

CITY OF OREGON CITY

Incorporated 1844

Return:

Community Development
P.O. Box 351
Oregon City, OR 97045-0021
503-657-0891

RE: CLAIMONT MOBILE HOME PARK
SANITARY SEWER EASEMENT
WATER LINE EASEMENT
CLARIFICATION POINTS

TO WHOM IT MAY CONCERN:

A survey of the Clairmont Mobile Home Park (legal description attached hereto as Exhibit "A") reveals that the public sanitary sewer easement, and the water line easement crosses the mobile home park property, and that a portion of several mobile homes are sited over the easements.

The placement of homes shall continue to be permitted, and if necessary, removal and replacement of other units on the affected spaces will also be permitted. Should it become necessary to perform repairs on the lines, and it is not possible to accomplish the work without disturbing the unit(s), the mobile home park owner shall be responsible for removal and replacement of the unit(s) to allow the necessary repair work to be accomplished.

Issued this 24th day of August, 1995.

Authorized By:

City of Oregon City

By: Neal Robinson

Print Name and Title:

NEAL ROBINSON
SENIOR ENGINEER

STATE OF OREGON)

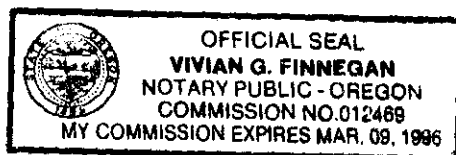
)ss.

COUNTY OF CLACKAMAS)

This instrument was acknowledged before me on August 24, 1995

by Neal Robinson

Vivian G. Finnegan
Notary Public for Oregon

My Commission Expires 2-09-96

END OF THE OREGON TRAIL-BEGINNING OF OREGON HISTORY

95 54307

FIDELITY NATIONAL TITLE 618249-111

EXHIBIT A

PARCEL I:

A tract of land in the S. N. Vance Donation Land Claim in Sections 5 and 8, Township 3 South, Range 2 East of the Willamette Meridian in Clackamas County, Oregon, described as follows:

BEGINNING at the Northwest corner of the S. N. Vance Donation Land Claim; thence North $89^{\circ}12'30''$ East along the North line of said claim, 2695.59 feet to a point from which an iron rod bears South $13^{\circ}17'$ East, 30.72 feet; thence South $13^{\circ}17'$ East (called South $12^{\circ}45'$ East in earlier deeds), 1007.94 feet to a marked stone at the Northwest corner of a tract conveyed to Hi-Line Construction Co., Inc., a Washington corporation, by deed recorded May 1, 1968 as Recorder's Fee No. 78-8117, Clackamas County Records; thence continuing South $13^{\circ}17'$ East following the West line of said Hi-Line Construction Co., Inc. tract, 535.0 feet to an iron rod at the Southwest corner of said Hi-Line tract and the true point of beginning; thence North $89^{\circ}10'29''$ East along the Southerly line of said Hi-Line Construction Co., Inc. tract, a distance of 1062.36 feet; thence South $30^{\circ}11'30''$ East, 778.26 feet to a point on the Northerly line of Clairmont Way; thence along said Northerly line of Clairmont Way South $45^{\circ}24'34''$ West, 972.05 feet to the Southwesterly line of a tract described in contract of sale to Hi-Line Construction Inc., recorded July 31, 1961, in Book 31, Page 791, Clackamas County Miscellaneous Records; thence North $46^{\circ}54'02''$ West, 781.64 feet along said Southwesterly line to the South corner of the John Meyers tract, described in Book "P", Page 76, Clackamas County Deed Records; thence North $13^{\circ}18'52''$ West, 827.98 feet to the true point of beginning.

PARCEL II:

BEGINNING at the Southwesterly corner of the parcel first described above; thence South $46^{\circ}54'02''$ East to an iron rod on the Southerly right of way line of said Clairmont Way; thence North $45^{\circ}24'34''$ East along said right of way line, 298.15 feet to the true point of beginning; thence South $44^{\circ}35'26''$ East, 125.0 feet; thence North $45^{\circ}24'34''$ East, 196.0 feet; thence North $44^{\circ}35'26''$ West, 125.0 feet to a point on the above-mentioned right of way line; thence South $45^{\circ}24'34''$ West along said right of way line, 196.0 feet to the true point of beginning.

STATE OF OREGON } ss.
County of Clackamas }
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

