

35  
CITY OF OREGON CITY, OREGON

PUBLIC UTILITY(S) EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT Robert D. Randall, as to a undivided 93% interest and Shirley M. Chuck, as to an undivided 7% interest as tenants in common, 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 public utilities such as electrical, telephone, T.V. cable, and natural gas 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 ~~serves~~ <sup>RESERVES</sup> 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.

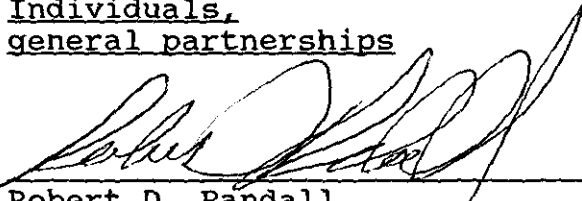
The true consideration of this conveyance is \$1.00 ,the receipt of which is hereby acknowledged by GRANTOR.

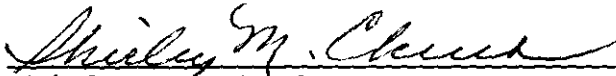
And the GRANTOR above named hereby covenants to and with the CITY, and CITY's successors in interest and assigns that GRANTOR is lawfully seized in fee simple of the above granted premises, free from all encumbrances except those appearing of record.

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 \_\_\_\_ day of \_\_\_\_\_, 19\_\_; 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.

Individuals,  
general partnerships  
  
Robert D. Randall

  
Shirley M. Chuck

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

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

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

(if executed by a corporation  
affix corporate seal)

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

# EXHIBIT "A"

May 21, 1991

Project No. 1170.40

Re: Oregon City Urban Renewal Agency  
Red Soils Project - Phase 1

## BOUNDARY DESCRIPTION

10' WIDE PUBLIC UTILITIES EASEMENT  
3 2E 5C TL 401

A portion of that real property in the Samuel N. Vance D.L.C. No. 51 in the South 1/2 of Section 5, T3S, R2E, W.M., City of Oregon City, Clackamas County, Oregon, conveyed to Robert D. Randall as described and recorded in Fee No. 84-11183, deed records of Clackamas County, Oregon, more particularly described as follows:

Commencing at the "X" on the stone monument at the northwesterly corner of said Randall property, said monument also marking the southwesterly corner of that tract of land conveyed to Gilman T. Danielson and Virginia W. Danielson as described and recorded in Fee No. 87-24028, deed records of said Clackamas County; thence S 13°14'59" E along the westerly line of said Randall property 95.22 feet to the TRUE POINT OF BEGINNING; thence along the arc of a 957.00 foot radius curve to the right, through a central angle of 6°52'17" (chord bears N 86°03'58" E 114.70 feet) an arc distance of 114.77 feet; thence N 89°30'06" E 131.06 feet; thence along the arc of a 1957.00 foot radius curve to the right, through a central angle of 9°14'55" (chord bears S 85°52'26" E 315.56 feet) an arc distance of 315.90 feet; thence along the arc of a 2043.00 foot radius curve to the left, through a central angle of 9°14'55" (chord bears S 85°52'26" E 329.42 feet) an arc distance of 329.78 feet; thence along the arc of a 543.00 foot radius curve to the left, through a central angle of 9°00'32" (chord bears N 84°59'50" E 85.29 feet) an arc distance of 85.38 feet to a point on the westerly line of that tract of land conveyed to G.T. Danielson and Virginia Danielson as described and recorded in Fee No. 89-54570, deed records of said Clackamas County; thence S 30°09'10" E along said G.T. and Virginia Danielson westerly line 10.67 feet; thence along the arc of a 553.00 foot radius curve to the right, through a central angle of 9°23'56" (chord bears S 84°48'08" W 90.61 feet) an arc distance of 90.71 feet; thence along the arc of a 2053.00 foot radius curve to the right, through a central angle of 0°45'51" (chord bears S 89°53'02" W 27.38 feet) an arc distance of 27.38 feet; thence S 0°27'40" W 9.00 feet; thence N 89°32'20" W 14.00 feet; thence N 0°27'40" E 9.00

feet; thence along the arc of a 2053.00 foot radius curve to the right, through a central angle of 8°05'38" (chord bears N 85°17'47" W 289.78 feet) an arc distance of 290.02 feet; thence along the arc of a 1947.00 foot radius curve to the left, through a central angle of 9°14'55" (chord bears N 85°52'26" W 313.94 feet) an arc distance of 314.29 feet; thence S 89°30'06" W 131.06 feet; thence along the arc of a 947.00 foot radius curve to the left, through a central angle of 6°48'33" (chord bears S 86°05'50" W 112.48 feet) an arc distance of 112.54 feet to a point on the westerly line of said Randall property; thence N 13°14'59" W along said Randall westerly line 10.05 feet to the TRUE POINT OF BEGINNING.

