: 3-2E-7DA

Tax Lots: 6900

Planning No.: PD98-01 (Settler's Point Lot 68)

Grantor: Charles K. Winans & Catherine A. Winans

Benefits Silverfox (TP99-09)

## CITY OF OREGON CITY, OREGON PUBLIC UTILITY(S) EASEMENT

**KNOW ALL BY THESE PRESENTS, THAT Charles K. Winans and Catherine A. Winans** hereinafter called the GRANTOR, do(es) 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 Storm Drainage 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 forever.

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 \$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 (no exceptions) 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 27<sup>th</sup> day of March, 2001; 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

Corporation/limited partnership

\_\_\_\_\_  
Signer's Name



\_\_\_\_\_  
Charles K. Winans

\_\_\_\_\_  
Signer's Name



\_\_\_\_\_  
Catherine A. Winans

(if executed by a corporation  
affix corporate seal below)

\_\_\_\_\_  
Corporation/Partnership Name

\_\_\_\_\_  
Signer's Name, Title

\_\_\_\_\_  
Signer's Name, Title

\_\_\_\_\_  
Signer's Name, Title

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

Personal Acknowledgment

STATE OF OREGON )

County of Clackamas ) ss.

Personally appeared the above named

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

Before me: 3-10-04

NOTARY PUBLIC FOR OREGON

My Commission Expires: 3-10-04

Stamp seal below

Linda Hilliard



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(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

City Recorder

Leilani Bronson-Crilly

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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

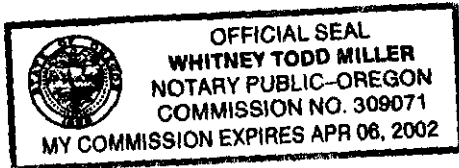
My Commission Expires: \_\_\_\_\_

Stamp seal below

STATE OF Oregon  
County of Clackamas

} ss.

This instrument was acknowledged before me on this 27th day of March, 2001  
by Charles K. Winans



A large, stylized handwritten signature in dark ink, which appears to read "Whitney Todd Miller", is written over the horizontal lines of the document.

