## Application for a Permit to Use

## **Ground Water**



Oregon Water Resources Department 725 Summer Street NE, Suite A Salem, Oregon 97301-1266 (503) 986-0900 www.wrd.state.or.us

## SECTION 1: APPLICANT INFORMATION AND SIGNATURE

pplicant Information  ME				PHONE (HM)
HONE (WK)	CEI	LL		FAX
DDRESS		_		
ITY	STATE	ZIP	E-MAIL	
Organization Information				
AME			PHONE	FAX
ITY OF GLADSTONE			503-557-2767	
DDRESS 25 PORTLAND AVENUE				CELL
ITY	STATE	ZIP	E-MAIL	·
LADSTONE	OR	97027	BOYCE@CI.GLADSTO	NE.OR.US
gent Information – The agent is authori	zed to repre	sent the app		
GENT / BUSINESS NAME .DAM SUSSMAN			PHONE 541-753-0745	FAX
DDRESS			341-733-0743	CELL
600 WESTERN BLVD, SUITE 240				RECEIVE
ITY	STATE	ZIP	E-MAIL	
ORVALLIS  Jote: Attach multiple copies as needed	OR	97333		FEB <b>2 3</b> 2012
<ul> <li>By my signature below I confirm that</li> <li>I am asking to use water specification of this application of I cannot use water legally untile.</li> <li>Oregon law requires that a per the use is exempt. Acceptance</li> <li>If I get a permit, I must not water use.</li> <li>If development of the water use.</li> <li>The water use must be compated to get water to which they are set to get water to which they are set.</li> </ul>	fically as divided will be based the Water mit be issured of this appasse water. See is not acceptable with least a permit, I	escribed in ed on informal Resource ed before dication do cording to local components may have	rmation provided in the solution of the permeters of the	a permit. on of any proposed well, unless ermit will be issued. nit, the permit can be cancelled.
	on contair	red in this	appl <u>ica</u> tion is true a	and accurate.
I (we) affirm that the informati	ion contain سر	ed in this	application is true	
	16	/a	application is true and the structure of	and accurate.  Z 7 7 1 2  Date
I (we) affirm that the informati	Print	Name and tit	Some	2,7.12

### **SECTION 2: PROPERTY OWNERSHIP**

convey	ed, and used.
⊠ Yes	<ul> <li>☑ There are no encumbrances.</li> <li>☐ This land is encumbered by easements, rights of way, roads or other encumbrances.</li> </ul>
□ No	<ul> <li>☐ I have a recorded easement or written authorization permitting access.</li> <li>☐ I do not currently have written authorization or easement permitting access.</li> <li>☐ Written authorization or an easement is not necessary, because the only affected lands I do not own are state-owned submersible lands, and this application is for irrigation and/or domestic use only (ORS 274.040).</li> <li>☐ Water is to be diverted, conveyed, and/or used only on federal lands.</li> </ul>
List the	e names and mailing addresses of all affected landowners (attach additional sheets if necessary).
<u>N/A</u>	

Please indicate if you own all the lands associated with the project from which the water is to be diverted,

### **SECTION 3: WELL DEVELOPMENT**

		IF LESS T	HAN 1 MILE:
WELL NO.	NAME OF NEAREST SURFACE WATER	DISTANCE TO NEAREST SURFACE WATER	ELEVATION CHANGE BETWEEN NEAREST SURFACE WATER AND WELL HEAD
1	Willamette River	Approximately 190 feet	Less than 10 feet

Please provide any information for your existing or proposed well(s) that you believe may be helpful in evaluating your application. For existing wells, describe any previous alteration(s) or repair(s) not documented in the attached well log or other materials (attach additional sheets if necessary).

The City believes the well log reflects the current status of the well.

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### **SECTION 3: WELL DEVELOPMENT, CONTINUED**

Source (aquifer), if known: young (Holocene) floodplain deposits of the Willamette River

Total maximum rate requested: 135 gpm (0.3 cfs) (each well will be evaluated at the maximum rate unless you indicate well-specific rates and annual volumes in the table below).

Complete the table below. If this is an existing well, the following information may be found on the applicable well log. (If a well log is available, please submit it in addition to completing the table.) If this is a proposed well, or well-modification, consider consulting with a licensed well driller, geologist, or certified water right examiner.

, , , , , , , , , , , , , , , , , , ,					0.03					PRO	POSED I	JSE	
OWNER'S WELL NAME OR NO.	PROPOSED	EXISTING	WELL ID (WELL TAG) NO.* OR WELL LOG ID**	FLOWING ARTESIAN	CASING DIAMETER	CASING INTERVALS (IN FEET)	PERFORATED OR SCREENED INTERVALS (IN FEET)	SEAL INTERVALS (IN FEET)	MOST RECENT STATIC WATER LEVEL & DATE (IN FEET)	SOURCE AQUIFER***	TOTAL WELL DEPTH	WELL- SPECIFIC RATE (GPM)	ANNUAL VOLUME (ACRE-FEET)
Meldrum Bar well		$\boxtimes$	CLAC 4414		10"	56	20	20	34 4/27/1961	young (Holocene) floodplain deposits of the Willamette River	64	135	Up to 217.8
												WA	
												TER R SALI	<b>7</b>
												ESOUI M, OF	CEIVE 23
												WATER RESOURCES DEPT SALEM, OREGON	RECEIVED FEB 23 2012
												DEPT	

<sup>\*</sup> Licensed drillers are required to attach a Department-supplied Well Tag, with a unique Well ID or Well Tag Number to all new or newly altered wells. Landowners can request a Well ID for existing wells that do not have one. The Well ID is intended to serve as a unique identification number for each well.

\*\*\* Source aquifer examples: Troutdale Formation, gravel and sand, alluvium, basalt, bedrock, etc.

Revised 3/4/2010 Ground Water/5 WR

<sup>\*\*</sup> A well log ID (e.g. MARI 1234) is assigned by the Department to each log in the agency's well log database. A separate well log is required for each subsequent alteration of the well.

### **SECTION 4: WATER USE**

USE	PERIOD OF USE	ANNUAL VOLUME (ACRE-FEET)
Municipal	Year-round	Up to 217.8
From t Uses: Please note that 16	5 000 gallons per day for single or group dor	nestic nurnoses and 5 000 gallons nor

**Exempt Uses:** Please note that 15,000 gallons per day for single or group **domestic** purposes and 5,000 gallons per day for a single **industrial or commercial** purpose are exempt from permitting requirements.

	r irrigation use only: case indicate the number of primary and supplemental acres to be irrigated (m	ust match map).
Pri	mary: Acres Supplemental: Acres	
Lis	st the Permit or Certificate number of the underlying primary water right(s): _	
Ind	licate the maximum total number of acre-feet you expect to use in an irrigation	on season:
•	If the use is municipal or quasi-municipal, attach Form M	
•	If the use is <b>domestic</b> , indicate the number of households:	
	If the use is <b>mining</b> , describe what is being mined and the method(s) of extra	raction:
SE	CTION 5: WATER MANAGEMENT	RECEIVED
A.	Diversion and Conveyance	FEB 23 2012
	What equipment will you use to pump water from your well(s)?  ⊠ Pump (give horsepower and type): Berkeley, 15 HP	WATER RESOURCES DEPT SALEM, OREGON
	☐ Other means (describe):	
	Provide a description of the proposed means of diversion, construction, and works and conveyance of water. Water will be diverted from the well and use the Meldrum Bar city park, including but not limited to irrigation, fire protestreet and equipment washing.	sed for municipal purposes at

## **B.** Application Method

What equipment and method of application will be used? (e.g., drip, wheel line, high-pressure sprinkler) N/A –application is for municipal purposes.

#### C. Conservation

Please describe why the amount of water requested is needed and measures you propose to: prevent waste; measure the amount of water diverted; prevent damage to aquatic life and riparian habitat; prevent the discharge of contaminated water to a surface stream; prevent adverse impact to public uses of affected surface waters.

As a member of the North Clackamas County Water Commission, Gladstone is currently participating in the development of a water management and conservation plan (WMCP) that will describe the various conservation measures that the City will implement.

## SECTION 6: STORAGE OF GROUND WATER IN A RESERVOIR

If you would like to store ground water in a reservoir this section for each reservoir). $N/A$ – The applicant	r, complete this section (if more than one reservoir, reproduce is not requesting to store groundwater
Reservoir name: Acreage inundated by reservoir	voir:
Use(s):	
Volume of Reservoir (acre-feet): Dam height	(feet, if excavated, write "zero"):
<b>Note</b> : If the dam height is greater than or equal to 10.0'd engineered plans and specifications must be approved p	above land surface <b>AND</b> the reservoir will store 9.2 acre feet or more, rior to storage of water.
SECTION 7: USE OF STORED GROUND WAT	ER FROM THE RESERVOIR
If you would like to use stored ground water from the reproduce this section for each reservoir). $N/A - The$	e reservoir, complete this section (if more than one reservoir, applicant is not requesting to use stored groundwater
Annual volume (acre-feet):	
USE OF STORED GROUND WATER	PERIOD OF USE
SECTION 8: PROJECT SCHEDULE	RECEIVED
Date construction will begin: Construction has alread	y begun FEB <b>2 3</b> 201 <b>2</b>
Date construction will be completed: Construction is	SALEW ODEGON

## **SECTION 9: REMARKS**

Use this space to clarify any information you have provided in the application (attach additional sheets if necessary).

The City of Gladstone is requesting a groundwater permit for its existing use of groundwater for municipal purposes at Meldrum Bar Park. The City's use of groundwater is currently authorized by limited license LL-1369.

Revised 3/4/2010 Ground Water/7 WR

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Attachment 1 Form M

Application for a Permit to Use Groundwater - City of Gladstone



## **Oregon Water Resources Department**

# FORM M FOR MUNICIPAL AND QUASI MUNICIPAL WATER SUPPLIES

Unless otherwise noted, water use information should be in acre-feet per year (AFY).

1 acre-foot is equal to 325,851 gallons.

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<ul> <li>Background Inform</li> </ul>	lation		_
Name of water supplier	:City of Gladstone		
Name and size of area to (in square miles)	o be served: Meldrum Bar Park		
Present population of so (Contact county planning staff	ervice area: N/A f, if needed.)		
Projected population in (Cite source and year. For example)	20 years: N/A mple: "20,595 Based upon 1995 Portland Stat	e University projections.")	
List present water rights	and permits held:		
Date of Issuance:	Natural Source of Water:	Amount Permitted:	Utilization:
LL-1369 8/15/2011	from well at Meldrum Bar Park	135 gpm	135 gpm
Permit R-12181 5/28/1997	unnamed trib. of Willamette River	4.3 acre-ft/year	up to 4.3 ac/ft
Water Use			
Average <b>yearly</b> demand	d: not more than 217 AFY	Year:	
, ,	sumption (in gallons): N/A		
(Divide average annual u	vater sales by population to arrive at consumpt	ion, then divide by 365 to get d	aily values.)
Peak season (by mont	th/day): June 1 to Sept 30 Tota	al peak season demand:	up to 72.8 Acre-feet
	pita daily consumption: N/A		
(Divide total peak season  Annual amount of water	demand by population and the number of days	auring the peak.)	

Describe your rate structure: N/A - application is for municipal use associated with Meldrum Bar Park

C No

(e.g. flat rate, increasing or decreasing block rate or combination of different systems)

Produced: unknown (diverted or pumped)

Delivered: unknown

Is your system fully metered?

Request for Water	
A. Discuss the reason(s) for your request for addition (e.g. loss of current supply, peak demand, growth, or other	
The City of Gladstone is requesting a permit for	the use of groundwater at Meldrum Bar Park.
·	
B. How long is the amount of water requested in this	application expected to meet future needs?
(e.g. until the year 2040) no additional water is	expected to be needed at the park
C. Briefly discuss operation of water system and the	most constraining component of the system:
Water is diverted at the existing well and used	at the park.
D. Percentage of water use by type:	
Residential:	Commercial:
Public Authority:	
Unaccounted for use:	
Other (specify use): 100% municipal park	
E. List cost to implement proposed request.  Compare cost and benefits with other water supply, or coefficiency measures such as replacing current showerhead	ombination of supply options. This should include water ds with low-flow types. (Attach documentation, as available.)
The well and water supply system are already in option would be more expensive.	n place at the park, so any other supply
F. How and by how much will your proposed water to (Express as a percentage of per-capita consumption.)	
N/A - application is for use of water at the city prinapplicable.	oark, consequently per capita consumption is

FEB 23 2012

WATER RESOURCES DEPT SALEM, OREGON

# Attachment 2 Land Use Information Form

Application for a Permit to Use Groundwater - City of Gladstone

# **Land Use Information Form**



	Applicant: City of Gladstone					Attn: Pete Boyce				
			First				Last			
Mailing Ad	idress: 525	Portland A	venue			_				
Gladstone	•		•	OR 97	027 <b>D</b>	aytime Phone	· 503-557-2	767		
	City			State	Zip	uy thiio 1 none	•			
A. Land	and I oc	ation								
Please incluand/or used	ide the foll or develor	owing info ed. Applic	ants for m	unicipal use, o	nere water will be dive rirrigation uses within on requested below.					
Township	Range	Section	1/4 1/4	Tax Lot#	Plan Designation (e.g., Rural Residential/RR-5)	•	Water to be:		Proposed Land Use:	
2 South	2 East	30	NW NE	See attached map	open space	☑ Diverted	✓ Conveyed	☑ Used	MU	
2 South	2 East	19	SE SW	See attached map	open space	Diverted	☐ Conveyed	☑ Used	MU	
2 South	2 East	19	SW SE	See attached map	open space	Diverted	☐ Conveyed	☑ Used	MU	
_						Diverted	☐ Conveyed	☐ Used		
									B <b>23</b> 2012	
☑ Permit		be filed wi ore Water	th the Wat	er Resources D Right Transfer ation of Conserv	Permit	: Amendment o	r Ground Wat	SAL	ESOURCES I EM, OREGON	
Source of w	⁄ater: □ R	eservoir/Por	— nd ☑	Ground Water	Surface Water (n	name)				
Estimated q	uantity of	water neede	ed: <u>135</u>		cubic feet per s	econd 🗹 ga	allons per min	ute 🔲 ac	re-feet	
	e of water:	☐ Irrigat		Commercial Quasi-Munici	☐ Industrial pal ☐ Instream	Dome	stic for	househol	ld(s)	
ntended us		✓ Munic								
	cribe:									
Briefly desc				use groundwater	at Meldrum Bar Park fo	r municipal pu	rposes.	<u>.</u>		
Briefly desc				use groundwater	at Meldrum Bar Park fo	r municipal pu	rposes.	·		

See bottom of Page 3. →

See Bottom of 1 age 5.

representative sign the receipt at the bottom of the next page and include it with the application filed with the Water Resources

Department.