Containing 9910 square feet, more or less.

The basis of bearings for this description is the survey filed at the Clackamas County Surveyor's office as LP-042.

# EXHIBIT "B"



GILMAN T. DANIELSON AND VIRGINIA W. DANIELSON  
FEE NO. 87-24028  
3 2E 5C  
TAX LOT 200

GILMAN T. DANIELSON AND VIRGINIA W. DANIELSON  
FEE NO. 87-24028  
3 2E 5C  
TAX LOT 203

3 2E 5C  
TAX LOT 204

3 2E 5D  
TAX LOT 1000

3 2E 5D  
TAX LOT 1100

3 2E 5C  
TAX LOT 1200

3 2E 5C  
TAX LOT 404

G.T. DANIELSON AND  
VIRGINIA DANIELSON  
FEE NO. 89-54570  
3 2E 5C  
TAX LOT 300

SIERRA VISTA CARE  
CENTER, INC.  
FEE NO. 89-06926  
3 2E 5C  
TAX LOT 301

ROBERT O. RANDALL  
FEE NO. 84-11183  
3 2E 5C  
TAX LOT 401

10 FT. WIDE PUBLIC UTILITIES EASEMENT

CURVE DATA				
CURVE	RADIUS	CENTRAL ANGLE	LENGTH	CHORD
△	957.00'	85°21'37"	114.77'	N 86°03'58" E 114.70'
△	1957.00'	97°43'55"	318.90'	S 85°52'28" E 318.56'
△	2043.00'	97°43'55"	329.78'	S 85°52'28" E 328.42'
△	543.00'	97°00'32"	85.38'	N 84°58'50" E 85.29'
△	553.00'	97°35'56"	90.71'	S 84°48'08" W 90.81'
△	2053.00'	0°45'51"	27.38'	S 69°53'02" W 27.38'
△	2053.00'	6°05'58"	290.02'	N 85°17'47" W 288.78'
△	1947.00'	97°43'55"	314.28'	N 85°52'28" W 313.54'
△	847.00'	8°48'33"	112.54'	S 88°09'50" W 112.48'
△	543.00'	97°37'14"	53.27'	N 77°40'57" E 53.25'
△	553.00'	97°37'51"	50.48'	S 77°28'15" W 50.47'

NOTE: THE COORDINATE SYSTEM AND BASIS OF BEARINGS  
CONFORM WITH THE SURVEY FILED AT THE CLATSOP  
COUNTY SURVEYOR'S OFFICE AS LP-042.

DATE	NO.	REVISION	BY	CHKD. BY	DATE	PROJECT	DESCRIPTION	ENGINEER
						OREGON CITY URBAN RENEWAL AGENCY RED SOILS PROJECT	PUBLIC UTILITIES EASEMENT	LEE ENGINEERING, INC. CONSULTING ENGINEERS OREGON CITY, OREGON

FILE NO.	1170.31
SHEET NO.	1

Personal Acknowledgment  
STATE OF OREGON

County of Multnomah

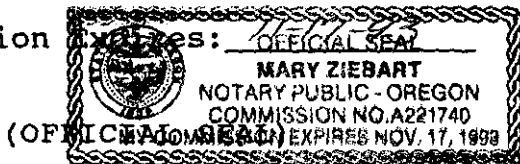
ss.

Personally appeared the above  
named Robert D. Randall  
and acknowledged the foregoing  
instrument to be his voluntary act  
and deed.

Before me:

Mary Ziebart  
NOTARY PUBLIC FOR OREGON

My Commission Expires:



Robert D. Randall  
9500 S. W. Barbur Blvd., Suite 300  
Portland, Oregon 97219

(Grantor's Name and Address)

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

(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 taxes, liens and  
encumbrances.