95 SEP -7 AM 11:14

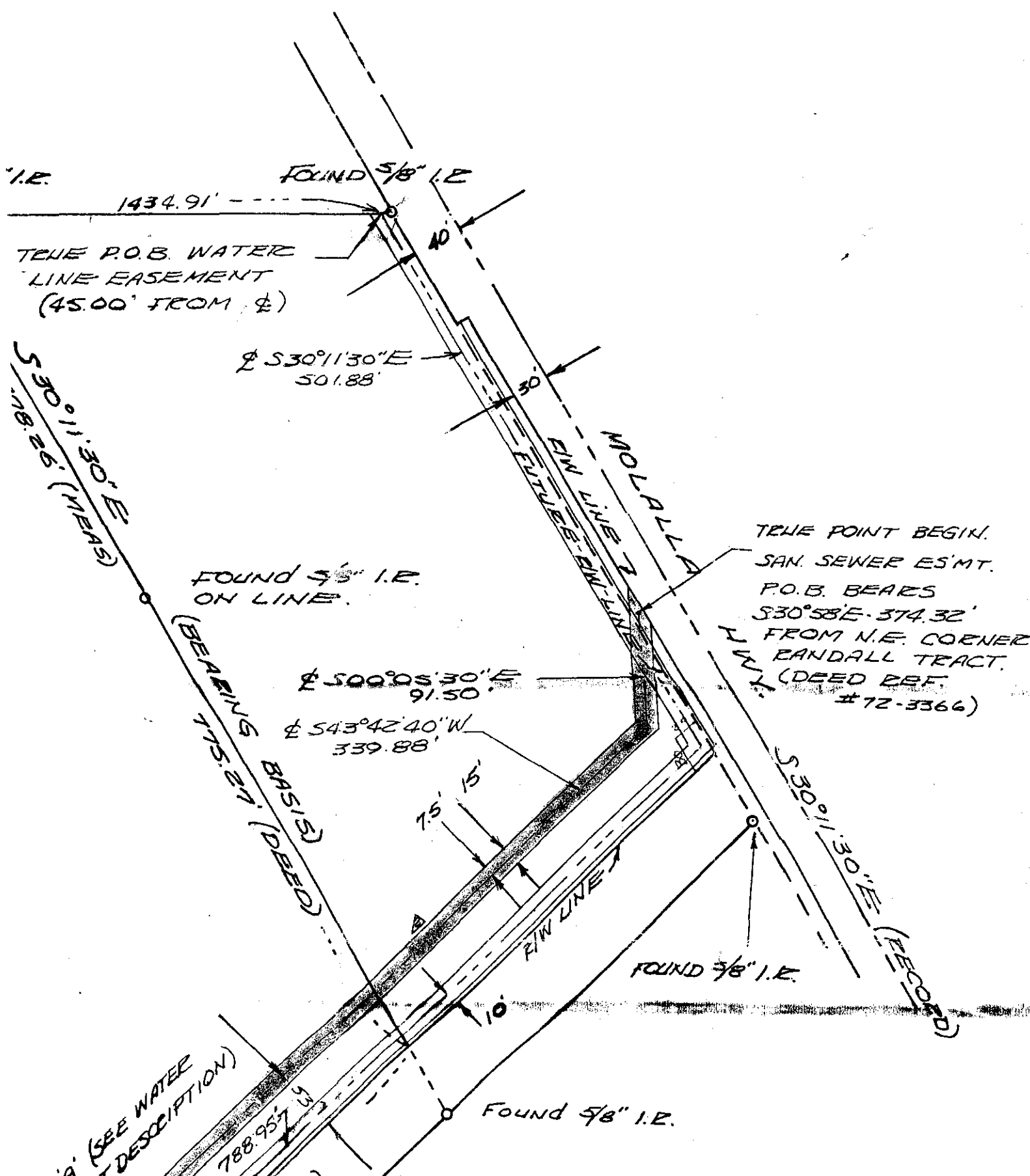


Witness my hand and seal affixed

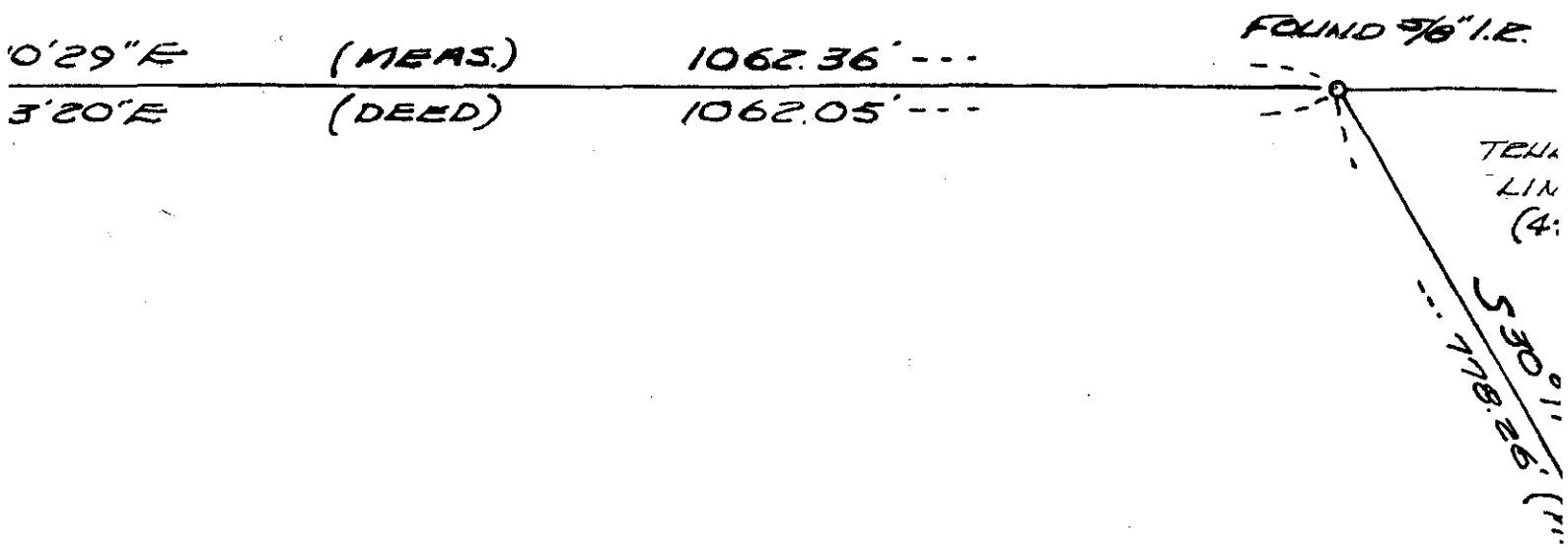
John Kauffman
JOHN KAUFFMAN
County Clerk