## For Local Government Use Only

The following section must be completed by a planning official from each county and city listed unless the project will be located entirely within the city limits. In that case, only the city planning agency must complete this form. This deals only with the local land-use plan. Do not include approval for activities such as building or grading permits.

Please check the appropriate box be	low and provide the requested info	<u>rmation</u>	
Land uses to be served by the proposed water your comprehensive plan. Cite applicable or	er uses (including proposed construction) are a dinance section(s):	llowed outrigh 7. ZS( WRG)	nt or are not regulated by
Land uses to be served by the proposed water listed in the table below. (Please attach door	er uses (including proposed construction) invo- imentation of applicable land-use approvals w ompanying findings are sufficient.) If approva	lve discretiona hich have alrea	ry land-use approvals as
Type of Land-Use Approval Needed (e.g., plan amendments, rezones, conditional-use permits, etc.)	Cite Most Significant, Applicable Plan Policies & Ordinance Section References	Lan	d-Use Approval;
		Obtained Denied	☐ Being Pursued ☐ Not Being Pursued
,		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued
· ·		☐ Obtained ☐ Denled	☐ Being Pursued ☐ Not Being Pursued
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued
		Obtained Denied	☐ Being Pursued ☐ Not Being Pursued
		V	FEB 23 2012 VATER RESOURCES DEP SALEM, OREGON
Name: Clayton G. Gla	sgow Title: Plan was	<u>«</u>	
Signature:	<b>A</b>	4520	Date: 2-6-12
Government Entity:	ity of Gladstone		
Note to local government representative: Ple sign the receipt, you will have 30 days from the Form or WRD may presume the land use associ	Water Resources Department's notice date to	return the compible with local	pleted Land Use Information comprehensive plans.
	or Request for Land Use Informa		***************************************
Applicant name:			
City or County:	Staff contact	•	
Signature:	Phone:		Date:

Land Use Information Form - Page 3 of 3

WR/FS

Revised 2/8/2010

30B

File Original and First Copy with the STATE ENGINEER, SALEM, OREGON

STATE E GINEER TALEGON

water well report STATE OF OREGON G 2024 State Well No.

State Permit No. ..

(1) OWNER:	(11) WELL TESTS: Drawdown is amount water level lowered below static level	rel is
Name CHARLES F. THOMAS	Was a pump test made? ☐ Yes 🛣 No If yes, by whom? -	,
Address RIVER ROAD, GLADSTONE, OREGON	Yield: gal./min. with ft. drawdown after	hrs.
	H H	
(2) LOCATION OF WELL:	10 H	<del>"</del>
County Clackamas Owner's number, if any— G-2024	Bailer test 60 gal./min. with 1 ft. drawdown after	5 hrs.
34 34 Section 19 T. 2 S. R. 2 R. W.M.	Artesian flow g.p.m. Date	
Bearing and distance from section or subdivision corner	Temperature of water Was a chemical analysis made?	Yes No
Page 1112 and distance in our section of Bandaryment contra-	(12) WELL LOG: Diameter of well 10	inches.
,	() (1	56 n
	Formation: Describe by color, character, size of material and st show thickness of aquifers and the kind and nature of the mate stratum penetrated, with at least one entry for each change of	rial in each
	The second secon	
	MATERIAL FROM	ro
(8) TYPE OF WORK (check):	Top soil 0	
New Well Deepening Reconditioning Abandon	river silt 2	26
If abandonment, describe material and procedure in Item 11.	med. gravel, coarse sandolay bind 26	40
PROPOSED USE (check): (5) TYPE OF WELL:	free gravel and sand 40	61
Determ 5 Determ 51	Red clay 61	64
Domestic   Industrial   Municipal   Rotary   Driven		↓
Irrigation Test Well   Other   Dug   Bored		
(6) CASING INSTALLED: Threaded   Welded H		
56		
* *		
		<del></del>
" Diam. from ft. to ft. Gage		
(7) PERFORATIONS: Perforated? #2 Yes   No		
Type of perforator used ***** Torch		
SIZE of perforations 2 2 % in. by in.		
120 perforations from 36/2 n to 56/2 n		<del></del>
perforations from ft. to ft.	RECEIVEL	+
perforations from ft. to ft.		<del></del>
perforations from ft. to ft.	FFS 23 2012	
perforations from ft. to ft.		
	WATER RESOURCES DEPT	┪──
(8) SCREENS: Well screen installed  Yes No	SALEM, OREGON	
Manufacturer's Name	SALLIN, OTLOGIC	<del></del>
Type Model No.		
Slot size St from ft to ft		
Set from ft. to ft.	Work started Appl 14 19 63 Completed Appl	27/_1931_
(9) CONSTRUCTION:	(13) PUMP:	
Was well gravel packed? Tyes No Size of gravel:	Manufacturer's Name Fairbanks-Morse	
Gravel placed from 56 ft to 64 ft.	Type: Submersible Turkine HP. 1	5
The a surface seal provided? The Yes Mo To what depth?20 ft.		
Material used in seal— Glay	Well Driller's Statement:	
Did any strata contain unusable water?   Yes * No	This well was drilled under my jurisdiction and thi	s report is
Type of water? Depth of strata	true to the best of my knowledge and belief.	
Method of sealing stratz off	NAME Skyles Drilling & Supply	
(10) WATER LEVELS:	(Person, firm, or corporation) (Type or p	rint)
(10) WAIRE DEVELOS.	Address 19215 8. E. McLoughlin Blyd.	
the state of the s	Gladstone, O	regon
Artesian pressure lbs. per square inch Date	Driller's well number	
Log Accepted by:	[Signed] Den 41 W. Skyles	L
181 Thaster thorna kins 7 106/	(Well Driller)	7.007
(Owner)	License No	1961

FEB 23 2012

WATER RESOURCES DEPT SALEM, OREGON

Attachment 4
Property Description
Application for a Permit to Use Groundwater – City of Gladstone

--- 23 2012

FEB 23 2012

WATER RESOURCES DEPT
SALEM, OREGON

WATER RESOURCES DEPT SALEM, OREGON

November 19, 1991

Oregon

PARKS AND
RECREATION
DEPARTMENT

The Honorable Wade Byers City of Gladstone 525 Portland Avenue Gladstone, OR 97027

RE: Meldrum Bar and Dahl Parks

Dear Mayor Byers:

On November 13, 1991, the Oregon Parks and Recreation Commission approved the gratis transfer of Meldrum Bar and Dahl Parks to the City of Gladstone. The approval was made with the understanding that the deed would contain a reversion clause stating that the property would be used for public park purposes or it would automatically revert back to State Parks.

I will work with the City staff to prepare the conveyance documents so that we can make the transfer as soon as possible. Thank you for your patience in this matter. Should you have questions, please call me at 378-5020.

Sincerely,

David W. Wright

Park Land Supervisor

jj

cc: Jonathan Block





525 Trade Street SE Salem, OR 97310 (503) 378-6305 FAX (503) 378-6447



April 13, 1992

Jonathan Block City of Gladstone 525 Portland Avenue Gladstone, OR 97027 FEB 23 2012

WATER RESOURCES DEPT SALEM, OREGON <u>PARKS AND</u> <u>RECREATION</u> <u>DEPARTMENT</u>

RE: Meldrum Bar and Dahl Parks

Dear Jonathan:

Please find enclosed the deed necessary to use to transfer the above parks to the City of Gladstone.

Please have the document signed by the proper city official and return it to me. I will arrange for signature by the Director of State Parks.

Should you have questions, please call me at 378-5020.

Sincerely,

David W. Wright Dark Land Supervisor

ij

cc: Jack Wiles





525 Trade Street SE Salem, OR 97310 (503) 378-6305 FAX (503) 378-6447

73410-806

#### DEED

KNOW ALL MEN BY THESE PRESENTS, that the State of Oregon, Parks and Recreation Department, GRANTOR, hereby conveys unto the City of Gladstone, a political subdivision of the State of Oregon, GRANTEE, the following described property, only so long as used for scenic, public park or public recreation purposes, to wit:

A parcel of land lying in Section 19, Township 2 South, Range 2 East, W. M., Clackamas County, Oregon, and being that property described in those deeds to the State of Oregon, by and through its State Highway Commission, Department of Transportation, Highway Division, and Parks and Recreation Branch, and Parks and Recreation Department recorded in the following recorder fee numbers of Clackamas County Record of Deeds:

	74-7382	72-37511
	74-7383	74-6136
RECEIVED	74-7384	79-3809
BECEIVE	73-19832	74-20816
FEB 23 2012	73-19833	89-20826
FEB 23 Zon	73-19834	74-7387
CUBCES DEPT	73-21845	74-7388
WATER RESOURCE SALEM, OREGON	73-22005	74-7389
SALEM, OHLO	90-44263	74-7390
<b>0</b> 1		73-19835

Excepting therefrom that parcel conveyed by the State of Oregon, Parks and Recreation Department, grantor to Charles F. Thomas, Jr., and Beulah A. Thomas, grantee, recorded in Recorder Fee No 90-44262, Clackamas County Record of Deeds;

Also excepting therefrom the following described property:

Beginning at a basalt stone (not found) at the intersection of the centerline of River Road and U.S. 99E, which bears 2334.42 feet South and 520.08 feet West from the 1/4 corner between Sections 19 and 20, Township 2 South, Range 2 East, of the Willamette Meridian; thence 848°10′43"W 232.30 feet; thence S 3°46′E 85.00 feet to the true point of beginning, thence N86°07′31"E 79.51 feet; thence S18°01′06"E 95.23; thence S 3°53′52"E 149.51 feet; thence S86°20′35"W 101.28 feet; thence N3°39′25" W 200.00 feet; thence 73°37′56"W 9.43 feet; thence N5°49′10"E 38.76 feet to the true point of beginning.

It is understood that this conveyance is made and delivered upon the following express conditions, reservations, and restrictions:

That if the above described property or any portion thereof is used for purposes other than public park and public recreation purposes, title to the property or portions thereof used for purposes other than public park or public recreation purposes shall automatically revert



92 30263

to and vest in the grantor.

That the above described property has been acquired with federal financial assistance pursuant to the LHCF, 16 USC Sections 4600, 4601-4 through 11. Therefore, pursuant to 16 USC Section 4601-8 (f)(3), this property's uses shall not be converted to any other than public outdoor recreation use without the approval of the Secretary of the Interior. Requirements for approval of any conversions of the described property's use are set forth in 16 USC Section 4601-(f)(3). This document has been recorded to provide notice to potential property use convertors of this restrictive covenant upon the property's use.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

The true and actual consideration received by Grantor for this conveyance is \$-0-.

Dated this day of APPROVED AS TO FORM:  Asst. Attorney General	State of Oregon, by and through its Parks and Recreation Dept.  by Louid G. Talbot
Asst. Attorney General	Director

STATE OF OREGON, County of Marion

MAY 12, 1992. Personally appeared David G. Talbot, who multiplying sworn did say that he is the Director of for the State of programment, and that this document was workfurtarily signed on behalf of the State of Oregon by authority delegated to him. Before me:

Notary Public for Oregon

My Commission expires 3-29-93

The above deed is hereby accepted by the City of Gladstone in accordance with the terms and conditions set forth therein.

RECEIVED

By Mal Syer

DW:jr DEED.Txt

FEB 23 2012

WATER RESOURCES DEPT SALEM, OREGON

## MELDRUM BAR/DAHL PARK TRANSFER TAX LOT NUMBERS

2-2E	19CA	Tax	Lot	101	
		Tax	Lot	1702	
2-2E	19C	Tax	Lot	200	
		Tax	Lot	290	
		Tax	Lot	300	
		Tax	Lot	400	
2-2E	19D	Tax	Lot	200	
		Tax	Lot	500	
		Tax	Lot	300	
2-2E	19DA	Tax	Lot	500	
		Tax	Lot	1000	
Excep	oting 2-2E 19 D	Tax	Lot	1000 A1	(.46 ad

RECEIVED

**FEB 23** 5013

WATER RESOURCES DEPT SALEM, OREGON STATE OF OREGON
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



## OF CLA KAMAS COUNTY, STATE OF ORE ON THE

In the Matter of Granting a County Deed between Clackamas County and the City of Gladstone for Meldrum Bar Park

ORDER 110. 79-164

This matter coming on at this time, and it appearing to the Board of County Commissioners that a County Deed should be granted to the City of Gladstone for property in Meldrum Bar Park, said property described as follows:

A tract of land located in the Peter M. Rinearson Claim Number 41 in Township 2 South, Range 2 East of the Hillamette Meridian and being a part of the tract of land described in that certain conveyance from Axel W. Anderson and Amelia R. Anderson to Clackamas County and recorded in Book 459 on Page 669, Record of Deeds for Clackamas County, Oregon, the tract herein conveyed being more particularly described as follows, to-wit:

Beginning at the most northerly corner of the aforesaid Clackamas County tract in the centerline of the Milvaukie-Rinearson Road, commonly called River Road, which point is South 9.69 chains and West 24.88 chains from the one-quarter section corner between Section 19 and 20, Township 2 South, Range 2 East of the Willamette Meridian; thence following the Northwesterly boundary of said Clackamas County tract, South 64°49' West, 951.30 feet from the one-quarter to a 5/8 inch iron bolt; thence, South 64°49' West, 951.30 feet to the true point of beginning; thence, South 64°49' West, 585.12 feet; thence at right angles South 25°11' East, 80.00 feet to a point 20.00 feet from the Northwesterly boundary of the tract of land described in that certain conveyance from Kirk B. Johnson to Charles D. Burt et ux and recorded September 7, 1947, in Book 395, on Page 706, said Record of Deeds; thence, 20.00 feet parallel to the Northwesterly boundary of the said Burt tract, North 64°49' East, 585.12 feet to a point; thence at right angles North 25°11' West, 80.00 feet to the true point of beginning.

and

It further appearing to the Board that it is in the best interests of Clackamas County to grant said County Deed, now therefore

IT IS HEREBY/ORDERED that the Board of County Commissioners sign said County Ceed granting the above described property in Meldrum Bar Park to the City of Gladstone, said deed to be recorded free of charge.