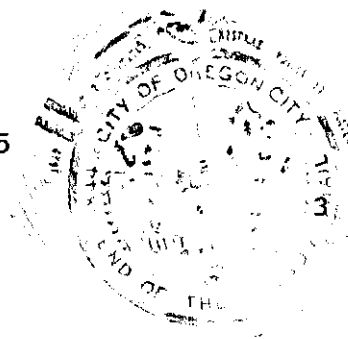
Daniel W. Fawc

Mayor

Alan K. Elliott  
City Recorder

After Recording Return to:

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



Personal Acknowledgment  
STATE OF Oregon

County of Multnomah

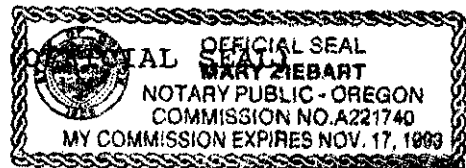
ss.

Personally appeared the above  
named Shirley M. Chuck and  
acknowledged the foregoing  
instrument to be her voluntary act  
and deed.

Before me:

Mary Ziebart  
NOTARY PUBLIC FOR Oregon

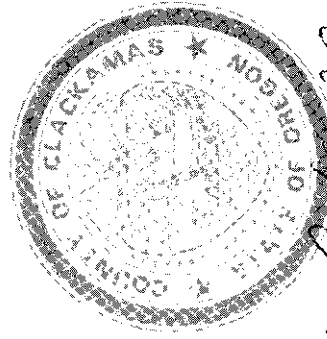
My Commission Expires: 11-17-93



Space reserved for County  
Records Office

STATE OF OREGON }  
County of Clackamas } ss.  
I, John Kauffman, County Clerk, for the County of  
Clackamas, do hereby certify that the instrument of  
writing was received for recording in the records of  
said county at

91 JUL 23 AM 9:51



Witness my hand and seal affixed  
John Kauffman  
JOHN KAUFFMAN  
County Clerk  
Recording Certificate  
CCP-R4 (Rev. 6/91) 91 36013



# CITY OF OREGON CITY

INCORPORATED 1844

## COMMISSION REPORT

FOR AGENDA

DATED

June 19, 1991

TO THE HONORABLE MAYOR AND COMMISSIONERS

Page 1 of 1

Subject: Development Agreement - Robert  
Randall Company

Report No. 91-105

On the June 19, 1991 City Commission agenda is an agreement between the City and the Robert Randall Company that provides Randall's commitment to develop a \$5 million business park if the City constructs the Red Soils Access Road. Attached is a copy of the final agreement for review.

Under the agreement Randall provides the right-of-way and necessary easements for the road project and commits to begin construction of the business park within 12 months. If Randall fails to construct they would have to reimburse the City on a pro-rated basis for its costs on the project.

The agreement has been coordinated by the City's Urban Renewal Agency as part of the much larger Red Soils Development Plan and has been reviewed and recommended for City Commission approval.

If the Commission concurs it should adopt a motion approving the agreement and authorize the Mayor and City Recorder to execute respectively.

CHARLES LEESON  
City Manager

JGB/im

attach.

cc - Development Services Director  
- Randy Bateman, Assistant City Attorney  
- Ron Koos, Project Manager, Robert Randall Company

## DEVELOPMENT AND COST ALLOCATION AGREEMENT

This DEVELOPMENT AND COST ALLOCATION AGREEMENT ("Agreement") is made and entered into effective June \_\_\_\_, 1991, by and among OREGON CITY, a municipal corporation of the State of Oregon ("City"), the ROBERT RANDALL COMPANY, an Oregon corporation ("Randall") and ROBERT D. RANDALL and SHIRLEY M. CHUCK (collectively "Owner").

### RECITALS

A. The Oregon City Urban Renewal Agency, a municipal corporation of the State of Oregon ("Agency"), intends to acquire an unimproved parcel of land in the City of Oregon City, County of Clackamas and State of Oregon commonly known as the "Red Soils Industrial Park." Agency intends to develop the Red Soils Industrial Park for various light industrial uses.

B. The Red Soils Industrial Park is located to the west of Molalla Avenue in Oregon City, Oregon. Agency and City intend to connect the Red Soils Industrial Park to Molalla Avenue by way of a new road commonly known as the "Red Soils Access Road." Not all of the land necessary for the Red Soils Access Road has been dedicated and/or developed.

C. Owner owns a parcel of land adjacent to the Red Soils Industrial Park and just to the south of the Red Soils Access Road ("Randall Parcel"). Randall intends to develop the Randall Parcel and desires to do so if the Red Soils Access Road is developed. City is willing to develop the Red Soils Access Road provided that Randall develops the Randall Parcel and provided that Owner grants to City the necessary easements to accommodate development of the Red Soils Access Road. Owner has already dedicated the necessary land for such purposes.