Recording Certificate
CCP-R4 (Rev. 6/91)

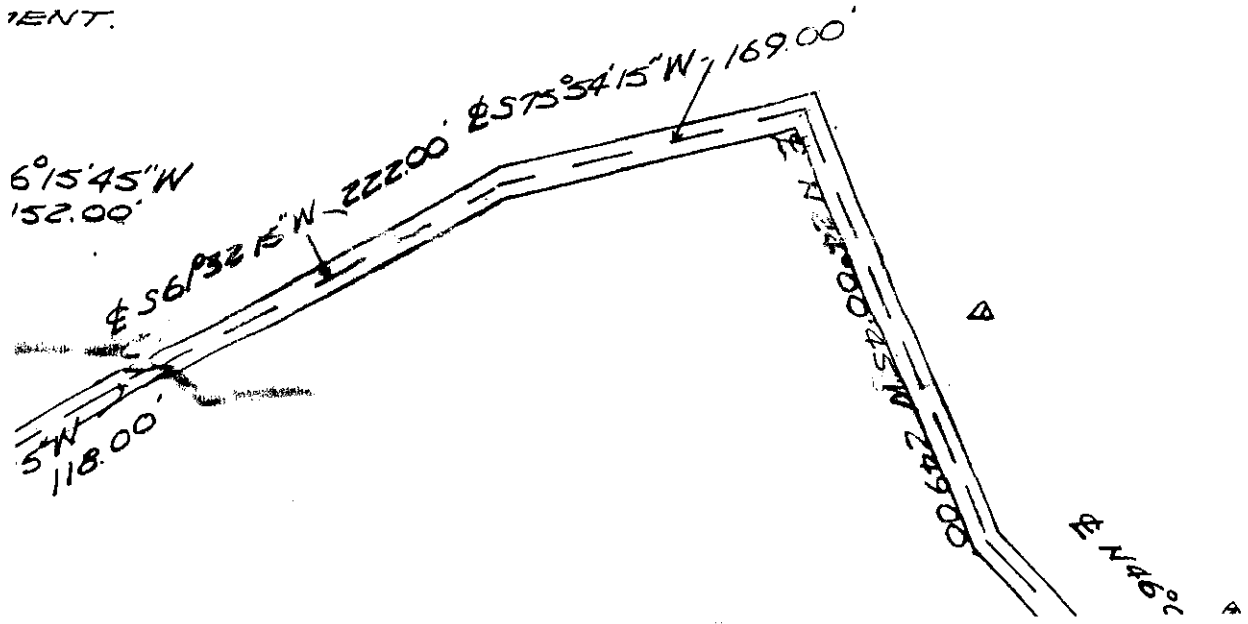
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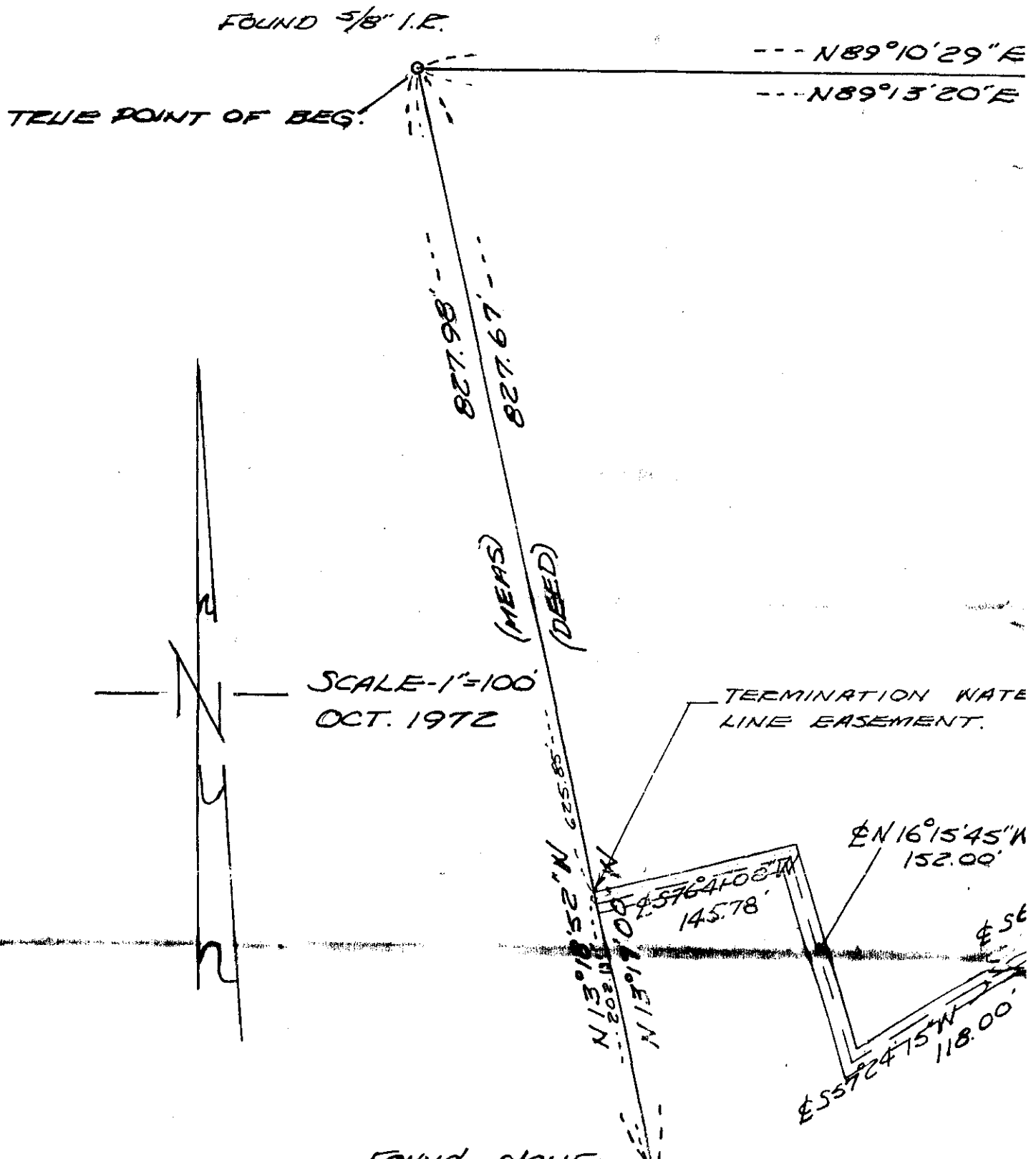
KEY & EASEMENT LOCATION