DATED this 1 # day of February, 1979

A wincocki o

BOARD OF COUNTY COMMISSIONERS

Chairman

Comissioner

RECEIVED

FEB 23 2012

WATER RESOURCES DEPT SALEM, OREGON city of uladstones.

all its right, title and interest in that real property situated in Clackamas County. Oregon, and being de-

A tract of land located in the Peter M. Rinearson Cl. im Number 41 in Township 2 South, Range 2 East of the Willamette Meridian and being a part of the tract of land described in that certain conveyance from Axel W. Anderson and Amelia R. Anderson to Clackamas County and recorded in Book 459 on Page 669, Record of Deeds for Clackamas County, Oregon, the tract herein conveyed being more particularly described as follows, to-wit:

Beginning at the most northerly corner of the aforesaid Clackamas County tract in the centerline of the Milwaukie-Rinearson Road, commonly called River Road, which point is South 9.69 chains and West 24.88 chains from the one-quarter section corner between Section 19 and 20, Township 2 South, Range 2 East of the Willamette Meridian; thence following the Northwesterly boundary of said Clackamas County tract, South 64°49' West, 951.30 feet from the one-quarter to a 5/8 inch iron bolt; thence, South 64°49' West, 1058.7 feet to the true point of beginning; thence, South 64°49' West, 1058.7 feet to the true point of beginning; thence, South 64°49' West, 585.12 feet; thence at right angles South 25°11' East, 80.70 feet to a point 20.00 feet from the Northwesterly boundary of the tract of land described in that certain conveyance from Kirk B. Johnson to Charles D. Burt et ux and recorded September 7, 1947, in Book 395, on Page 706, said Record of Deeds; thence, 20.00 feet parallel to the Northwesterly boundary of the said Burt tract, North 64°49' East, 585.12 feet to a point; thence at right angles North 25°11' West, 80.00 feet to the true point of beginning.

The true and actual consideration being pai	ld for this transfer stated in terms of dollars is 01ft
	Dollars (\$)
as the amount of any lien, mortgage, contract	t, indebtedness or other encumbrance existing against the
above-described real property to which the pro-	perty remains subject or which the purchaser agrees to pay
or assume.	
Clackamas County, Oregon pursuant to an	Order duly adopted by its Board of County Commissioners
and entered in Volume97 of the Com	missioners' Journal, commencing on Page896 has
	County Commissioners of Clackamas County this
day of telluring 19 79	
RECEIVED	CLACKAMAS COUNTY, OREGON
FEB 23 2012	Continue
WATER RESOURCES DEPT SALEM, OREGON	Commissioner Commissioner
County of Clackames )	
Personally appearedStan Skoko	Robert Schumacher
Ralph Groener	, who being duly sworn, each for himself and not for the other, did say that
each is a member of the Clecksmas County Board of County	Commissioners, and sech of them acknowledged said instrument to be ble
voluntary act and dood.	

My Commission Expres December 30, 1979

79 5375

RECORDED 79FEB 7 1:30 PM GEORGE D. POPPEN, COUNTY

DOCUMENT

UNTIL A CHANGE IS REQUESTED. ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS

AFTER RECORDING RETURN TO: W. Junk

5,5,

### HUTCHISON, HAMMOND, WALSH, HERNDON & DARLING

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
21790 WILLAMETTE DRIVE
P.O. BOX 648
WEST LINN, OREGON 97068

JOHN C. HUTCHISON JOHN H. HAMMOND, JR. MICHAEL D. WALSH ROBERT D. HERNDON DEANNE L. DARLING

TELEPHONE (503) 656-1594

March 9, 1988

City of Gladstone 525 Portland Avenue Gladstone, OR 97027

Attention Ronald Partch City Administrator

RE: City of Gladstone Tri-City Mobile Home Court
Our File No. 1610.010

RECEIVED

FEB 23 2012

WATER RESOURCES DEPT SALEM, OREGON

Dear Ron:

Enclosed please find originals of the following documents relating to the property exchange transaction between the City of Gladstone and Tri-City Mobile Home Park:

- (1) Real Property Exchange Agreement.
- (2) Bargain and Sale Deed from John L. Clark to City of Gladstone.
- (3) Bargain and Sale Deed from Lillian Harris to City of Gladstone.
- (4) Bargain and Sale Deed from James Grelle to City of Gladstone.
- (5) Bargain and Sale Deed from Milton O. Brown to City of Gladstone.
- (6) Warranty Deed from Mary Lou Iremonger to City of Gladstone.
- (7) Personal Representative's Deed from Estate of Donald E. Kettleberg to City of Gladstone.

Received Cartes Co.

Mr. Milton O. Brown March 9, 1988 Page -2-

Also enclosed is a copy of the Warranty Deed from the City of Gladstone to Mary Lou Iremonger as well as a copy of my letter to Malcolm Brand, Milt Brown, and Mike Gentry.

Sincerely,

John H. Hammond, Jr. City Attorney

JHH/kt

Enclosures (11) as listed above

CHI CO SECRETARIAN SECRETARIAN

### HUTCHISON, HAMMOND, WALSH, HERNDON & DARLING

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
21790 WILLAMETTE DRIVE
P. O. BOX 648
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JOHN C. HUTCHISON
JOHN H. HAMMOND, JR.
MICHAEL D. WALSH
ROBERT D. HERNDON
DEANNE L. DARLING

TELEPHONE (503) 656-1694

March 9, 1988

Mr. Malcolm L. Brand Attorney at Law P.O. Box 183 Salem, OR 97308

RECEIVED

RE: City of Gladstone -

Tri-City Mobile Home Court Our File No. 1610.010 FER 23 2012

WATER RESOURCES DEPT SALEM, OREGON

Dear Malcolm:

Enclosed please find the original of the Warranty Deed from the City of Gladstone to your client, Mary Lou Iremonger, reflecting conveyance of the exchange property between the City of Gladstone and your client.

I have also enclosed the following copies of other recorded documents in the real property exchange:

- (1) Real Property Exchange Agreement.
- (2) Bargain and Sale Deed from John L. Clark to City of Gladstone.
- (3) Bargain and Sale Deed from Lillian Harris to City of Gladstone.
- (4) Bargain and Sale Deed from James Grelle to City of Gladstone.
- (5) Bargain and Sale Deed from Milton O. Brown to City of Gladstone.
- (6) Personal Representative's Deed from Estate of Donald E. Kettleberg to City of Gladstone.



Mr. Malcolm L. Brand March 9, 1988 Page -2-

I certainly have appreciated your patience and assistance in completing this rather long and drawn out process.

Sincerely,

John H. Hammond, Jr. City Attorney

JHH/kt

Enclosures (7) as listed above

cc: Ronald Partch, City Administrator City of Gladstone



### HUTCHISON, HAMMOND, WALSH, HERNDON & DARLING

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
21790 WILLAMETTE DRIVE
P.O. BOX 648
WEST LINN, OREGON 97068

JOHN C. HUTCHISON
JOHN H. HAMMOND, JR.
MICHAEL D. WALSH
ROBERT D. HERNDON
DEANNE L. DARLING

TELEPHONE (503) 656-1694

March 9, 1988

Mr. Milton O. Brown Attorney at Law 301 NW. Murray Road Portland, OR 97229

RE: City of Gladstone Tri-City Mobile Home Court
Our File No. 1610.010

RECEIVED

FEB 2 3 2012

WATER RESOURCES DEPT
SALEM, OREGON

Dear Milt:

Enclosed please find copies of the following recorded documents in the real property exchange between the City of Gladstone and Tri-City Mobile Home Court:

- (1) Real Property Exchange Agreement.
- (2) Bargain and Sale Deed from John L. Clark to City of Gladstone.
- (3) Bargain and Sale Deed from Lillian Harris to City of Gladstone.
- (4) Bargain and Sale Deed from James Grelle to City of Gladstone.
- (5) Bargain and Sale Deed from Milton O. Brown to City of Gladstone.
- (6) Warranty Deed from Mary Lou Iremonger to City of Gladstone.
- (7) Warranty Deed from City of Gladstone to Mary Lou Iremonger.
- (8) Personal Representative's Deed from Estate of Donald E. Kettleberg to City of Gladstone.



Mr. Milton O. Brown March 9, 1988 Page -2-

I believe the completed project will prove to be an asset both to the City of Gladstone and to the Tri-City Mobile Home Park.

Sincerely,

John H. Hammond, Jr. City Attorney

JHH/kt

Enclosures (8) as listed above

cc: Xonald Partch, City Administrator City of Gladstone Mr. Malcolm L. Brand



### HUTCHISON, HAMMOND, WALSH, HERNDON & DARLING

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
21790 WILLAMETTE DRIVE
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WEST LINN, OREGON 97068

JOHN C. HUTCHISON JOHN H. HAMMOND, JR. MICHAEL D. WALSH ROBERT D. HERNDON DEANNE L. DARLING

TELEPHONE (503) 656-1694

March 9, 1988

RECEIVED

FEB 23 2012

WATER RESOURCES DEPT

Mr. Michael J. Gentry Attorney at Law 333 SW. Taylor Street Portland, OR 97204

RE: City of Gladstone -

Tri-City Mobile Home Court

Our File No. 1610.010

Dear Mike:

Enclosed please find a copy of the recorded Personal Representative's Deed conveying the interests of the Estate of Donald E. Kettleberg to the City of Gladstone.

I certainly have appreciated your assistance in completing this rather complicated exchange.

Sincerely,

John H. Hammond, Jr. City Attorney

JHH/kt

Enclosure (1)
Copy of Deed

cc: Ronald Partch, City Administrator City of Gladstone



REAL PROPERTY EXCHANGE AGREEMENT

This agreement is made this day of local 1987, by and between THE CITY OF GLADSTONE, an Oregon municipal corporation (hereinafter "City"), and MILTON O. BROWN, LILLIAN HARRIS, JOHN L. CLARK, and JAMES GRELLE (hereinafter "Contract Purchasers") and MARY LOU IREMONGER (hereinafter "Fee Holder").

## RECITALS:

Contract Purchasers are the purchasers and the Fee Holder is the contract seller of the land described in Exhibit "A" attached hereto and incorporated herein by reference. The property is located within the Tri-City Mobile Home Park in Gladstone, Oregon. The acquisition of this property by City is required to allow widening and improvement of the Meldrum Bar Road adjacent to the mobile home park. City owns the land described in Exhibit "B" attached hereto and incorporated herein by reference. This property is immediately contiguous to the aforesaid mobile home park. The parties desire to exchange these respective parcels. City also agrees to construct certain improvements to both parcels in further consideration of this exchange.

The parties wish to enter into an agreement regarding the aforesaid real property exchange and agree as follows:

Conveyance by Contract Purchasers and Fee Holder to On the closing date, Contract Purchasers and Fee Holder agree to convey to City by bargain and sale deed and statutory warrenty deed respectively, the real property described as Exhibit "A". On the closing date, this property shall be free and clear of all liens and encumbrances, except the following: (a) easement for water lines, including the terms and provisions thereof, as contained in deed recorded in Book 205, page 176, Deed Records; (b) right to maintain a ram and a pipe line as disclosed by deed recorded in Book 244, page 296, Deed Records; (c) easement, including the terms and provisions thereof, for power line, from R.W. Van Buren and Evangeline Van Buren, husband and wife, to Portland General Electric Company, a corporation of Oregon, dated June 10, 1953, recorded July 31, 1953, in Book 472, page 33, Deed Records; (d) easement, including the terms and provisions thereof, from H.C. Heath and Lillian Heath, husband and wife, to Portland General Electric Company, a corporation of Oregon, dated August 24, 1953, recorded October 20, 1953, in Book 474, page 610, Deed Records; (e) easement, including the terms and provisions thereof, in favor of Northwest Natural Gas Company, a corporation of the State of Oregon, recorded

March 25, 1960, in Book 569, page 105, Fee No. 5306.

(Affects Parcels I, II, III and IV); (f) maintenance agreement and easement, including the terms and provisions thereof, dated September 29, 1965, recorded September 29, 1965, in Book 34, page 650, Fee No. 65 16712; and (g) easement, including the terms and provisions thereof, in favor of City of Gladstone, a municipal corporation, recorded December 22, 1977, Fee No. 77 53308.