D. The purpose of this Agreement is to specify the steps to be taken by each of the parties to complete the development of the Red Soils Access Road, to complete the development of the Randall Parcel and to allocate some of the costs associated therewith.

NOW, THEREFORE, based upon the foregoing Recitals, and the mutual covenants hereinafter set forth, City, Randall and Owner agree as follows:

### AGREEMENT

1. **Red Soils Street Utility Easement.** Owner hereby agrees to execute and deliver to City a utility easement ("Easement") in the form marked Exhibit 1, attached hereto and by reference incorporated herein. The Easement shall be executed and delivered within five (5) days following the date of this Agreement. Randall shall be responsible for paying the cost of recording the Easement. Randall represents and warrants to City, as described in the



Easement, that the land across which the Easement runs ("Serviant Estate") is free and clear of all liens and encumbrances except those appearing of record.

2. **Improvement to Red Soils Access Road.** City hereby agrees, following execution, delivery and recording of the Easement referred to in paragraph 1 above, to improve the Red Soils Access Road in the manner specified in Exhibit 2, attached hereto and by reference incorporated herein. City agrees to improve the Red Soils Access Road no later than twelve (12) months following the signing of this Agreement. If the City fails to substantially complete construction of the Red Soils Access Road within the twelve (12) month period, then City agrees to execute a revocation of easement, in favor of Owner, revoking and releasing all of City's rights in the Easement and to execute and deliver a special statutory warranty deed conveying to Owner all of City's rights in the land originally dedicated by Owner as referenced in Recital C above.

3. **Development of Randall Parcel.** Randall agrees to cause the Randall Parcel to be developed in general conformance with the conceptual plans marked Exhibit 3, attached hereto and by reference incorporated herein. Randall agrees to obtain a building permit and commence construction of at least the first phase of such development no later than twelve (12) months following the signing of this Agreement. As specified in paragraph 2 above, City has agreed to develop the Red Soils Access Road. If Randall fails to comply with the time limits set forth in this paragraph 3, time being of the essence hereof, then City shall have the option to charge Randall and Owner, and Randall and Owner agree to pay, the actual cost of improving the Red Soils Access Road, prorated based upon Randall's frontage on the south side of road, either by direct assessment against Randall and Owner or by the formation of an advanced financing district under Oregon City Ordinance No. 86-1000 as it now exists or is hereafter amended; provided, however, that Owner and Randall shall be entitled to a credit against such actual cost in an amount equal to the value of the land dedicated by Owner as referenced in Recital C above. The value of such land shall be determined by taking the tax assessed value of the Randall Parcel (as unimproved land) as of January 1, 1991, then dividing such assessed value by the number of square feet in the Randall Parcel and then multiplying the product thereof times the number of square feet of dedicated land. City shall also be entitled to bring legal action directly against Randall for the recovery of such costs if such time limits are not met. If Randall discontinues development of the Randall Parcel, following an initial commencement of construction, City shall, furthermore, be entitled to concurrently discontinue its improvement of the Red Soils Access Road for a like period of time.

4. **Cost to Improve Red Soils Access Road.** Subject to paragraph 3 above, City shall be entitled to allocate the cost for improvement of the Red Soils Access Road in such manner as the law may allow.

5. **Arbitration of Disputes.** The parties recognize and acknowledge that this Agreement sets forth a procedure for dedication, improvement and development of the Red Soils Access Road and the Randall Parcel and that some of the details are not yet known to the parties, such as the actual cost of the street construction activities, the possible actions of third parties to hinder and delay such construction activities and certain design and construction requirements relating to improvement of the Red Soils Access Road. The parties therefore intend to develop and adopt a very broad form of arbitration provision to allow for a prompt, inexpensive and fair resolution of any and all disputes arising directly or indirectly out of this Agreement other than disputes regarding breach of covenants in the Easement, which dispute shall not be deemed to be within the scope of this arbitration clause. In the event of any dispute or controversy arising directly or indirectly out of this Agreement, except as noted above, either party may submit such dispute or controversy to binding arbitration.