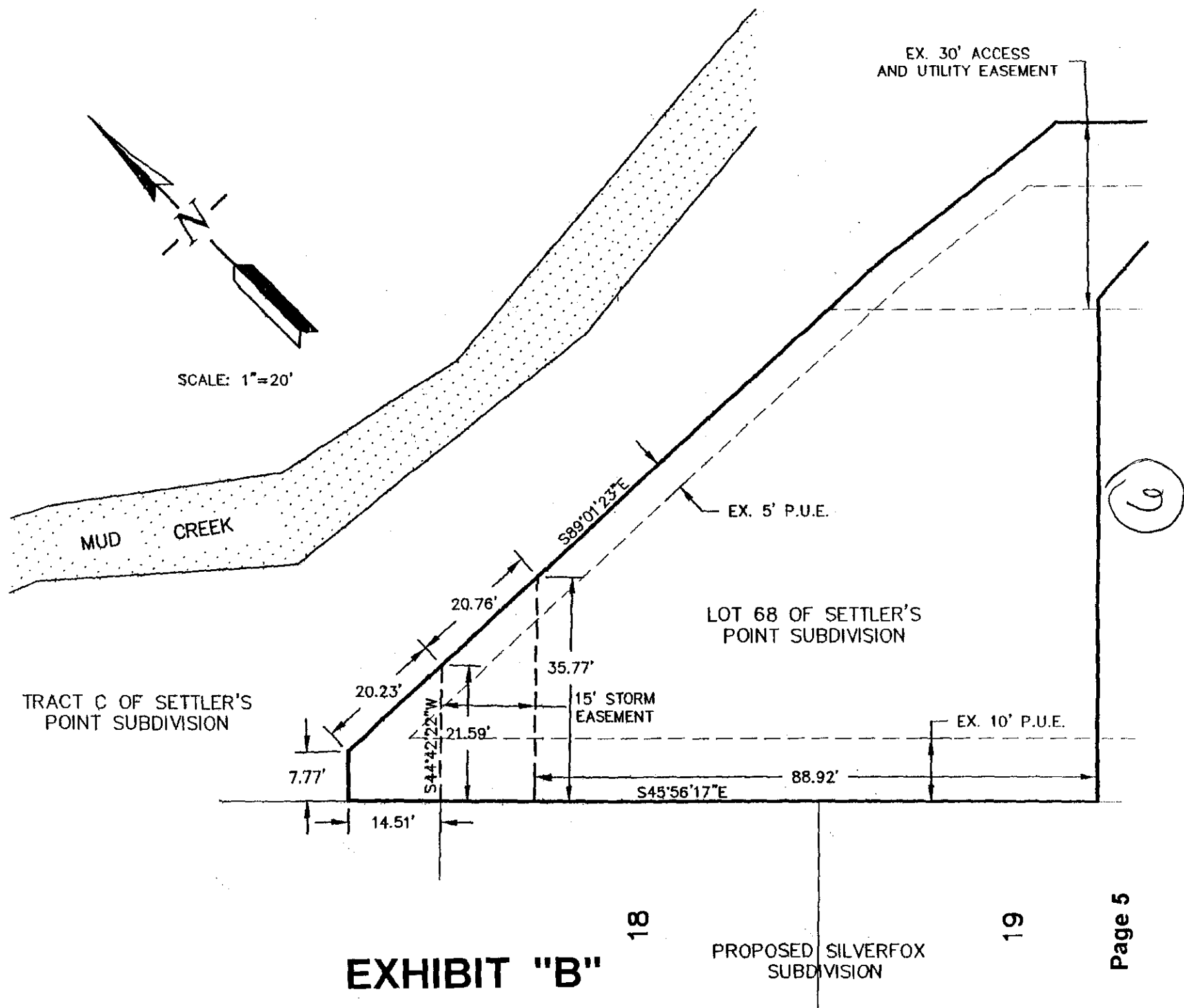
Notary Public for Oregon

My commission expires: 04/06/2002

Exhibit 'A'


A fifteen (15) foot wide strip of land lying in the southeast  $\frac{1}{4}$  of Section 7, Township 3 South, Range 2 East of the Willamette Meridian, City of Oregon City, Clackamas County, State of Oregon, also being within the boundaries of Lot 68 of "Settlers Point" a duly recorded subdivision of Clackamas County and further described as follows:

Beginning at a point on the southwesterly boundary of said Lot 68, said point being 14.51 feet South  $45^{\circ} 56' 17''$  East from the most westerly corner of said Lot 68; thence continuing South  $45^{\circ} 56' 17''$  East along the southwesterly boundary, 15.00 feet to a point; thence North  $44^{\circ} 42' 22''$  East, 35.77 feet to a point on the northerly boundary of said Lot 68; thence North  $89^{\circ} 01' 23''$  West along the northerly boundary of said Lot 68 20.76 feet; thence South  $44^{\circ} 42' 22''$  West, 21.59 feet to the point of beginning.



**COMMISSION REPORT: CITY OF OREGON CITY  
TO THE HONORABLE MAYOR AND COMMISSIONERS**

320 Warner Milne Road----(503) 657-0891

 INCORPORATED 1844	<b>Agenda Item No.:</b> 6.3	<b>Topic:</b> Storm Drainage Public Utility Easement For Lot 68 Of The Settler's Point Subdivision (PD98-01, Lot 68)
	<b>Report No.:</b> 01-166	
	<b>Agenda Type:</b> DISCUSSION/ACTION	
	<b>Meeting Date:</b> August 1, 2001	<b>Attachments:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Prepared By:</b> John Knapp	<b>Reviewed By:</b> Jay Toll	<b>Approved By:</b> B. Nakamura <i>[Signature]</i>

**RECOMMENDATION:**

It is recommended that the City Commission adopt a motion accepting this Storm Drainage Public Utility Easement and authorize the Mayor and City Recorder to execute it.

COPY

**REASON FOR RECOMMENDATION:**

This public utility easement provides for the use of the described property for public storm drainage. The easement is attached for Commission review.

**BACKGROUND:**

On the August 1, 2001, agenda is the Storm Drainage Public Utility Easement for Lot 68 of the Settler's Point subdivision – City Planning File No. PD98-01 Lot 68.

Map No. 3-2E-7DA

Tax Lot 6900

Settler's Point lot 68  
(PD98-01)

**BUDGET IMPACT:** FY(s): N/A

Funding Source: N/A

*Approved*

# Storm

3-ZE-7DA TL 6900

Winans, Charles K. & Catherine A

(Settler's Point Lot 68 PD98-01)

[Doc. 2001-065143]  
& 2001-065144

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ITEM # 4

Env#  
467



WHEN RECORDED MAIL TO:  
CITY RECORDER  
PO BOX 3040  
OREGON CITY, OREGON 97045

RECORDED IN CLACKAMAS COUNTY  
JOHN KAUFFMAN, COUNTY CLERK

2001-065144



\$36.00

00180863200100651440030037

08/15/2001 01:26:59 PM

M-SUB Cnt=1 Stn=1 ELIZABETH

\$15.00 \$11.00 \$10.00

32E7DA TL 6900 STORM

SUBORDINATION AGREEMENT  
Of Trust Deed

PD 98-01

SETTLER'S POINT  
LOT 68

THIS AGREEMENT made and entered into this 12<sup>th</sup> day of June, 2001,  
by and between America's Wholesale Lender, a New York Corporation, hereinafter called the  
first party, and the City of Oregon City, hereinafter called the second party, WITNESSETH:  
On or about March 26<sup>th</sup>, 2001, Charles K. Winans and Catherine A. Winans, being the owner of  
the following described property in Clackamas County, Oregon, to-wit:

Lot 68, Settler's Point, in the City of Oregon City, County of Clackamas and State of  
Oregon. Together with an undivided one-half interest in Tract E.