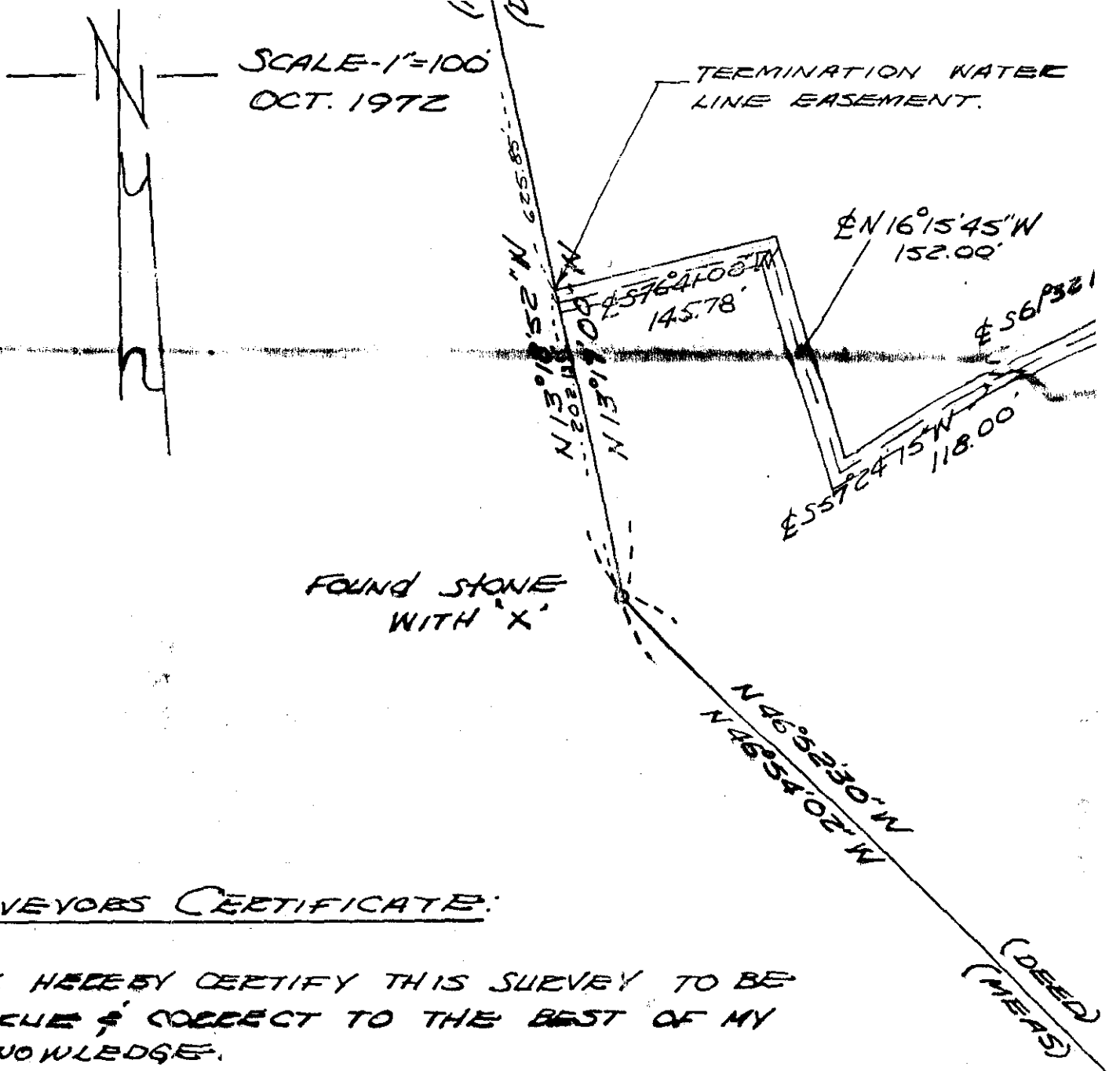


N WATER
MENT.