6. **Arbitration Procedure.** Arbitration shall mean the following procedure: The party requesting arbitration, by written notice given within thirty (30) days after the date of the event which requires or permits such procedure, shall propose and unilaterally approve a Qualified Arbitrator (as hereinafter defined). The other party, by written notice given within fifteen (15) days after receipt of such written notice appointing the first Qualified Arbitrator, may appoint a second Qualified Arbitrator. If the other party fails to appoint the second Qualified Arbitrator within the aforesaid fifteen (15) day period, the matter requiring arbitration shall be determined by the first Qualified Arbitrator. If a second Qualified Arbitrator is appointed within the aforesaid fifteen (15) day period and the two Qualified Arbitrators so named cannot agree upon a third Qualified Arbitrator within fifteen (15) days of the designation of the second such arbitrator then such appointment shall be made by any judge of the Clackamas County Circuit or District Court in the state of Oregon. In the event that any arbitrator appointed hereunder does not or is unable to perform his or her obligations hereunder, then the party or the court, whoever made the original selection, shall have the right to propose and unilaterally approve a substitute Qualified Arbitrator, but if any party which had the right to appoint a substitute Qualified Arbitrator fails to do so within ten (10) days after written notice from the other party, either party may, upon written notice to the party having the right to appoint a substitute Qualified Arbitrator, request that such appointment be made by such court of competent jurisdiction as described above; provided, however, that a party who has the right to appoint an arbitrator or a substitute arbitrator shall have the right to make such appointment only up until the time such appointment is made by such court.

In the event that all of the arbitrators cannot agree upon the matter to be decided within twenty (20) days following the

selection of the third arbitrator, each arbitrator shall, within ten (10) days thereafter, submit his or her decision on the matter to be decided and a decision of two of the three arbitrators shall be binding upon both parties. If two of the three arbitrators are unable to agree upon a decision, then the decision of the third arbitrator (as appointed by the first two arbitrators) shall be binding and conclusive upon the parties.

The cost of the arbitration, including the fee for the arbitrator(s), the out-of-pocket expenses such as photocopy charges, long distance telephone charges, certified copy expenses, discovery deposition costs, including appearance fees and transcript fees and similar costs, as well as the reasonable attorney fees of both parties shall be paid by the non-prevailing party in the arbitration proceeding as determined by the arbitrator(s). The situs of any arbitration proceeding shall be in Clackamas County, Oregon, and any decision of the arbitrator(s) may be entered as a judgment in the appropriate Circuit or District court (depending upon jurisdictional limit) in such County.

For the purpose of this Agreement, a Qualified Arbitrator shall mean an individual who has had at least five (5) years experience in the area relating to the subject matter of the arbitration proceeding. For example, if the matter is a construction dispute, then the Qualified Arbitrator must be a contractor, developer or other person having suitable experience. Any Qualified Arbitrator must be independent and not related, directly or indirectly, to the party appointing such Qualified Arbitrator.

7. **Force Majeure Clause.** City shall not be responsible for any delays caused by strike, fire, flood, or, without limiting the foregoing, any other causes beyond the control of City. Nor shall City be liable for any delay or inability to construct the road improvement project because of a scarcity of the basic elements needed for the construction, or because of any governmental restriction whatsoever.

8. **Notices.** All notices, demands, requests, consents and approvals which may, or are required to, be given by any party to any other party hereunder shall be in writing and shall be deemed given upon receipt, if delivered personally, or upon the earlier of receipt or forty-eight (48) hours after deposit in the United States mail, if sent by registered or certified mail, return receipt requested, postpaid to:

City: Mr. Charles Leeson  
City of Oregon City  
320 Warner Milne Road  
Oregon City, Oregon 97045

With a copy by regular mail to:

Randall B. Bateman, Esq.  
Preston Thorgrimson Shidler Gates & Ellis  
3200 U.S. Bancorp Tower  
111 S.W. Fifth Avenue  
Portland, Oregon 97204-3635

Randall: Robert Randall Company  
Kristin Square  
9500 S.W. Barbur Boulevard, Suite 300  
Portland, Oregon 97219  
Attention: Mr. Ron Koos  
Project Development Manager

Owner: Robert D. Randall  
Shirley M. Chuck  
c/o Robert Randall Company  
Kristin Square  
9500 S.W. Barbur Boulevard, Suite 300  
Portland, Oregon 97219

or to such other addresses as either party may from time to time designate in writing and delivered in a like manner.

9. **Amendment, Waiver.** No modification, termination, or amendment of this Agreement may be made except by written agreement or as otherwise may be provided in this Agreement. No failure by either party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any party hereto, by notice and only by notice as provided immediately above, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. All of the terms, provisions and conditions of this Agreement shall inure to the benefit of and be enforceable by City's, Randall's and Owner's respective successors and assigns.

10. **Survival.** All provisions of this Agreement which involve obligations, duties or rights which have not been determined or ascertained as of the date of recording of the Easement and all representations, warranties and indemnifications made in or to be made pursuant to this Agreement shall be deemed to survive the recording of the Easement and shall be enforceable in accordance with their terms.