Executed and delivered to the first party a certain Deed of Trust (hereinafter called the first  
party's lien) on the property, to secure the sum of \$202,550.00, which lien was recorded on  
March 29<sup>th</sup>, 2001 as Fee No. 2001-021410 in the Records of Clackamas County, Oregon.  
Reference to the document so recorded is hereby made. The first party upon execution hereof is  
the owner and holder thereof and the debt thereby secured.

On or about March 27<sup>th</sup>, 2001, the above mentioned owner of property described above, executed  
and delivered to second party a certain Public Utility Storm Drain Easement (hereinafter called  
the second party's lien) on the property, which lien was recorded  
on August 15, 2001 or concurrently herewith in the  
Records of Clackamas County, Oregon. To induce the second party to Officially Accept  
delivery of the above described easement, the first party has agreed and consented to subordinate  
first party's lien to the lien about to be taken by the second party as above set forth.

NOW, THEREFORE, for value received, and for the purpose of inducing the second party to  
accept delivery of the easement above described, the first party, on behalf of the first party and  
also on behalf of the first party's personal representatives, successors, and assigns, hereby  
covenants, consents and agrees to and with the second party and second party's personal  
representatives, successors, and assigns, that the first party's lien on the property is and shall  
always be subject and subordinate to the lien of the second party as aforesaid, and that the second  
party's lien in all respects shall be first, prior and superior to that of the first party.

It is expressly understood and agreed that nothing herein contained shall be construed to change,  
alter or impair the first party's lien, except as hereinabove expressly set forth.

In construing this subordination agreement, and where the context so requires, the singular  
includes the plural, and all grammatical changes shall be made so that this agreement shall apply  
equally to corporations and to individuals.

IN WITNESS WHEREOF, the undersigned has executed this agreement. If the undersigned is a  
corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other  
person duly authorized to do so by order of its board of directors.

America's Wholesale Lender, a New York Corporation

By: Sandra Oakley

City of Oregon City

By: \_\_\_\_\_

State of <sup>Washington</sup> ~~Oregon~~, County of Spokane )ss.  
This instrument was acknowledged before me on June 12, 2001,  
By Sandra Oakley,  
As Asst V. Pres,  
Of Countrywide Home Loans.

G. Pedersen  
Notary Public for ~~Oregon~~ Washington  
My commission expires September 19, 2001

State of Oregon, County of \_\_\_\_\_ )ss.  
This instrument was acknowledged before me on \_\_\_\_\_, 2001,  
By \_\_\_\_\_,  
As \_\_\_\_\_,  
Of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires \_\_\_\_\_

Until a change is requested all tax statements shall be sent to the following address.

TAX DEPARTMENT SV3-24

450 American Street  
Simi Valley  
CA, 93065

After Recording Return To:

JANE DOCMAN

MS SV-79 DOCUMENT PROCESSING

1800 Tapo Canyon

Simi Valley, CA 93063-6712

Prepared By:

M. BOSS

ACCOUNT NUMBER

000147520535075

TAX ACCOUNT NUMBER

RECORDED IN CLACKAMAS COUNTY  
JOHN KAUFFMAN, COUNTY CLERK

2001-021410



\$96.00

00126543200100214100150156

03/29/2001 03:56:27 PM

M-TD Cnt=1 Str=3 BEVERLY

\$75.00 \$11.00 \$10.00

[Space Above This Line For Recording Data]

910014

[Escrow/Closing #]

## DEED OF TRUST

MIN 1000157-0000303866-4

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated MARCH 26, 2001, together with all Riders to this document.

(B) "Borrower" is CHARLES K WINANS, AND CATHERINE A WINANS, HUSBAND AND WIFE

Borrower is the trustor under this Security Instrument.

(C) "Lender" is

AMERICA'S WHOLESALE LENDER

Lender is a CORPORATION

organized and existing under the laws of NEW YORK

Lender's address is

4500 PARK GRANADA, CALABASAS, CA 91302-1613

(D) "Trustee" is

FIRST AMERICAN TITLE INSURANCE COMPANY

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

OREGON-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Page 1 of 11

6A(OR) (0005)

CHL (08/00)

VMP MORTGAGE FORMS - (800)521-7291

Form 3038 1/01

CONVIVA



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