- Conveyance by City to Fee Holder. On closing date, City agrees to convey to Mary Lou Iremonger, Fee Holder, by statutory warranty deed the real property described in Exhibit "B". On the closing date, this property shall be free and clear of all liens and encumbrances, except the following: (1) easement, including the terms and provisions thereof, in favor of Portland General Electric Company, an Oregon corporation, its successors and assigns, recorded --, Book 51, page 424, Commissioner Journal Records; (2) easement, including the terms and provisions thereof, in favor of City of Lake Oswego, recorded June 17, 1968, Fee No. 68 (Affects Parcel I); (3) easement, including the terms and provisions thereof, in favor of L.A. Read, recorded March 13, 1972, Fee No. 72 6597; (4) right, title and interest of the State of Oregon, by and through its Department of Transportation, Highway Division, as grantee in various Deeds recorded March 27, 1974, Fee No. 74 7387; Fee No. 74 7388; Fee No. 74 7389; Fee No. 74 7390 and Deed recorded July 25, 1974, Fee No. 20816; (5) sewer lines and water lines easement, including the terms and provisions thereof, in favor of Jack W. Parker, his heirs and assigns, recorded November 23, 1977, Fee No. 77 48025; and (6) road and utility purposes easement, including the terms and provisions thereof, in favor of City of Gladstone, a municipal corporation, recorded December 22, 1977, Fee No. 77 53308.
- 3. Improvements by City. As additional consideration for the aforesaid real property exchange the City agrees to construct at its own cost improvements to Meldrum Bar Road and to Parcels A and B, including the movement of certain mobile homes described therein. These improvements will be accomplished by City within one year of the closing date. The improvements are more particularly described in Exhibit "C" attached hereto and incorporated herein by reference. A written narrative of the improvements is attached hereto as Exhibit "D" and incorporated herein by reference.
- 4. Consideration. The consideration for the aforesaid property exchange is the exchange of Parcels A and B as described above in the agreement by City to construct improvements as described in Paragraph 3.
  - 5. Taxes. Real property taxes shall be prorated as of

the closing date.

- 6. Possession. Possession of the property described in Exhibit "A" shall be delivered to City on the closing date and possession of the property described in Exhibit "B" shall be delivered to Contract Purchasers and Fee Holder on the closing date.
- 7. Closing Date. The exchange of real property described herein shall be closed concurrently in escrow with Ticor Title Insurance Company, 820 Main Street, P.O. Box 69, Oregon City, Oregon 97045-0005. City will pay all applicable escrow fees and costs. Closing must occur on or before July 1, 1988. In the event closing does not occur by that date, and an extension to the closing date is not agreed to by the parties, this agreement shall be nullified and have no force and effect.
- 8. Successor Interest. This agreement shall be binding upon and inure to the benefit of the parties, their successors, and assigns.
- 9. Notice. Any notice under this agreement shall be in writing and shall be effective when actually delivered in person or when deposited in the U.S. Mail, registered or certified, postage prepaid and addressed to the party at the address stated in this agreement or such other address as either party may designate by written notice to the other.
- 10. Costs and Attorney's Fees. In the event if any of the parties shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including but not limited to costs incurred in searching records, the cost of title reports, surveyors reports and foreclosure reports and attorney's fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with non-judicial action.
- ll. Representations; Condition of Property. The parties accept the land, buildings and improvements and all other aspects of the properties in their present condition, as is, including latent defects, without any representations or warranties, express or implied, unless they are expressly set forth in this agreement or in writing signed by the parties. The parties agree that they have ascertained from their own sources, the applicable zoning, building, housing, and other regulatory ordinances and laws and that the parties accept the properties with full awareness of these ordinances and laws as they may affect the present use for any intended future use of the properties.

FEB 23 2012

RECEIVL

WATER RESOURCES DEPT SALEM, OREGON

WATER RESOURCES SALEM, OREGO!

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate as of the date and year first above written.

CITY: Title: City of Gladstone CONTRACT PURCHASERS: Brown John L. Clark James Grelle FEE HOLDER: STATE OF OREGON ss. County of Clackamas HOW The foregoing instrument was acknowledged before me this day of fireway, 1987, by found of lattel on pehalf of the City of Gladstone. Notary Public for Oregon My Commission Expires: 3-21-90 The state of the

RECEIVED	
FEB 23 2012	
WATER RESOURCES DEPT WATER RESOURCES DEPT WATER RESOURCES DEPT STATE OF OREGON SALEM, OREGON SALEM, OREGON STATE OF OREGON SALEM, OREGON SALEM, OREGON SALEM, OREGON STATE OF OREGON SALEM, OREGN SALEM, OREGON SALE	
WATER RESOURCE ON OREGON	
SALEMIN	
STATE OF OREGON )	
" U D County of Clackanas )	
day of, 1987, by Milton O. Brown.	3
Cindio Chambrille	
Notary Public for Oregon My Commission Expires: 10/29/88	
STATE OF OREGON )	
) ss.	
County of Clackamas )  The foregoing instrument was acknowledged before me this	3
day of December 1987, by Lillian Harris.	
Herra M. Howell	
Notary Public for Oregon My Commission Expires: 3-21-90	
My Commission Expires: 3-21-111	
STATE OF OREGON ) ss.	
County of Clackamas )	
The foregoing instrument was acknowledged before me this day of , 1987, by John L. Clark.	3
Notary Public for Oregon	
My Commission Expires:	
STATE OF OREGON )	
HOWATTE ) ss.	
County of Clackamas ) The foregoing instrument was acknowledged before me this	s
day of Werenber, 1987, by James Grelle.	
Jema Sh. Horrell	
Notary Public for Oregon	
My Commission Expires: $3-21-90$	
STATE OF OREGON )	
MARION ) SS. County of <del>Glackamas</del> )	
The foregoing instrument was acknowledged before me this day of December, 1981, by Mary Lou Iremonger.	5
day of December, 1987, by Mary Lou Tremonger.	
William Willia	
Notary Public for Oregon My Commission Expires: 11-29-90	
TE DE CRIST	

REAL PROPERTY EXCHANGE AGREEMENT

5



GAYLORD LAND SURVEYING 15000 S.E. LINDEN LANE MILWAUKIE OREGON 97267

OCTOBER 16, 1987

PROPERTY QUIT CLAIMED TO THE CITY OF GLADSTONE

BEGINNING AT A POINT WHICH BEARS N 33° 34' 00" W 20.21 FEET FROM A 2 INCH IRON PIPE AS SET FOR THE INITIAL POINT OF THE PLAT OF "RIVERDALE" A DULY RECORDED PLAT IN THE NORTHWEST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SECTION 19, T2S, R2E, W.M., CLACKAMAS COUNTY, OREGON. FROM THE TRUE POINT OF BEGINNING THENCE PARALLEL WITH THE NORTHWESTERLY LINE OF THE SAID PLAT S 64° 49' 00" W 304.73 FEET TO A POINT; THENCE N 33° 30' 00"E 20.21 FEET TO AN IRON ROD; THENCE N 64° 49' 00" E 164.47 FEET TO AN IRON ROD; THENCE N 61° 41' 42" E 139.13 FEET TO AN IRON ROD ON THE WESTERLY LINE OF RIVER ROAD; THENCE ALONG RIVER ROAD S 33° 34' 00" E 30.32 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED.

PROFESSIONAL AND SURVEYOR

REGISTERED

OREGON JULY 17, 1970 REDERICK M. GAYLORD

6

**EXHIBIT** 

A

GAYLORD LAND SURVEYING 15000 S.E. LINDEN LANE MILWAUKIE OREGON 97267

OCTOBER 16, 1987

PROPERTY QUIT CLAIMED BY THE CITY OF GLADSTONE

BEGINNING AT A 2 INCH IRON PIPE AS SET FOR THE INITIAL POINT OF THE PLAT OF "RIVERDALE" A DULY RECORDED PLAT IN THE NORTHWEST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SECTION 19, T2S, R2E, W.M., CLACKAMAS COUNTY, OREGON THENCE ALONG THE NORTHWESTERLY LINE OF THE SAID PLAT S 64° 49' 00" W 557.98 FEET TO AN IRON PIPE; THENCE N 33° 30' 00" E 40.25 FEET TO AN IRON ROD AT THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED. FROM THE TRUE POINT OF BEGINNING THENCE N 64° 49' 00" E 253.22 FEET TO AN IRON ROD; THENCE N 33° 30' 00" W 89.57 FEET TO AN IRON ROD; THENCE S 64° 49' 00" W 240.26 FEET TO AN IRON ROD; THENCE S 25° 11' 00" E 88.63 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED.

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
JULY 17, 1970
FREDERICK M. GAYLORD
929

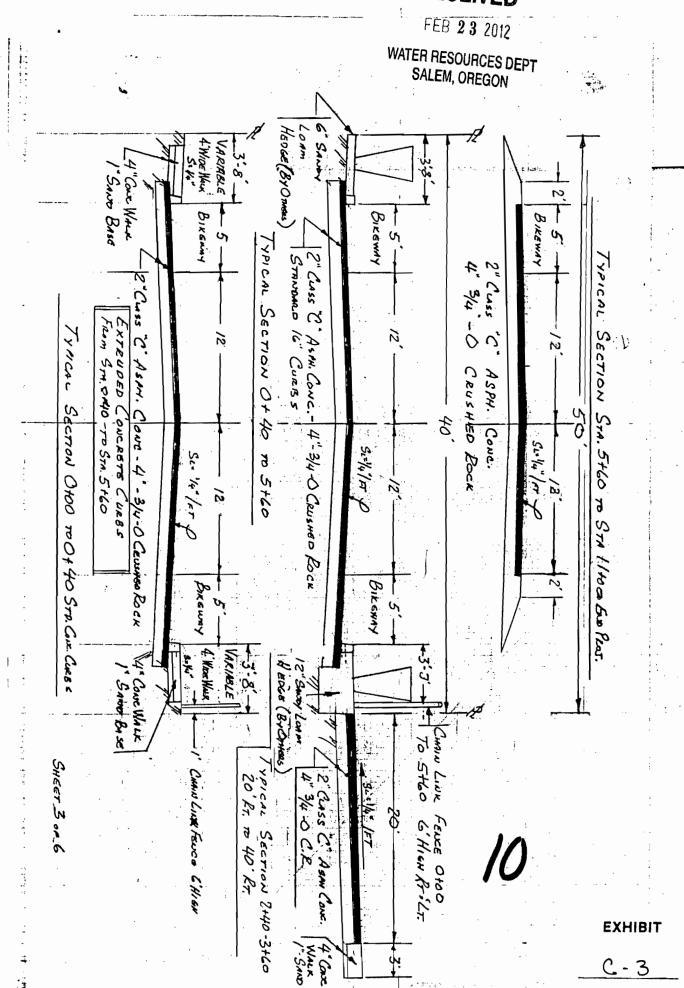
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ATER RESOURCES DEPT
SALEM, OREGON

EXHIBIT

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68.63 20,00 100.00 STUB 6" ABS 4' OUT OF MANHOLE EXISTING RIMP STATION 17046" ABS. 94.19 2" PK SD.E9

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Warer AND SANITMLY SEWEL

42.

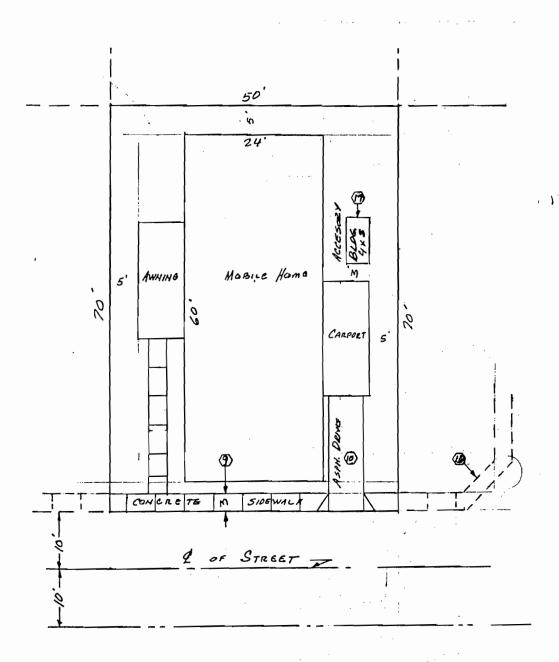
WATER RESOURCES DEPT SALEM, OREGON RECEIVED FEB 23 2012

EXHIBIT

<u>c - 4</u>

FEB 23 2012

WATER RESOURCES DEPT SALEM, OREGON



TYPICAL MOBILE HOME PARK

SPACE UTILIZATION

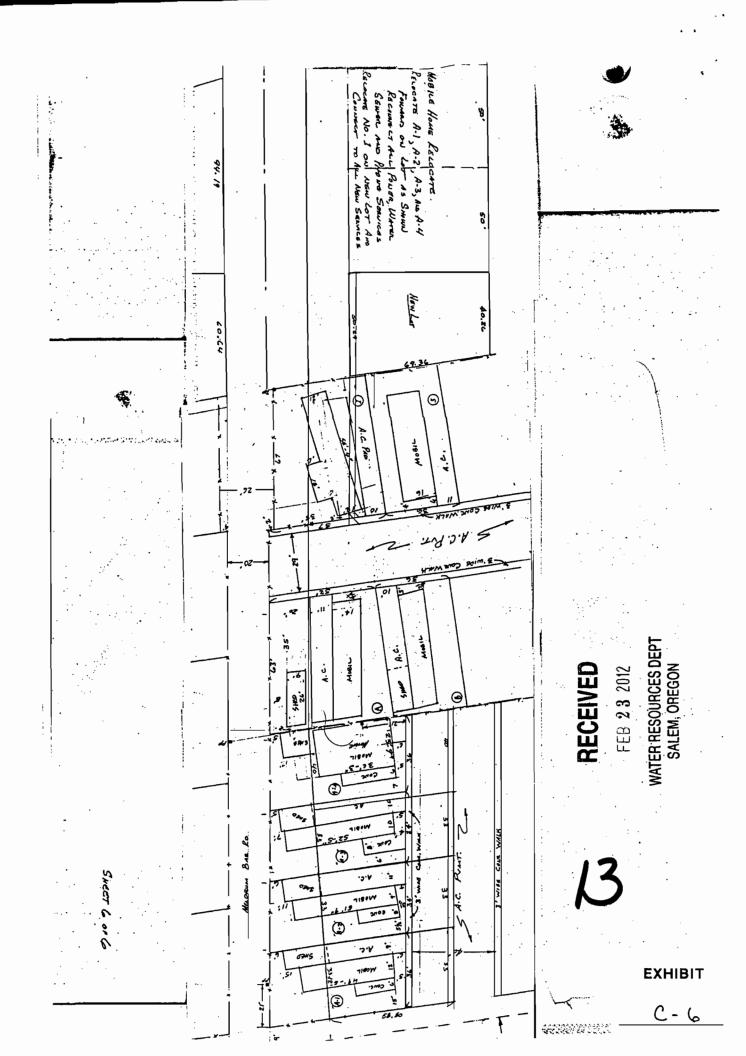
CONSTRUCTION NOTES

- 1 CONSTRUCT 3' WIDE CONE. WALK 6 LOTS
- 1 COUSTRUCT 10'X 20' ASPHALT DRIVE WAYS 5 LOTS
- 1 CONSTRUCT 45% ANGLE WALK AT INTERSECTIONS DRELOCATE OR CONSTRUCT ACCESSARY BLOGS.