11. **Captions.** The captions of this Agreement are for convenience of reference only and in no way define, limit or

describe the scope or intent of this Agreement.

12. **Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between City, Randall and Owner. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

13. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. **Merger of Prior Agreements.** This Agreement and the exhibits hereto constitute the entire Agreement between the parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

15. **Further Acts.** Each party shall, at the request of the other, execute, acknowledge (if appropriate) and deliver whatever additional documents, and do such other acts, as may be reasonably required in order to accomplish the intent and purposes of this Agreement.

16. **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

17. **Governing Law.** This Agreement and the rights of the parties hereunder shall be governed and construed in accordance with the laws of the state of Oregon.

18. **Authority.** The parties signing below represent and warrant that they have the requisite authority to bind the entities on whose behalf they are signing.

IN WITNESS WHEREOF, the parties have executed this Agreement with the intent that it be effective as of the date first above written.

ROBERT RANDALL COMPANY

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

\_\_\_\_\_  
Robert D. Randall

\_\_\_\_\_  
Shirley M. Chuck

OREGON CITY, a municipal corporation  
of the State of Oregon

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

By: \_\_\_\_\_  
City Recorder

STATE OF OREGON                    )  
                                      ) ss.  
County of Clackamas                )

This foregoing instrument was acknowledged before me this  
\_\_\_\_ day of June, 1991, by \_\_\_\_\_, as \_\_\_\_\_  
of the Robert Randall Company, an Oregon corporation.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires: \_\_\_\_\_

STATE OF OREGON                    )  
                                      ) ss.  
County of Clackamas                )

This foregoing instrument was acknowledged before me this  
\_\_\_\_ day of June, 1991, by \_\_\_\_\_, as Mayor of  
the City of Oregon City, Oregon, and by \_\_\_\_\_, as  
Recorder of the City of Oregon City, Oregon, both on behalf of the  
City of Oregon City, Oregon.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires: \_\_\_\_\_

STATE OF OREGON                    )  
                                      ) ss.  
County of Clackamas                )

\_\_\_\_\_ This foregoing instrument was acknowledged before me this  
\_\_\_\_\_ day of June, 1991, by Robert D. Randall.

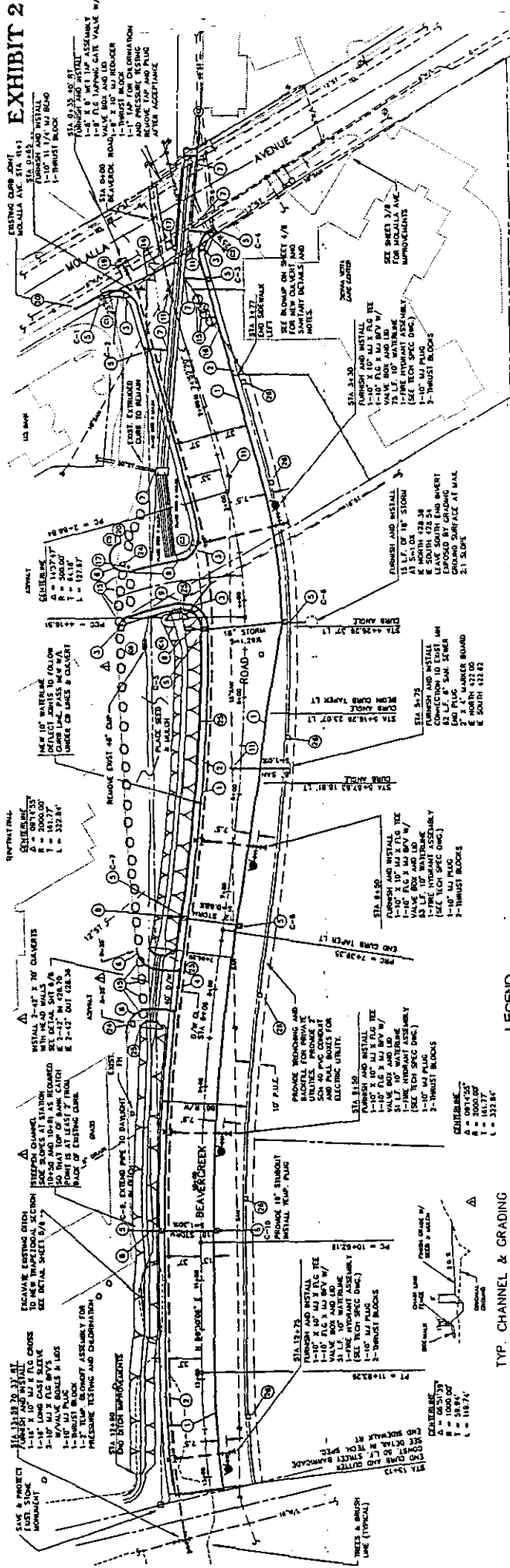
\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires: \_\_\_\_\_