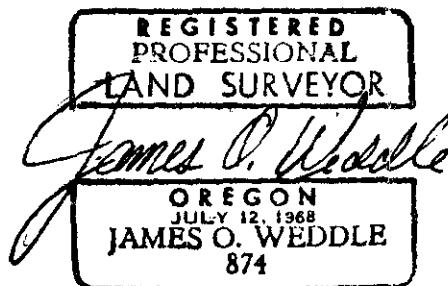
BOUNDARY SURVEY

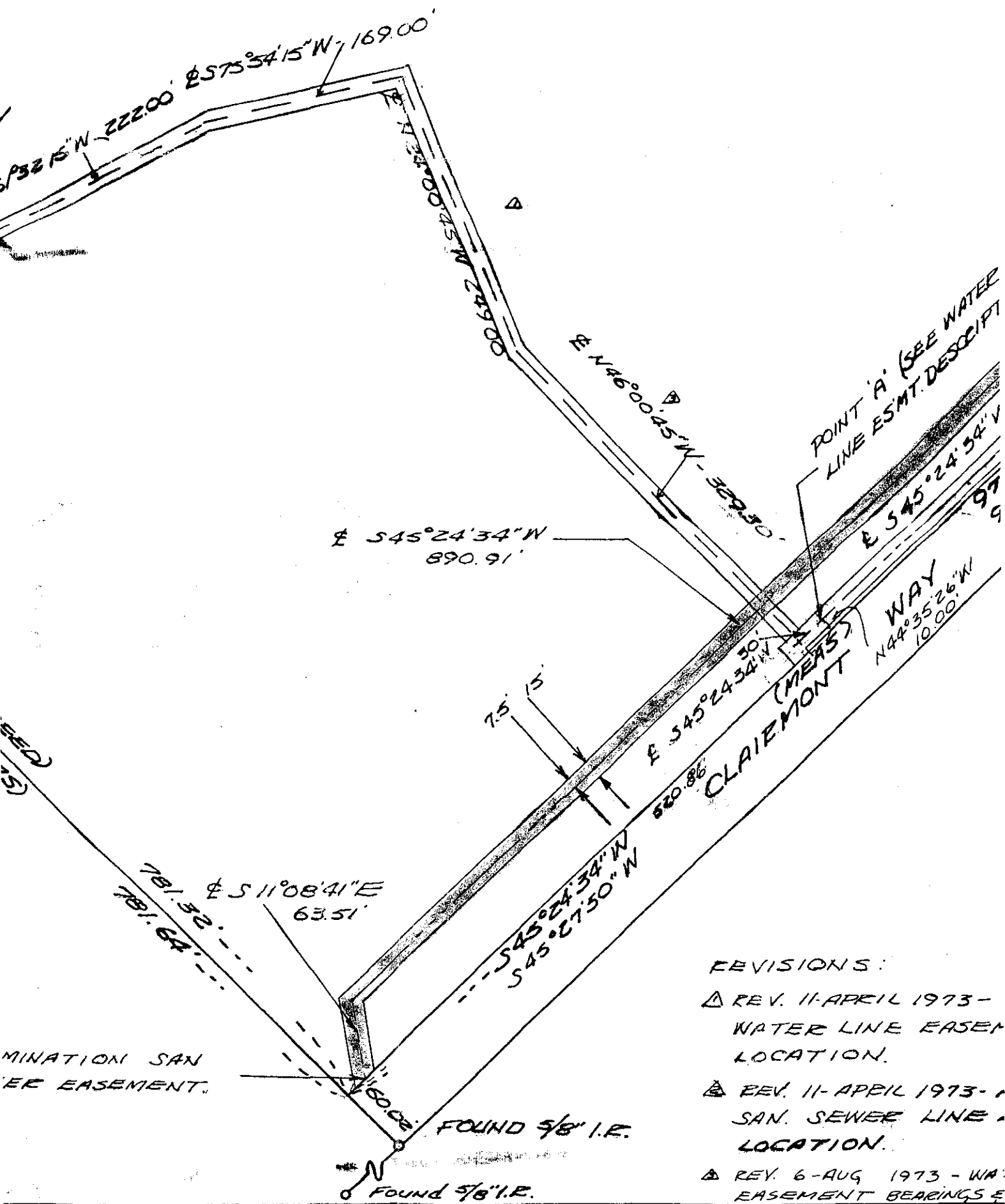




SURVEYORS CERTIFICATE:

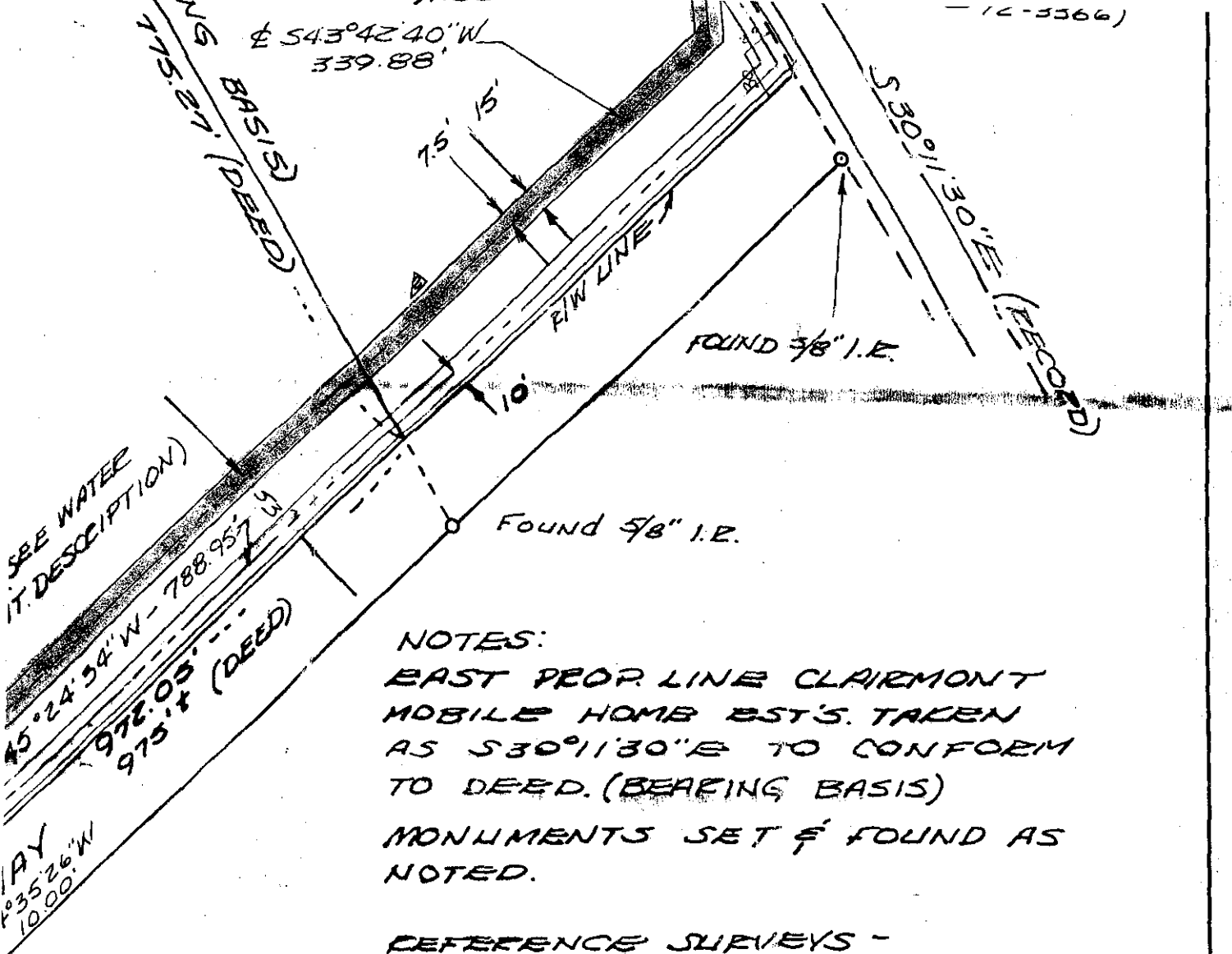
I HEREBY CERTIFY THIS SURVEY TO BE
TRUE & CORRECT TO THE BEST OF MY
KNOWLEDGE.
NO ENCROACHMENTS WERE ENCOUNTERED.





REVISIONS:

- Δ REV. 11-APRIL 1973 - WATER LINE EASEMENT LOCATION.
- Δ REV. 11-APRIL 1973 - SAN. SEWER LINE LOCATION.
- Δ REV. 6-AUG 1973 - WATER EASEMENT BEARINGS &



NOTES:
 EAST PROP LINE CLAIRMONT
 MOBILE HOME EST'S. TAKEN
 AS S 30° 11' 30" E TO CONFORM
 TO DEED. (BEARING BASIS)
 MONUMENTS SET & FOUND AS
 NOTED.

REFERENCE SURVEYS -
 P.S. 1944 & CORRECTION SURVEY
 SUPPLEMENT BY BEET MASON JR.
 DEED REFERENCE # 12-3366

SURVEYED BY:
 JIM WEDDLE & ASSOC.
 1750 S.W. SKYLINE BLVD.
 PORTLAND, OREGON
 292-8083

RECEIVED
 AUG 24 1973
 CITY OF PORTLAND
 CITY ENGINEER

1973 - ADD
 EASEMENT

1973 - ADD
 LINE EASEMENT

1973 - WATER LINE
 BEARINGS & DIST'S.

RANDALL CONSTRUCTION CO.

SCALE: NOTED.

APPROVED BY

DRAWN BY J.W.