**EXHIBIT** 

C-5

SHEET 5 on 6



# GLADSTONE

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October 30, 1987

Milton O. Brown, Attorney and Counselor at Law 301 N.W. Murray Road Portland, Oregon 97229

Re: Property Exchange Agreement, Tri-City Mobile Home Court and City of Gladstone.

Thank you for taking the time to visit our office and review the project file with us. The following has been prepared based on our mutual understanding of the project, please do not hesitate to contact me if any of the details need refining.

As I advised you earlier, the construction bids based on the prior project design exceeded the city's budget by about \$15,000. With the revised plan, I believe the city will be able to more closely meet its projected expenditures and the Tri-City Mobile Home Court will have the opportunity to develop 4 or 5 new spaces as a result of the property exchange.

Please be aware that the revised plan also means redrafting the city's contract specifications, preparing new legal descriptions for the property exchange—which will again require signatures from the mobile home park owners and rebidding the construction project. The State Marine Board has granted a project extension until December 31, 1987; I have no doubt that if construction is not well underway within a few weeks, the project will be cancelled. Therefore, I will appreciate all the help your office can provide in securing the necessary signatures, since these must be obtained before construction can begin. If there is anything the city can do to facilitate your efforts, please let me know.

The following is a written description of the proposed revised project, as you requested:

Property Exchange: Refer to Exhibits A and B, legal descriptions, prepared by a licensed surveyor, of the property to be exchanged. The new description, marked Exhibit B, incorporates your suggestion that the parcel be "squared off;" otherwise, the land area remains the same as before.

**EXHIBIT** 

City Hall 525 Portland Avenue Gladstone, OR 97027 (503) 656-5223

Police Department 535 Portland Avenue Gladstone, OR 97027 (503) 656-4253

Fire Department 525 Portland Avenue Gladstone, OR 97027 (503) 656-4253

Public Library 135 E. Dartmouth Gladstone, OR 97027 (503) 656-2411

Senior Center 1050 Portland Avenue Gladstone, OR 97027 (503) 655-7701

City Shop 18595 Portland Avenue Gladstone, OR 97027 (503) 656-7957

RECEIVED

FEB 23 2012

WATER RESOURCES DEPT SALEM, OREGON

## **EXHIBIT**

Milton O. Brown, Attorney October 30, 1987 Page Two . . . .

D

Exhibit A describes the property to be acquired by the city. The new description reflects slightly less total area to be transferred to the city, based on the revised relocation configuration.

Roadway Improvements: Detailed roadway improvements are shown on Exhibits C-1, C-2 & C-3. Whereas the earlier plan called for a 50' right-of-way between the Tri-City Mobile Home Court and the Riverdale Subdivision to the South, the revised plan calls for a 50' right-of-way width at River Road, tapering to a 40' right-of-way width beginning at about 150' West of River Road. Adjacent to the Tri-City Mobile Home Court the new road will be paved 34 feet, curb to curb. with 3 foot landscape strips and pyramidal arborvitae hedges, including extruded curbing, on both sides of the road, and a 6 foot fence adjacent to the mobile home Sidewalks and standard curbing will be provided for about 40 feet only on both sides of Meldrum Bar Road westerly from River Road. There will be striped bicycle and pedestrian paths from the end of the sidewalk along both sides of the road to the end of the mobile home park. bicycle and pedestrian path will continue on the south side of the road to the ball fields parking lot in Meldrum Bar Park. These items will be constructed by the city at its expense (through the Marine Board and State Parks grants).

Mobile Home Relocation: Spaces A1 through A4 will be relocated to the North as shown in Exhibit C-6. contains a double-wide mobile home, and will require a 4' wider lot than it now occupies in order to meet required setbacks. Therefore, the lot widths of A1, A2 and A3 have been reduced by a foot or two feet each. A large tree on lot A4 will be removed. The mobile home park street adjacent to these four units will be reduced in width from 40 feet to 20 feet, and a 3 foot concrete walk will be provided adjacent to lots A1 through A4. The driveway apron and curb cut onto River Road will be redeveloped to accommodate the 20 foot wide mobile home park road. Perimeter fencing and landscaping will be extended north on River Road adjacent to space A1. All utility relocations, accessory buildings, awnings, carports, landscaping, etc., will be relocated or replaced as appropriate. All costs, including temporary relocation expenses, if any, will be borne by the city.

The unit on Space A will remain on its site. There is a 9'x 26' wooden shed located between the unit on Space A and Meldrum Bar Road which needs to be removed to allow for the road widening. The mobile home park manager advises that this shed has not been used for the last two years or so during his tenure and that it is not appurtenant to space A



D

Milton O. Brown, Attorney October 30, 1987 Page Three . . . .

or to its tenant. Due to its dilapidated condition, unless the city hears differently from you, this shed will be torn down and removed.

The unit on Space 1 will be relocated to a new site, as indicated on Exhibit C-6. A 20 foot wide roadway and 3 foot sidewalk will be constructed adjacent to the new space. All utilities, accessory buildings, carport, and landscaping will be relocated or replaced on the new site. All costs, including temporary relocation expenses, will be borne by the city.

Space 3 is located adjacent to and due north of Space 1. It will remain on its site, but due to the placement of this unit at an angle to the mobile home park road, it will acquire some additional area left over from the removal of the unit on Space 1 and the construction of the 20 foot wide roadway. This additional area will be developed as landscaping and sidewalk.

Water & Sewer Services: This project will provide water and gravity sewer services for all the relocated mobile homes. Water and gravity sewer connections can be readily extended to serve new sites on the property proposed to be transferred to the Tri-City Mobile Home Court, as shown on Exhibit C-4. If the mobile home park acquires the additional property to the west, gravity sewer may or may not serve the additional units and a pump station may be necessary.

The construction diagrams and exhibits attached hereto have been developed for this project as described above. If any additional information is necessary, please do not hesitate to contact me or Jonathan Block at 656-5225. Jack Hammond, City Attorney, will forward the necessary legal documents for the signatures of the Tri-City Mobile Home Court owners.

Again, if there is any way city staff can facilitate this process, please let me know.

RECEIVED

FEB 23 2012

WATER RESOURCES DEPT Attachments ALEM, OREGON CITY OF GLADSTONE

Ronald J. Partch

Ronald J. Partch City Administrator

JOHNF. KAUFFMA County Cle 03120

ding in the record

PM 4: 20



#### BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, that JOHN L. CLARK, (hereinafter "Grantor"), for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto CITY OF GLADSTONE, an Oregon municipal corporation (hereinafter "Grantee"), and unto Grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Clackamas, State of Oregon, described as follows, to wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

To have and to hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrance, EXCEPT (1) easement for water lines, including the terms and provisions thereof, as contained in deed recorded in Book 205, page 176, Deed Records; (2) right to maintain a ram and a pipe line as disclosed by deed recorded in Book 244, page 296, Deed Records; (3) easement, including the terms and provisions thereof, for power line, from R.W. Van Buren and Evangeline Van Buren, husband and wife, to Portland General Electric Company, a corporation of Oregon, dated June 10, 1953, recorded July 31, 1953, in Book 472, page 33, Deed Records; (4) easement, including the terms and provisions thereof, from H.C. Heath and Lillian Heath, husband and wife, to Portland General Electric Company, a corporation of Oregon, dated August 24, 1953, recorded October 20, 1953, in Book 474, page 610, Deed Records; (5) easement, including the terms and provisions thereof, in favor of Northwest Natural Gas Company, a corporation of the State of Oregon, recorded March 25, 1960, in Book 569, page 105, Fee No. 5306 (Affects Parcels I, II, III and IV); (6) maintenance agreement and easement, including the terms and provisions thereof, dated September 29, 1965, recorded September 29, 1965, in Book 34, page 650, Fee No. 65 16712; and (7) easement, including the terms and provisions thereof, in favor of City of Gladstone, a municipal corporation, recorded December 22, 1977, Fee No. 77 53308, and that grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this trans-

(92)

fer, stated in terms of dollars, is other. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses.

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 \_154 day of \_normales\_, 1987.

John L. Clark

STATE OF OREGON

ss.

County of Clackamas )

The foregoing instrument was acknowledged before me this sit day of neverther, 1987, by John L. Clark.

Notary Public for Oregon
My Commission Expires: //~2/-89

/====

After recording, return to:

2

Mars & Salled Ma

GAYLORD LAND SURVEYING 15000 S.E. LINDEN LANE MILWAUKIE OREGON 97267

OCTOBER 16, 1987

PROPERTY QUIT CLAIMED TO THE CITY OF GLADSTONE

BEGINNING AT A POINT WHICH BEARS N 33° 34' 00" W 20.21 FEET FROM A 2 INCH IRON PIPE AS SET FOR THE INITIAL POINT OF THE PLAT OF "RIVERDALE" A DULY RECORDED PLAT IN THE NORTHWEST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SECTION 19, T2S, R2E, W.M., CLACKAMAS COUNTY, OREGON. FROM THE TRUE POINT OF BEGINNING THENCE PARALLEL WITH THE NORTHWESTERLY LINE OF THE SAID PLAT S 64° 49' 00" W 304.73 FEET TO A POINT; THENCE N 33° 30' 00"E 20.21 FEET TO AN IRON ROD; THENCE N 64° 49' 00" E 164.47 FEET TO AN IRON ROD; THENCE N 61° 41' 42" E 139.13 FEET TO AN IRON ROD ON THE WESTERLY LINE OF RIVER ROAD; THENCE ALONG RIVER ROAD S 33° 34' 00" E 30.32 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED.

RECEIVED

FEB 23 2012

WATER RESOURCES DEPT SALEM, OREGON PROFESSIONAL LAND SURVEYOR

Frederick M. Saylone

OREGON
JULY 17, 1870
FREDERICK M. GAYLORD
929

do hereby certify that the instrument

STATE OF OREGON County of Clackamas Ë

88 031

rtificate (86)

Recording Certificate CCP-R4 (rev. 12/86)

A

**EXHIBIT** 

FEB 23 2012

WATER RESOURCES DEPT SALEM, OREGON

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, that LILLIAN HARRIS, (hereinafter "Grantor"), for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto CITY OF GLADSTONE, an Oregon municipal corporation (hereinafter "Grantee"), and unto Grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Clackamas, State of Oregon, described as follows, to wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

To have and to hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrance, EXCEPT (1) easement for water lines, including the terms and provisions thereof, as contained in deed recorded in Book 205, page 176, Deed Records; (2) right to maintain a ram and a pipe line as disclosed by deed recorded in Book 244, page 296, Deed Records; (3) easement, including the terms and provisions thereof, for power line, from R.W. Van Buren and Evangeline Van Buren, husband and wife, to Portland General Electric Company, a corporation of Oregon, dated June 10, 1953, recorded July 31, 1953, in Book 472, page 33, Deed Records; (4) easement, including the terms and provisions thereof, from H.C. Heath and Lillian Heath, husband and wife, to Portland General Electric Company, a corporation of Oregon, dated August 24, 1953, recorded October 20, 1953, in Book 474, page 610, Deed Records; (5) easement, including the terms and provisions thereof, in favor of Northwest Natural Gas Company, a corporation of the State of Oregon, recorded March 25, 1960, in Book 569, page 105, Fee No. 5306 (Affects Parcels I, II, III and IV); (6) maintenance agreement and easement, including the terms and provisions thereof, dated September 29, 1965, recorded September 29, 1965, in Book 34, page 650, Fee No. 65 16712; and (7) easement, including the terms and provisions thereof, in favor of City of Gladstone, a municipal corporation, recorded December 22, 1977, Fee No. 77 53308, and that grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this trans-

fer, stated in terms of dollars, is other. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses.

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 16th day of November , 1987.

STATE OF OREGON County of Clackamas )

The foregoing instrument was acknowledged before me this day of November, , 1987, by Lillian Harris.