STATE OF OREGON                    )  
                                      ) ss.  
County of Clackamas                )

\_\_\_\_\_ This foregoing instrument was acknowledged before me this  
\_\_\_\_\_ day of June, 1991, by Shirley M. Chuck.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires: \_\_\_\_\_

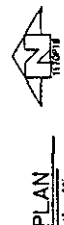
## EXHIBIT 2



SECTION STA 4+50 TO 7+50

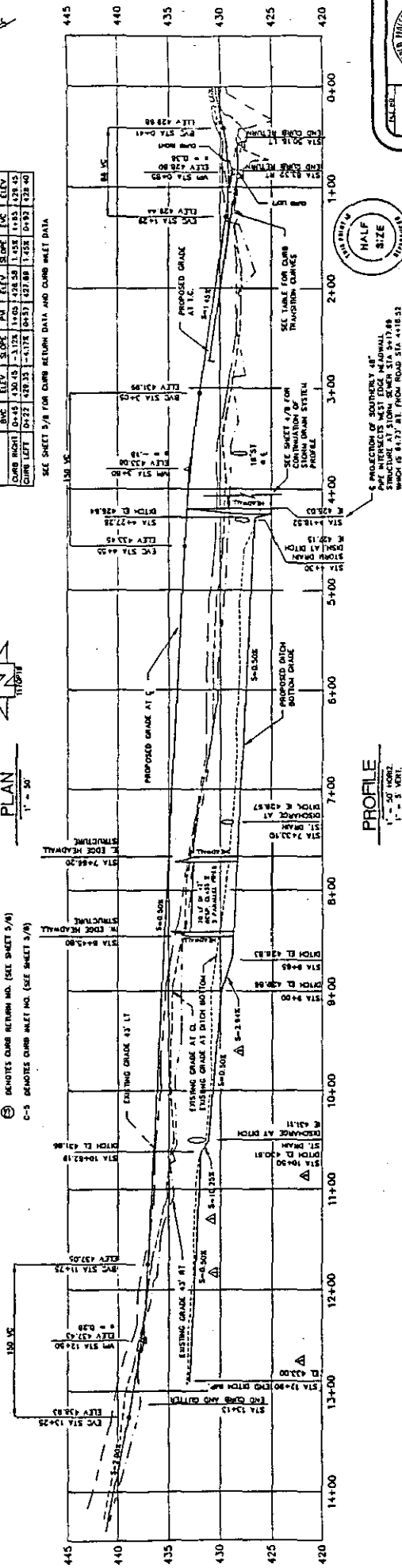
CURB TRANSITION VERTICAL CURVE TABLE								
	BVC	ELFV	SLOPE	PM	ELFV	SLOPE	PVC	ELFV
CURB RIGHT	0+45	430.45	-1.12%	1+05	428.50	1.45%	1+85	428.45
CURB LEFT	0+22	429.35	-1.17%	0+57	427.00	1.45%	0+92	428.40

SEE SHEET 2/0 FOR CURVE RETURN DATA AND CURVE INFLU DATA



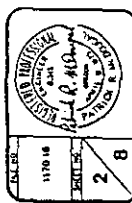
## LEGEND

- ① DENOTES CONSTRUCTION NOTE NO. (SEE SHEET 8/9)  
 ② DENOTES CURB RETURN NO. (SEE SHEET 5/6)  
 3-5 DENOTES CURB INLET NO. (SEE SHEET 3/6)



PROJECTION OF SOUTHERLY 48"  
PIPE INTERSECTS WEST EDGE HEADWALL  
STRUCTURE AT STORM SEWER STA 5+17.89  
WHICH IS 64.73 FT. FROM ROAD STA 4+18.52

PROFILE  
1" = 50' HORIZ.  
1" = 5' VERT.