DATE: NOTED.

SURVEY OF A TRACT OF LAND IN S.W. VANCE D.L.C.
 SEC 5 & 8, T35, R2E, W.M., OREGON CITY,

CLATSOP COUNTY, OREGON.

DRAWING NUMBER

1-590-21

APR 1 1973

CITY RECORDER

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 9th day of April, 1973, by and between RANDALL CONSTRUCTION CO., INC. hereinafter called the first party, and CITY OF OREGON CITY hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in CLACKAMAS County, State of Oregon, to-wit:

A tract of land in the S. N. Vance Donation Land Claim in Sections 5 and 8, T 3 S., R 2 E., of the W.M., County of Clackamas, State of Oregon, further described as follows:

Beginning at the northwest corner of the S. N. Vance Donation Land Claim; thence North $89^{\circ} 12' 30''$ East along the north line of said claim, 2595.59 feet to a point from which an iron rod bears South $13^{\circ} 17'$ East 30.72 feet; thence South $13^{\circ} 17'$ East (called South $12^{\circ} 45'$ East in earlier deeds) a distance of 1007.94 feet to a marked stone at the Northwest corner of a tract of land conveyed to Hi-Line Construction Co., Inc. a Washington corporation by deed recorded May 1, 1968, Fee No. 68 8117, Deed Records; thence continuing South $13^{\circ} 17'$ East following the south boundary line of said Hi-Line Construction Co., Inc. tract a distance of 535.0 feet to an iron rod at the southwest corner of said Hi-Line Tract and the true point of beginning of the tract to be described herein; thence North $89^{\circ} 13' 20''$ East following the south boundary line of said Hi-Line Construction Co., Inc. tract a distance of 1440.88 feet to an iron rod; thence continuing North $89^{\circ} 13' 20''$ East 0.2 feet, more or less, to the westerly line of the Oregon City-Molalla Highway; thence tracing said Westerly line South $30^{\circ} 11' 30''$ East 105.0 feet, more or less, to an angle corner in said Westerly line and North $59^{\circ} 48' 30''$ East 10 feet; and South $30^{\circ} 11' 30''$ East 590 feet, more or less, to the southeast line of a Portland General Electric power line easement described in Book 615, page 753, Deed Records of Clackamas County; thence leaving the Westerly line of the highway and tracing the southeast line of the easement South $45^{\circ} 27' 50''$ West a distance of 1268.14 feet to a point in the southwesterly boundary line of a tract of land described in Contract to Hi-Line Construction Co., Inc. recorded July 31, 1961, in Book 31, page 791, Miscellaneous Records; thence North $46^{\circ} 52' 30''$ West along said southwest line 966.47 feet to the south corner of the John Meyers tract described in Deed Book P, page 76, and called South 442.4 feet and West 731.6 feet from the one-quarter corner on the south line of Section 5 in some deeds; thence North $13^{\circ} 17'$ West 827.67 feet to the true point of beginning.

73 31832

branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

The second party hereby agrees to hold and save the first party harmless from any and all claims of third parties arising from second party's use of the rights herein granted.

The easement described above shall continue for a period of Perpetual, always subject, however, to the following specific conditions, restrictions and considerations:

If this easement is for a right of way over or across first party's said real estate, the center line of said

Reported By
Pioneer National
Life Insurance Company

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest as well.

In construing this agreement and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this, the day and year first hereinabove written.


ROBERT D. RANDALL, PRESIDENT
RANDALL CONSTRUCTION CO., INC.

(If the above named first party is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF OREGON,)

County of _____) ss.

_____, 19____.

Personally appeared the above named _____

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

Before me:

(OFFICIAL
SEAL)

Notary Public for Oregon

My commission expires:

STATE OF OREGON, County of MULTNOMAH) ss.
April 9, 1973

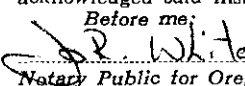
Personally appeared ROBERT D. RANDALL _____ and

_____, 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

RANDALL CONSTRUCTION CO., INC.

_____, a corporation,
and that the seal affixed to the foregoing instrument is the corporate seal
of said corporation and that said 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

(OFFICIAL
SEAL)

My commission expires: 3-25-77

AGREEMENT FOR EASEMENT

(FORM No. 926)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BETWEEN

RANDALL CONSTRUCTION CO., INC.

RECEIVED

NOV 13 1973

STATE OF OREGON,)
County of Clackamas,) CITY RECORDER
CITY OF OREGON CITY

I, George D. Poppen, County Clerk, Ex-Officio
Recorder of Conveyances and Ex-Officio Clerk
of the Circuit Court of the State of Oregon, for
the County of Clackamas, do hereby certify that
the within instrument of writing was received for
and recorded in the records of said county at

973 OCT 5 PM 4 16
DEED
73 31832



Deputy.