NOTARY PUBLIC - OREGON

Notary Public for Oregon My Commission Expires: 7/5/90

After recording, return to:

FEB 23 2012 WATER RESOURCES DEPT SALEM, OREGON

GAYLORD LAND SURVEYING 15000 S.E. LINDEN LANE MILWAUKIE OREGON 97267

OCTOBER 16, 1987

PROPERTY QUIT CLAIMED TO THE CITY OF GLADSTONE

BEGINNING AT A POINT WHICH BEARS N 33° 34' 00" W 20.21 FEET FROM A 2 INCH IRON PIPE AS SET FOR THE INITIAL POINT OF THE PLAT OF "RIVERDALE" A DULY RECORDED PLAT IN THE NORTHWEST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SECTION 19, T2S, R2E, W.M., CLACKAMAS COUNTY, OREGON. FROM THE TRUE POINT OF BEGINNING THENCE PARALLEL WITH THE NORTHWESTERLY LINE OF THE SAID PLAT S 64° 49' 00" W 304.73 FEET TO A POINT; THENCE N 33° 30' 00"E 20.21 FEET TO AN IRON ROD; THENCE N 64° 49' 00" E 164.47 FEET TO AN IRON ROD; THENCE N 61° 41' 42" E 139.13 FEET TO AN IRON ROD ON THE WESTERLY LINE OF RIVER ROAD; THENCE ALONG RIVER ROAD S 33° 34' 00" E 30.32 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

JULY 17. 1970
FREDERICK M. GAYLORD
929

Sounty of Clackamas
)
ohn F. Kauffman, County Clerk, for the Count
amas, do hereby certify that the instrument
gwas received for recording in the records of sy at

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ATE OF OREGON

JOHN F. KAUFEMA County Cle 88 03122

**EXHIBIT** 

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FEB 23 2012

#### BARGAIN AND SALE DEED

WATER RESOURCES DEPT SALEM, OREGON

KNOW ALL MEN BY THESE PRESENTS, that JAMES GRELLE, (here-inafter "Grantor"), for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto CITY OF GLADSTONE, an Oregon municipal corporation (hereinafter "Grantee"), and unto Grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Clackamas, State of Oregon, described as follows, to wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

To have and to hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrance, EXCEPT (1) easement for water lines, including the terms and provisions thereof, as contained in deed recorded in Book 205, page 176, Deed Records; (2) right to maintain a ram and a pipe line as disclosed by deed recorded in Book 244, page 296, Deed Records; (3) easement, including the terms and provisions thereof, for power line, from R.W. Van Buren and Evangeline Van Buren, husband and wife, to Portland General Electric Company, a corporation of Oregon, dated June 10, 1953, recorded July 31, 1953, in Book 472, page 33, Deed Records; (4) easement, including the terms and provisions thereof, from H.C. Heath and Lillian Heath, husband and wife, to Portland General Electric Company, a corporation of Oregon, dated August 24, 1953, recorded October 20, 1953, in Book 474, page 610, Deed Records; (5) easement, including the terms and provisions thereof, in favor of Northwest Natural Gas Company, a corporation of the State of Oregon, recorded March 25, 1960, in Book 569, page 105, Fee No. 5306 (Affects Parcels I, II, III and IV); (6) maintenance agreement and easement, including the terms and provisions thereof, dated September 29, 1965, recorded September 29, 1965, in Book 34, page 650, Fee No. 65 16712; and (7) easement, including the terms and provisions thereof, in favor of City of Gladstone, a municipal corporation, recorded December 22, 1977, Fee No. 77 53308, and that grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this trans-



fer, stated in terms of dollars, is other. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses.

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 30 day of 20, 1987.

James Grelle

STATE OF OREGON )

Multname () ss.

County of Clackamas )

The foregoing instrument was acknowledged before me this day of November, 1987, by James Grelle.

PATTIANNE CARMICAL
NOTARY PUELIC - OREGON
My Commission Expires 2-15-91

Notary Public for Oregon My Commission Expires:

After recording, return to:



FEB 23 2012

WATER RESOURCES DEPT SALEM, OREGON

GAYLORD LAND SURVEYING 15000 S.E. LINDEN LANE MILWAUKIE OREGON 97267

OCTOBER 16, 1987

PROPERTY QUIT CLAIMED TO THE CITY OF GLADSTONE

BEGINNING AT A POINT WHICH BEARS N 33° 34' 00" W 20.21 FEET FROM A 2 INCH IRON PIPE AS SET FOR THE INITIAL POINT OF THE PLAT OF "RIVERDALE" A DULY RECORDED PLAT IN THE NORTHWEST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SECTION 19, T2S, R2E, W.M., CLACKAMAS COUNTY, OREGON. FROM THE TRUE POINT OF BEGINNING THENCE PARALLEL WITH THE NORTHWESTERLY LINE OF THE SAID PLAT S 64° 49' 00" W 304.73 FEET TO A POINT; THENCE N 33° 30' 00"E 20.21 FEET TO AN IRON ROD; THENCE N 64° 49' 00" E 164.47 FEET TO AN IRON ROD; THENCE N 61° 41' 42" E 139.13 FEET TO AN IRON ROD ON THE WESTERLY LINE OF RIVER ROAD; THENCE ALONG RIVER ROAD S 33° 34' 00" E 30.32 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED.

> PROFESSIONAL OREGON JULY 17, 1879 FREDERICK M. GAYI 929 GAYLORD

~ **;** Z

STATE OF OREGON

88 Recording Certificate CCP-R4 (rev. 12/86)

EXHIBIT

Recorded by TICOR TITLE

## RECEIVED

FEB 23 2012

## WATER RESOURCES DEPT SALEM, OREGON

#### BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, that MILTON O. BROWN, (hereinafter "Grantor"), for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto CITY OF GLADSTONE, an Oregon municipal corporation (hereinafter "Grantee"), and unto Grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Clackamas, State of Oregon, described as follows, to wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

To have and to hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrance, EXCEPT (1) easement for water lines, including the terms and provisions thereof, as contained in deed recorded in Book 205, page 176, Deed Records; (2) right to maintain a ram and a pipe line as disclosed by deed recorded in Book 244, page 296, Deed Records; (3) easement, including the terms and provisions thereof, for power line, from R.W. Van Buren and Evangeline Van Buren, husband and wife, to Portland General Electric Company, a corporation of Oregon, dated June 10, 1953, recorded July 31, 1953, in Book 472, page 33, Deed Records; (4) easement, including the terms and provisions thereof, from H.C. Heath and Lillian Heath, husband and wife, to Portland General Electric Company, a corporation of Oregon, dated August 24, 1953, recorded October 20, 1953, in Book 474, page 610, Deed Records; (5) easement, including the terms and provisions thereof, in favor of Northwest Natural Gas Company, a corporation of the State of Oregon, recorded March 25, 1960, in Book 569, page 105, Fee No. 5306 (Affects Parcels I, II, III and IV); (6) maintenance agreement and easement, including the terms and provisions thereof, dated September 29, 1965, recorded September 29, 1965, in Book 34, page 650, Fee No. 65 16712; and (7) easement, including the terms and provisions thereof, in favor of City of Gladstone, a municipal corporation, recorded December 22, 1977, Fee No. 77 53308, and that grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this trans-

fer, stated in terms of dollars, is other. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses.

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 1/2 day of Nocember, 1987.

STATE OF OREGON MORDHITECH County of Clackamas ) The foregoing instrument was acknowledged before me this day of ()enmys) , 1987, by Milton O. Brown. My Commission Expires: \_\_\_\_\_\_ After recording, return to:



RECEIVED
WATER RESOURCES OFFT
WATER SALEM ORESON

FEB 23 2012 WATER RESOURCES DEPT SALEM, OREGON

GAYLORD LAND SURVEYING 15000 S.E. LINDEN LANE MILWAUKIE OREGON 97267

OCTOBER 16, 1987

PROPERTY QUIT CLAIMED TO THE CITY OF GLADSTONE

BEGINNING AT A POINT WHICH BEARS N 33° 34' 00" W 20.21 FEET FROM A 2 INCH IRON PIPE AS SET FOR THE INITIAL POINT OF THE PLAT OF "RIVERDALE" A DULY RECORDED PLAT IN THE NORTHWEST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SECTION 19, T2S, R2E, W.M., CLACKAMAS COUNTY, OREGON. FROM THE TRUE POINT OF BEGINNING THENCE PARALLEL WITH THE NORTHWESTERLY LINE OF THE SAID PLAT S 64° 49' 00" W 304.73 FEET TO A POINT; THENCE N 33° 30' 00"E 20.21 FEET TO AN IRON ROD; THENCE N 64° 49' 00" E 164.47 FEET TO AN IRON ROD; THENCE N 61° 41' 42" E 139.13 FEET TO AN IRON ROD ON THE WESTERLY LINE OF RIVER ROAD; THENCE ALONG RIVER ROAD S 33° 34' 00" E 30.32 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED.

> REGISTERED PROFESSIONAL SURVEYOR OREGON JULY 17, 1970 ERICK M. GAY GAYLORD

2 I, John F. Kauffman, County Clerk, for Clackamas, do hereby certify that the writing was received for recording in the recounty at 4:

 $\infty$ 

**EXHIBIT** 

County of Clackamas

FEB 23 2012

#### WARRANTY DEED

WATER RESOURCES DEPT SALEM, OREGON

KNOW ALL MEN BY THESE PRESENTS, that MARY LOU IREMONGER (hereinafter "Grantor"), for the consideration hereinafter stated, to grantor paid by CITY OF GLADSTONE, an Oregon municipal corporation ("Grantee"), does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Clackamas and State of Oregon, described as follows, to wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

To have and to hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrance, EXCEPT (1) easement for water lines, including the terms and provisions thereof, as contained in deed recorded in Book 205, page 176, Deed Records; (2) right to maintain a ram and a pipe line as disclosed by deed recorded in Book 244, page 296, Deed Records; (3) easement, including the terms and provisions thereof, for power line, from R.W. Van Buren and Evangeline Van Buren, husband and wife, to Portland General Electric Company, a corporation of Oregon, dated June 10, 1953, recorded July 31, 1953, in Book 472, page 33, Deed Records; (4) easement, including the terms and provisions thereof, from H.C. Heath and Lillian Heath, husband and wife, to Portland General Electric Company, a corporation of Oregon, dated August 24, 1953, recorded October 20, 1953, in Book 474, page 610, Deed Records; (5) easement, including the terms and provisions thereof, in favor of Northwest Natural Gas Company, a corporation of the State of Oregon, recorded March 25, 1960, in Book 569, page 105, Fee No. 5306 (Affects Parcels I, II, III and IV); (6) maintenance agreement and easement, including the terms and provisions thereof, dated September 29, 1965, recorded September 29, 1965, in Book 34, page 650, Fee No. 65 16712; and (7) easement, including the terms and provisions thereof, in favor of City of Gladstone, a municipal corporation, recorded December 22, 1977, Fee No. 77 53308, and that grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this trans-



fer, stated in terms of dollars, is other. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses.

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 2 day of Web., 1987.

Mary Lou Iremonger

STATE OF OREGON
)

... The foregoing instrument was acknowledged before me this

MARION )ss.
County of Ghackemas )

Notary Public for Oregon
My Commission Expires: //-29-90

1987, by Ma<del>ry Lou Ire</del>monger.

After recording, return to:

day of Desember

RECEIVED 2.3 2012 SORT

2

FEB 23 2012

**EXHIBIT** 

WATER RESOURCES DEPT SALEM, OREGON

GAYLORD LAND SURVEYING 15000 S.E. LINDEN LANE MILWAUKIE OREGON 97267

OCTOBER 16, 1987

PROPERTY QUIT CLAIMED TO THE CITY OF GLADSTONE

BEGINNING AT A POINT WHICH BEARS N 33° 34' 00" W 20.21 FEET FROM A 2 INCH IRON PIPE AS SET FOR THE INITIAL POINT OF THE PLAT OF "RIVERDALE" A DULY RECORDED PLAT IN THE NORTHWEST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SECTION 19, T2S, R2E, W.M., CLACKAMAS COUNTY, OREGON. FROM THE TRUE POINT OF BEGINNING THENCE PARALLEL WITH THE NORTHWESTERLY LINE OF THE SAID PLAT S 64° 49' 00" W 304.73 FEET TO A POINT; THENCE N 33° 30' 00"E 20.21 FEET TO AN IRON ROD; THENCE N 64° 49' 00" E 164.47 FEET TO AN IRON ROD; THENCE N 61° 41' 42" E 139.13 FEET TO AN IRON ROD ON THE WESTERLY LINE OF RIVER ROAD; THENCE ALONG RIVER ROAD S 33° 34' 00" E 30.32 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED.

STATE OF OREGON

County of Clackamas

County of Clackamas

County of Clackamas

County of Clackamas

Clackamas, do hereby certify that the instrument of writing was received for recording in the records of said county at a county at Clackamas

Clackamas, do hereby certify that the instrument of writing was received for recording in the records of said county at Clackaman

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FEB 23 2012

WATER RESOURCES DEPT SALEM, OREGON

#### WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that THE CITY OF GLADSTONE, an Oregon municipal corporation (hereinafter "Grantor"), for the consideration stated, to grantor paid by MARY LOU IREMONGER, (hereinafter "Grantee"), does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Clackamas and State of Oregon, described as follows, to wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

To have and to hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrance, EXCEPT (1) easement, including the terms and provisions thereof, in favor of Portland General Electric Company, an Oregon corporation, its successors and assigns, recorded --, in Book 51, page 424, Commissioner Journal Records; (2) easement, including the terms and provisions thereof, in favor of City of Lake Oswego, recorded June 17, 1968, Fee No. 68 11250. Parcel I); (3) easement, including the terms and provisions thereof, in favor of L.A. Read, recorded March 13, 1972, Fee No. 72 6597; (4) right, title and interest of the State of Oregon, by and through its Department of Transportation, Highway Division, as grantee in various Deeds recorded March 27, 1974, Fee No. 74 7387; Fee No. 74 7388; Fee No. 74 7389; Fee No. 74 7390 and Deed recorded July 25, 1974, Fee No. 74 20816; (5) sewer lines and water lines easement, including the terms and provisions thereof, in favor of Jack W. Parker, his heirs and assigns, recorded November 23, 1977, Fee No. 77 48025; and (6) road and utility purposes easement, including the terms and provisions thereof, in favor of City of Gladstone, a municipal corporation, recorded December 22, 1977, Fee No. 77 53308, and that grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is other. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.



This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses.

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 at day of annuary, 1988.

Title: Lity Alministration

City of Gladstone

STATE OF OREGON ) )ss.
County of Clackamas )

The foregoing instrument was acknowledged before me this day of January, 1988, by Bonald C. Partile.