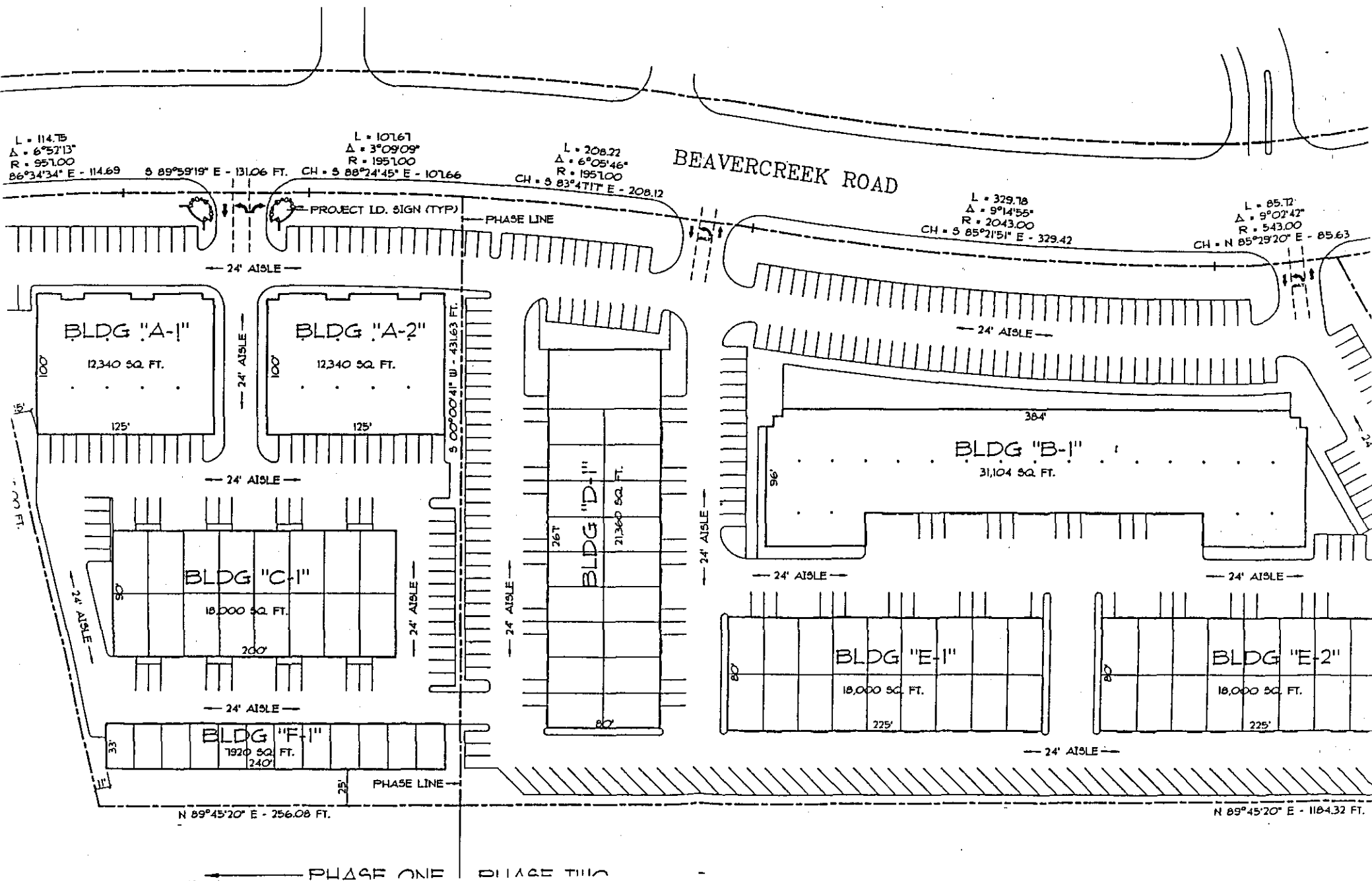
**LEE ENGINEERING, INC.**  
CONSULTING ENGINEERS  
OREGON CITY, OREGON

BEAVERCREEK ROAD - PLAN AND PROFILE  
STA 0+00 TO STA 13+25

CITY OF OREGON CITY  
RED SOILS PROJECT, PHASE 1

DATE	MO.	REVISION	BY	DATE	BY	DATE
6/1/81	1	STOCK WITH STRAIN ADJUSTMENT AND PEOPLE REVISION & WGT.	17	8/1/82	AS SHOWN	MAY 1981





PUBLIC UTILITY - (Electrical, etc)  
1991

(2)

Red Soils - Phase I

Robert D. Randall/Shirley M. Chuck

3-2E-5C 401

DOCA# 91-36013

(purple)

P9	Item
1413	5

Env. 191