AFTER RECORDING RETURN TO

Randall Construction Co., Inc.
4242 S. E. Milwaukie Ave.
Portland, Oregon 97202

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this _____ day of September, 1973,
 by and between RANDALL CONSTRUCTION CO., INC.
 hereinafter called the first party, and CITY OF OREGON CITY
 hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in CLACKAMAS
 County, State of Oregon, to-wit:

A tract of land in the S. N. Vance Donation Land Claim in Sections 5 and 6,
 T 3 S., R 2 E., of the W.M., County of Clackamas, State of Oregon, further described
 as follows:

Beginning at the northwest corner of the S. N. Vance Donation Land Claim;
 thence North $89^{\circ} 12' 30''$ East along the north line of said claim, 2695.59
 feet to a point from which an iron rod bears South $13^{\circ} 17'$ East 30.72 feet;
 thence South $13^{\circ} 17'$ East (called South $12^{\circ} 45'$ East in earlier deeds) a
 distance of 1007.94 feet to a marked stone at the Northwest corner of a
 tract of land conveyed to Hi-Line Construction Co., Inc. a Washington
 corporation by deed recorded May 1, 1968, Fee No. 68 8117, Deed Records;
 thence continuing South $13^{\circ} 17'$ East following the south boundary line of
 said Hi-Line Construction Co., Inc. tract a distance of 535.0 feet to an
 iron rod at the southwest corner of said Hi-Line Tract and the true point
 of beginning of the tract to be described herein; thence North $89^{\circ} 13' 20''$
 East following the south boundary line of said Hi-Line Construction Co., Inc.
 tract a distance of 1440.88 feet to an iron rod; thence continuing North
 $89^{\circ} 13' 20''$ East 0.2 feet, more or less, to the westerly line of the Oregon
 City-Molalla Highway; thence tracing said Westerly line South $30^{\circ} 11' 30''$
 East 105.0 feet, more or less, to an angle corner in said Westerly line and
 North $59^{\circ} 48' 30''$ East 10 feet; and South $30^{\circ} 11' 30''$ East 590 feet, more
 or less, to the southeast line of a Portland General Electric power line
 easement described in Book 615, page 753, Deed Records of Clackamas County;
 thence leaving the Westerly line of the highway and tracing the southeast
 line of the easement South $45^{\circ} 27' 50''$ West a distance of 1268.14 feet to a
 point in the southwesterly boundary line of a tract of land described in
 Contract to Hi-Line Construction Co., Inc. recorded July 21, 1961, in Book
 31, page 791, Miscellaneous Records; thence North $46^{\circ} 52' 30''$ West along
 said southwest line 966.47 feet to the south corner of the John Meyers tract
 described in Deed Book P, page 76, and called South 442.4 feet and West 731.6
 feet from the one-quarter corner on the south line of Section 5 in some deeds;
 thence North $13^{\circ} 17'$ West 827.67 feet to the true point of beginning.

73 31831

branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of
 the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above de-
 scribed real estate.

The second party hereby agrees to hold and save the first party harmless from any and all claims of
 third parties arising from second party's use of the rights herein granted.

The easement described above shall continue for a period of Perpetual, always subject,
 however, to the following specific conditions, restrictions and considerations:

If this easement is for a right of way over or across first party's said real estate, the center line of said
 easement is described as follows:

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest as well.

In construing this agreement and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this, the day and year first hereinabove written.


ROBERT D. RANDALL, President
RANDALL CONSTRUCTION CO., INC.

(If the above named first party is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF OREGON, }
County of } ss.
19

Personally appeared the above named

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

Before me:

(OFFICIAL
SEAL)

Notary Public for Oregon

My commission expires:

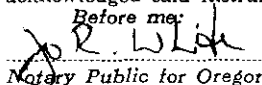
STATE OF OREGON, County of Multnomah) ss.
September 1973

Personally appeared Robert D. Randall 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
RANDALL CONSTRUCTION CO., INC., a corporation,
and that the seal attixed to the foregoing instrument is the corporate seal
of said corporation and that said 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: 10/4/73

(OFFICIAL
SEAL)

AGREEMENT FOR EASEMENT

(FORM No. 926)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BETWEEN

RANDALL CONSTRUCTION CO., INC.

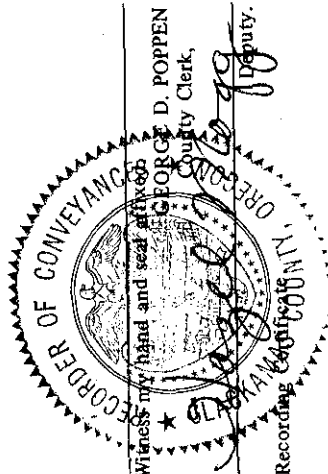
RECEIVED

NOV 13 1973

CITY RECORDER
CITY OF OREGON CITY }
STATE OF OREGON, } ss.
County of Clackamas,

I, George D. Poppen, County Clerk, Ex-Officio
Recorder of Conveyances and Ex-Officio Clerk
of the Circuit Court of the State of Oregon, for
the County of Clackamas, do hereby certify that
the within instrument of writing was received for
and recorded in the records of said county at

1973 OCT 5 PM 4 16
73 31831 DEED



AFTER RECORDING RETURN TO

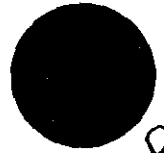
Randall Construction Co., Inc.
4242 S. E. Milwaukie Ave.
Portland, Oregon 97202

Clairmont Way

1973

3-2E-5C 400, 402, 403

CLAIRMONT MOBILE
HOME PARK



(PURPLE)

(LOCATED BEHIND APARTMENTS)

DOC# 73-31832

pg	item
1514	3

Env. 189