Notary Public for Oregon

My Commission Expires: 3-21-90

After recording, return to: Jack Hammond P. O. Box 648

West Linn, OR 97068

2

ALCHIED OF STATE SHEET OF SHEET SHEE

GAYLORD LAND SURVEYING 15000 S.E. LINDEN LANE MILWAUKIE OREGON 97267

OCTOBER 16, 1987

PROPERTY QUIT CLAIMED BY THE CITY OF GLADSTONE

BEGINNING AT A 2 INCH IRON PIPE AS SET FOR THE INITIAL POINT OF THE PLAT OF "RIVERDALE" A DULY RECORDED PLAT IN THE NORTHWEST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SECTION 19, T2S, R2E, W.M., CLACKAMAS COUNTY, OREGON THENCE ALONG THE NORTHWESTERLY LINE OF THE SAID PLAT S 64° 49' 00" W 557.98 FEET TO AN IRON PIPE; THENCE N 33° 30' 00" E 40.25 FEET TO AN IRON ROD AT THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED. FROM THE TRUE POINT OF BEGINNING THENCE N 64° 49' 00" E 253.22 FEET TO AN IRON ROD; THENCE N 33° 30' 00" W 89.57 FEET TO AN IRON ROD; THENCE S 64° 49' 00" W 240.26 FEET TO AN IRON ROD; THENCE S 25° 11' 00" E 88.63 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED.

RECEIVED

FEB 23 2012

WATER RESOURCES DEPT SALEM, OREGON

REGISTERED PROFESSIONAL AND SURVEYOR

OREGON JULY 17, 1970 FREDERICK M. GAYLORD 929

y of t of said Kaufiman, County Clerk, for the County do hereby certify that the instrument received for recording in the records of sa ≒ I, John F. P Clackamas, writing was re county at

STATE OF OREGON County of Clackamas

88 Recording Certificate CCP-R4 (rev. 12/86)

**EXHIBIT** 

#### HUTCHISON, HAMMOND, WALSH, HERNDON & DARLING

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
21790 WILLAMETTE DRIVE
P.O. BOX 648
WEST LINN, OREGON 97068

JOHN C. HUTCHISON
JOHN H. HAMMOND, JR.
MICHAEL D. WALSH
ROBERT D. HERNDON
DEANNE L. DARLING

TELEPHONE (503) 656-1694

June 27, 1988

Mr. Malcolm L. Brand Attorney at Law P.O. Box 183 Salem, OR 97308

RE: City of Gladstone - Tri-City Mobile Home Park Property Exchange Our File No. 1610.010

Dear Malcolm:

Enclosed please find the title insurance policy reflecting the property exchanged between the City of Gladstone to the Tri-City Mobile Home Park. The title policy reflects that your client, Mary Lou Iremonger, is the insured party in interest.

Sincerely,

John H. Hammond, Jr. City Attorney

JHH/kt

Enclosure (1)
Original Title Policy

cc: Mr. Ronald Partch City Administrator

RECEIVED

FEB 23 2012

WATER RESOURCES DEPT SALEM, OREGON



#### SCHEDULE A

Amount \$ 16,360.00

Date January 25, 1988

At 8:00 A.M.

Premium \$ 185.00

INSURED

---- MARY LOU IREMONGER -----

The estate or interest referred to herein is, at the date hereof, vested in

---- MARY LOU IREMONGER -----

The land referred to in this policy is described as

IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON

Beginning at a 2 inch iron pipe as set for the initial point of the plat of RIVERDALE, a duly recorded plat in the northwest one-quarter of the southeast one-quarter of Section 19, Township 2 South, Range 2 East, W.M., Clackamas County, Oregon; thence along the northwesterly line of the said plat, South 64° 49' 00" West 557.98 feet to an iron pipe; thence North 33° 30' 00" East 40.25 feet to an iron rod at the true point of beginning of the tract herein described. From the true point of beginning, thence North 64° 49' 00" East 253.22 feet to an iron rod; thence North 33° 30' 00" West 89.57 feet to an iron rod; thence South 64° 49' 00" West 240.26 feet to an iron rod; thence South 25° 11' 00" East 88.63 feet, more or less, to the true point of beginning of the tract herein described. -----

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## **Policy of Title Insurance**

TICOR TITLE INSURANCE COMPANY OF CALIFORNIA, a California corporation, hereinafter called the Company, for a valuable consideration paid for this policy of title insurance, the number, date, and amount of which are shown in Schedule A, does hereby insure the parties named as Insured in Schedule A, the heirs, devisees, personal representatives of such Insured, or if a corporation, its successors by dissolution, merger or consolidation, against direct loss or damage not exceeding the amount stated in Schedule A, together with costs, attorneys' fees and expenses which the Company may be obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

Title to the land described in Schedule A being vested, at the date hereof, otherwise than as herein stated; or Unmarketability, at the date hereof, of the title to said land of any vestee named herein, unless such unmarketability exists because of defects, liens, encumbrances, or other matters shown or referred to in Schedule B; or Any defect in, or lien or encumbrance on, said title existing at the date hereof, not shown or referred to in Schedule B, or excluded from coverage in the Schedule of Exclusions from Coverage; or

Any defect in the execution of any mortgage or deed of trust shown in Schedule B securing an indebtedness, the owner of which is insured by this policy, but only insofar as such defect affects the lien or charge of such mortgage or deed of trust upon said land; or

Priority, at the date hereof, over any such mortgage or deed of trust, of any lien or encumbrance upon said land. except as shown in Schedule B such mortgage or deed of trust being shown in the order of its priority,

all subject, however, to the Schedule of Exclusions from Coverage and the Conditions and Stipulations hereto annexed, which, together with Schedules A and B are hereby made a part of this policy.

This policy shall not be valid or binding until countersigned below by a validating signatory of the Company.

RECEIVED

WATER RESOURCES DEPT SALEM, OREGON

TICOR TITLE INSURANCE COMPANY OF CALIFORNIA

40211

William Alkania

AINA

Attest

President

Secretary

Validating Signatory

RECEIVED

FER 23 2012

WATER RESOURCES DEPT
SALEM, OREGON

#### PERSONAL REPRESENTATIVE'S DEED

THIS INDENTURE made this the day of November, 1987, by and between CAROLYN C. BRUNE, the duly appointed, qualified and acting personal representative of the estate of Donald E. Kettleberg, deceased (hereinafter "First Party") and CITY OF GLADSTONE, an Oregon municipal corporation (hereinafter "Second Party").

#### WITNESSETH:

For value received and the consideration hereinafter stated, the receipt whereof hereby is acknowledged, the first party has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said second party and second party's heirs, successors—in—interest and assigns all the estate, right and interest of the said deceased at the time of decedent's death, and all the right, title and interest that the said estate of the said deceased by operation of the law or otherwise may have thereafter acquired in that certain real property situate in the County of Clackamas, State of Oregon, described as follows, to wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

To have and to hold the same unto the said second party and second party's heirs, successors-in-interest and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrance, EXCEPT (1) easement for water lines, including the terms and provisions thereof, as contained in deed recorded in Book 205, page 176, Deed Records; (2) right to maintain a ram and a pipe line as disclosed by deed recorded in Book 244, page 296, Deed Records; (3) easement, including the terms and provisions thereof, for power line, from R.W. Van Buren and Evangeline Van Buren, husband and wife, to Portland General Electric Company, a corporation of Oregon, dated June 10, 1953, recorded July 31, 1953, in Book 472, page 33, Deed Records; (4) easement, including the terms and provisions thereof, from H.C. Heath and Lillian Heath, husband and wife, to Portland General Electric Company, a corporation of Oregon, dated August 24, 1953, recorded October 20, 1953, in Book 474, page 610, Deed Records; (5) easement, including the terms and provisions thereof, in favor of Northwest Natural Gas Company, a corporation of the State of Oregon, recorded March 25, 1960, in Book 569, page 105, Fee No. 5306



Parcels I, II, III and IV); (6) maintenance agreement and easement, including the terms and provisions thereof, dated September 29, 1965, recorded September 29, 1965, in Book 34, page 650, Fee No. 65 16712; and (7) easement, including the terms and provisions thereof, in favor of City of Gladstone, a municipal corporation, recorded December 22, 1977, Fee No. 77 53308, and that grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is other. However, the actual consideration consists of or includes other property or value given or promised which is the whole of the consideration.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses.

IN WITNESS WHEREOF, the said first party has executed this instrument; if first party is a corporation, it has caused its corporate name to be signed hereto and its corporate seal affixed by its officer duly authorized thereunto by order of its Board of Directors.

> Personal Representative of the Estate of Donald E. Kettleberg,

Deceased

STATE, OF OREGON Muitnomen ) SS. County of Clackamas )

> Atherforegoing instrument was acknowledged before me this Day of November, 1987, by CAROLYN C. BRUNE.

> > utuse & Jeansul Notary Public for Oregon My Commission Expires: 2/23/86

After recording, return to: Michael J. Gentry

TOOZE MARSHALL SHENKER HOLLOWAY & DUDEN

333 SW Taylor Street

= Portland, Oregon 27204 = =



GAYLORD LAND SURVEYING 15000 S.E. LINDEN LANE MILWAUKIE OREGON 97267

OCTOBER 16, 1987

PROPERTY QUIT CLAIMED TO THE CITY OF GLADSTONE

BEGINNING AT A POINT WHICH BEARS N 33° 34' 00" W 20.21 FEET FROM A 2 INCH IRON PIPE AS SET FOR THE INITIAL POINT OF THE PLAT OF "RIVERDALE" A DULY RECORDED PLAT IN THE NORTHWEST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SECTION 19, T2S, R2E, W.M., CLACKAMAS COUNTY, OREGON. FROM THE TRUE POINT OF BEGINNING THENCE PARALLEL WITH THE NORTHWESTERLY LINE OF THE SAID PLAT S 64° 49' 00" W 304.73 FEET TO A POINT; THENCE N 33° 30' 00"E 20.21 FEET TO AN IRON ROD; THENCE N 64° 49' 00" E 164.47 FEET TO AN IRON ROD; THENCE N 61° 41' 42" E 139.13 FEET TO AN IRON ROD ON THE WESTERLY LINE OF RIVER ROAD; THENCE ALONG RIVER ROAD S 33° 34' 00" E 30.32 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED.

# RECEIVED

FEB 23 2012

WATER RESOURCES DEPT SALEM, OREGON

REGISTERED PROFESSIONAL OREGON JULY 17, 1970 FREDERICK M. GAYLORD 929

I, John F. Kauffman, County C. Clackamas, do hereby certify th writing was received for recording county at

County of Clackamas

STATE OF OREGON

Recording Certificate CCP-R4 (rev. 12/86)

 $\infty$ 

**EXHIBIT** 

CLACKAMAS COUNTY, OREGON, a po		of Orenon conveys to
City of Gladstone		
all its right, title and interest in that real proper		
scribed as:		
•		
SEE DESCRII	PTION ON REVERSE SIDE	RECEIVED
	·	FEB 23 2012
		WATER RESOURCES DEPT SALEM, OREGON
The purpose of this deed is to r it applies to this parcel.	release the reversionar	ry clause as
The true and actual consideration being paid	for this transfer stated in terms o	f dollars is
		,,
as the amount of any lien, mortgage, contract,	indebtedness or other encumbra	ance existing against the
above-described real property to which the prope	erty remains subject or which the	e purchaser agr <b>ees to</b> pay
or assume.	· ·	٠.,
Clackamas County, Oregon pursuant to an C	Order duly adopted by its Board o	of County Commissioners
caused this deed to be executed by the Board of (	missioners' Journal, commencing	on Page <u>\$18</u> has
and entered in Volume of the Commonsed this deed to be executed by the Board of Coday of April, 19.87.  This instrument does not guarantee that any particular use may be made of the property described in this instrument. A buyer should check with the appropriate city or county	missioners' Journal, commencing County Commissioners of Clackar	on Page <u>\$18</u> has
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#### LEGAL DESCRIPTION

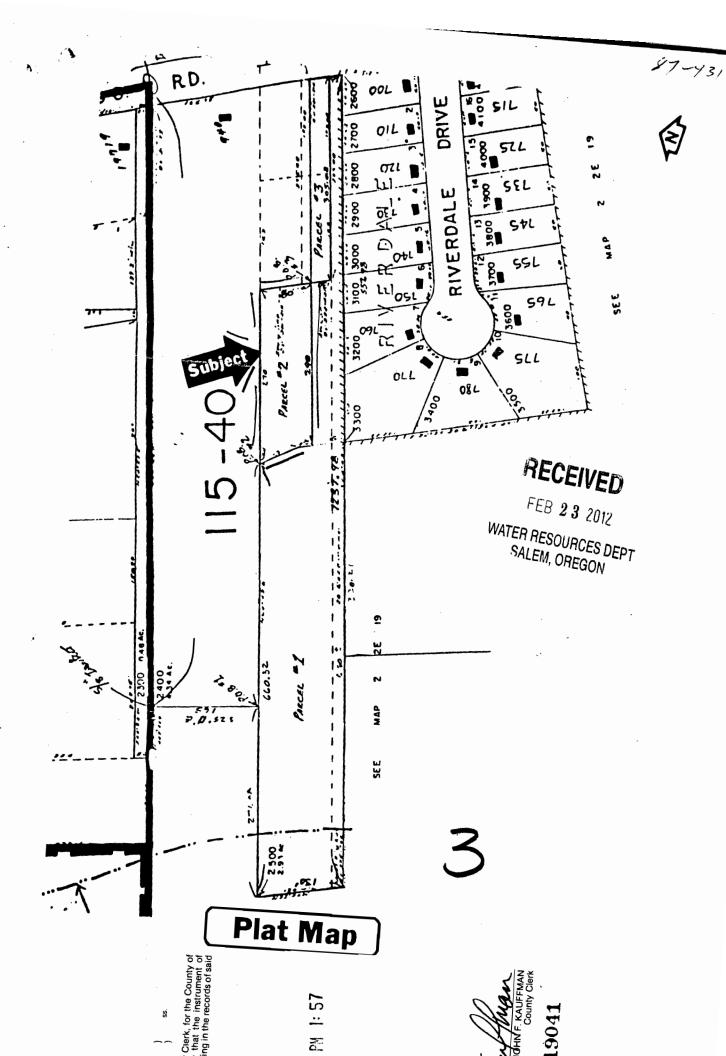
#### Parcel 2

A tract of land located in the Peter M. Rinearson Claim Number 41 in Township 2 South, Range 2 East of the Willamette Meridian and being a part of the tract of land described in that certain conveyance from Axel W. Anderson and Amelia R. Anderson to Clackamas County and recorded in Book 459 on Page 669, Record of Deeds for Clackamas County, Oregon, the tract herein conveyed being more particularly described as follows, to-wit:

Commencing at the most northerly corner of the aforesaid Clackamas County tract in the centerline of the Milwaukie-Rinearson Road, commonly called River Road, which point is South 9.69 chains and 24.88 chains from the one-quarter section corner between Section 19 and 20, Township 2 South, Range 2 East of the Willamette Meridian; thence following the Northwesterly boundary of said Clackamas County tract, South 64°49' West, 951.30 feet from the one-quarter to a 5/8 inch iron bolt;

Thence South 25°11' East, 165 feet; thence North 64°49' East, 389.24 feet to the true point of beginning of this description; thence South 50°30' East, 70 feet; thence South 33°30' East, 20 feet; thence North 64°49' East, 240 feet; thence North 33°30' West, 80 feet; thence South 64°49' West, 270 feet to the point of beginning and containing 20,100 square feet more or less (.46 acre).





FORM No. 961—Stevens-Ness Law Publishing Co., Portland, Ore. 9720-	4	★ This document recorded as 83- 31680 on 9-26-83. It is being		
B. GAIN AN CHARLES E. OLSON	D SALE DEED—STATUTORY INDIVIDUAL GRANTOR	rerecorded as the previous re-		
conveys toTHE CITY OF GLADSTONE, a municipal corporation,				
Grantee, the following real property situated inClackamas				
County, Oregon, to-wit:	e ronowing rear property site	aled In Clackanias		
The Real Property locat described in Exhibit A, attac this reference.				
SUBJECT TO the obligations of the City of Gladstone (1) to retain the subject parcel for strict public use for at least three years, and (2) if the property is sold after the said three years, to use the proceeds of such sale for park and recreation purpose within the City limits and only for such purposes.				
		FEB 23 2012		
		WATER RESOURCES DEPT SALEM, OREGON		
	CIENT, CONTINUE DESCRIPTION ON REVER	SE SIDE)		
The true consideration for this conveyance is \$agift. (Here comply with the requirements of ORS 93.030)				
Dated this 23rd day of September 19.83  CHARLES E. OLSON				
A Committee of the Comm				
WASHINGTON STATE OF COUNTRICON, County of Personally appeared the above named	) ss. CHARLES E. OLSON	September 23 , 1983		
and acknowledged the foregoing instrument to be his voluntary act and deed.				
Before me: Xorence & Carlson				
	Public for Oregon—My com	nission expires: Dec 10,1185		
BARGAIN AND SALE DEED				
CHARLES E. OLSON		STATE OF OREGON		
THE CITY OF GLADSTONE GRANTEE		County of		
c/o Deanne Darling, Esq. Con City, 209 Barclay Bldg, Oregon City, 209 Barclay Bldg, OR 97045		I certify that the within instru-		
GRANTEE'S ADDRESS, ZIP OR 97045  After recording return to:		ment was received for record on the day of, 19		
_		ato'clockM., and recorded		
City of Gladstone c/o Deanne Darling, Esq.	SPACE RESERVED	in bookon pageor as		
209 Barclay Building	RECORDER'S USE	file/reel number,		
Oregon City, Oregon 97045		Record of Deeds of said County.  Witness my hand and seal of		
Until a change is requested, all tax statements shall be sent to the following address:		County affixed.		
		Recording Officer		
		ByDeputy		

NAME, ADDRESS, ZIP

CELLE OF SERVICE OF SE

.JG

#### EXHIBIT A

Real property situated in the County of Clackamas and State of Oregon, bounded and described as follows, to-wit:

Part of the P.M. Rinearson and wife D.L.C. in Section 19, T. 2 S., R. 2 E., of the W.M., described as:

Beginning at a point on the East side of the Portland-Oregon City Highway known as Super Highway, where the division line between the North and South Halves of said D.L.C., intersects the East line of said highway; thence North 64°16' East on said division line 300 feet to the most Easterly corner of that certain tract of land conveyed to Charles E. Olson, et ux, by Deed recorded March 25, 1963, in Book 619, Page 183, Deed Records, and the true place of beginning of the tract herein to be described; thence North 64°16' East along said division line a distance of 576 feet, more or less, to the Northwest corner of a tract of land conveyed to Sarah K. Blount and recorded December 2, 1902, in Book 82, of Deeds, at Page 162, Records of Clackamas County, Oregon; thence South 25°44' East along the West line of said Blount land 290.53 feet to the Northeast corner of a tract of land conveyed to Matilda A. Fischer, by Deed recorded June 6, 1944, in Book 326, Page 217, said Deed Records; thence along the center of ditch as described in said Fischer Deed, South 74°32'30" West 135.65 feet, to a point and South 57°29'40" West 335.90 feet to a point, and South 58°02'50" West a distance of 96.41 feet, more or less, to the most Southerly corner of said Olson tract; thence Northeasterly along the Southeasterly line of said Olson Tract a distance of 300 feet, more or less, to the place of beginning.



r, County Clerk, Ex-Officiones of the State of Oregon, lackamas, do hereby certify of writing was received for is of said County at



INTERGOVERNMENTAL LEASE AGREEMENT FEB 2 3 2012 WATER RESOURCES DEPT SALEM, OREGON

THIS AGREEMENT, made and entered into by and between the STATE OF OREGON, by and through its Department of Transportation Highway Division, hereinafter called STATE, and the CITY OF GLADSTONE, a political subdivision of the State of Oregon, by and through its City Officials, hereinafter called CITY:

### WITNESSETH

WHEREAS, CITY proposes to undertake certain custodial maintenance functions, and to provide certain other municipal services and improvements for the park and recreational land in the City of Gladstone, Oregon, hereinafter called PROJECT, and described in Exhibit "A" attached hereto, which by this reference is made part of this agreement, and

WHEREAS, STATE and units of local government may enter into agreements concerning the acquisition of park and recreation lands and the development thereof, pursuant to ORS 366.400 and ORS 190.100, and

WHEREAS, STATE has acquired portions of PROJECT with Federal assistance from the Land and Water Conservation Fund Act of 1965 (78 Stat. 897) and has acquired other portions of PROJECT from the Oregon Division of State Lands; and

WHEREAS, it is the intent of the parties hereto that the City assume responsibility for developing and maintaining the PROJECT in accordance with the Land and Water Conservation Fund Act of 1965 (78 Stat. 897), other

. applicable Federal and State statutes, and the requirements of the Heritage Conservation and Recreation Service.

MCLL. THEREFORE, for and in consideration of the mutual promises and covenants contained herein, it is agreed by and between the parties as follows:

Ţ

This Lease Agreement shall replace, supersede and nullify the agreement entered into between the parties to this Agreement on September 11, 1:74, and the supplemental agreement entered into on August 24, 1976, relating to maintenance and custodial responsibility for the project, as then defined, located at Meldrum Bar.

Π

STATE, for and in consideration of the covenants, conditions, agreements and stipulations of CITY herein, does hereby lease unto CITY for public park recreational and development purposes that parcel of real property, located in Clackamas County, Oregon, described in the attached Exhibit A, which is hereinafter referred to as PROJECT. By this reference, Exhibit A is incorporated into and made part of this Lease Agreement.

TO HAVE AND TO HOLD the above described premises unto CITY for a period of twenty-five (25) years beginning on <u>September 25</u>, 1279, and terminating on <u>September 24</u>, 2004.

III

It is understood and agreed by the parties hereto that PROJECT includes a parcel of land deeded to STATE by the Oregon Division of State Lands, described as follows:



FEB 23 2012

WATER RESOURCES DEPT

A parcel of land known as Meldrum Bar which is immedia AMM, OREGON West of the Peter M. Rinearson Donation Land Claim No. 41, in Section 19, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, State of Oregon, a more particular description of which is as follows:

Beginning at a point in the division line of the Peter M. Rinearson Claim dividing the boundry between the husband's and wife's one-half that is South 3206.98 feet and West 456.3 feet distant from the one-quarter section corner common to Sections 18 and 19, said township and range, said point being the most Northerly corner of the tract of land described in that certain conveyance from Abbie C. Preble and E. P. Preble to John Vitas and Nick Vitas and recorded July 8, 1924 in Book 175 on Page 558, Record of Deeds of Clackamas County Oregon; thence South 640 00' West along the aforementioned division line, 1214.0 feet to the Northwesterly corner of said Vitas property; thence North 370 14' West 483.3 feet to a point on the low water line of the Willamette River at the most Southerly end of Meldrum Slough, this being the true point of beginning of the tract herein described; thence South 650 36' East 80.0 feet; thence South 170 06' East 269.0 feet; thence South 360 41' East 70.0 feet; thence South 24° 11' East 226.0 feet; South 12° 21' East 236.0 feet thence South 210 44 East 152.0 feet; thence South 240 59' East 232.0 feet; thence South 80 41' West to the ordinary low water line of the Willamette River; thence Northerly along said ordinary low water line to the Southerly shore line of Meldrum Slough; thence along the Southerly shore line of Meldrum Slough to the true point of beginning.

A. CITY acknowledges that the Oregon Division of State Lands has reserved to itself, its successors and assigns, all geothermal resources as defined in ORS 273.775 (2) and all minerals as defined in ORS 273.775 (1), except soil, clay, stone, sand and gravel which may be located on the parcel described in this Article. CITY acknowledges that the Oregon Division of State Lands has reserved to itself the right to receive royalties for all soil, clay, stone, sand and gravel removed by STATE in excess of 2,500 cubic yards annually, and that only STATE has been granted express authority and permission to remove up to 2,500 cubic yards of soil, clay, stone, sand and gravel

from the parcel described above in this Article.

B CITY therefore agrees that CITY shall not remove or deplete any geothermal resources, minerals, soil, clay, stone, sand, gravel or other aggregate without first having received permission from the Oregon Division of State Lands to do so.

C. CITY shall pay to the Oregon Division of State Lands any and all royalty payments made due as a result of CITY'S removal or exploitation of any geothermal resources, minerals, soil, clay, stone, sand, gravel or other aggregate which may occur in CITY's development, operation of or maintenance of that portion of PROJECT comprised of the parcel described above in this Article.

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CITY shall construct and operate and maintain for public recreational use throughout the terms of this Lease Agreement, a boat basin with a boat launching ramp and other facilities to include adequate vehicle access between the basin and launching area and the adjacent public road system. The boat basin and the facilities, roads and approaches attendant to its recreational use shall be completed and available for public use within three (3) years from the date this Lease Agreement is executed by STATE'S signatory representative.

CITY shall charge no fee, nor demand any consideration, for use by the public of the boat basin and facilities constructed, operated KELINED REGISTER. and maintained by CITY pursuant to the Lease Agreement.

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CITY agrees that the leased premises shall be used only for public park and recreation purposes.

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- CI.) shall perform the following services and functions on the area covered by PROJECT.
  - A. Provide general custodial maintenance functions including the collection and disposal of litter and translocated on the PROJECT area, and, with the written consent of STATE, the abatement of any condition on the property that would constitute a fire hazard;
  - B. Provide police coverage to include periodic patrolling;
  - Provide fire protection;
  - D. Post PROJECT area as a public park subject to municipal ordinances and regulations. Such posting shall acknowledge STATE ownership, CITY maintenance, and Federal Land and Water Conservation Fund assistance.

/III

CITY will comply at all times with the Land and Water Conservation.

Fund Project Agreement - General Provisions attached hereto, marked

Exhibit 'B" and by this reference made a part of this Lease Agreement
as though CITY were (the) STATE as defined in Section A.5 of said

Exhibit 'B". CITY further agrees to comply with all rules or requirements of the Department of the Interior Beritage Conservation and Recreation

Service which apply, or are applied to PROJECT. Existing recreation

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This Lease Agreerent may be modified on arended, including the adding of additional STATE property to PROJECT area, by the mutual consent of the parties with the concurrence of the partiage Conservation & Recreation Service. This shall be handled by a latter agreement signed by all parties involved with the description of the land involved attached to the letter agreement as an exhibit.

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Any buildings or other improvements constructed on the PROJECT land by CITY shall become the property of STATE upon the termination of the particle of this Lease Agreement or any extension thereof. CITY shall neconstruct any buildings or improvements except those mentioned in Article IV of this Lease Agreement without prior written approval of STATE.

CITY shall not assign or sublet any of its rights under this Lease Agreement. This Article is not to be construed so as to prevent CITY from hiring employes or engaging contractors to secure the performance of CITY construction, maintenance and law enforcement obligations under this Lease Agreement.

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CITY shall not remote any timber, brush or vegetation, or make any significant alterations of changes in or upon the PROJECT area without the prior written consent of STATE.

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XIII

CITY shall not permit any concessions to operate or be located on or within the PROJECT area.

#### XIV

- A. STATE or CITY may terminate this Lease Agreement effective 30 days after delivery of written notice to the other party, or at such later date as may be established by either party, under any of the following conditions:
  - 1. If CITY funds from Federal and local sources are not obtained and maintained at levels sufficient to allow for the financing of the construction and performance of duties required under this Lease Agreement. When possible, and when agreed upon, this Lease Agreement may be modified to accommodate a reduction in funds.
    - a. The foregoing paragraph shall not be construed as to permit CITY to avoid performance of its obligations under this Lease Agreement by enacting local ordinances or finance policies inconsistent with CITY's fulfillment of such obligations. It is intended to apply only in situations of financial emergency or unanticipated and substantial reduction in CITY revenues.
  - 2. If federal or state laws, regulations or guidelines are modified or changed in such a way that performance of the terms of this Lease Agreement is no longer allowable

or appropriate.

- 3. If this Lease Agreement should be terminated under the condition described in paragraph 1 or 2 of Article XIV, and before completion of the construction described in Article IV, any and all buildings or other improvements constructed on the PROJECT area by CITY, whether completed or not, shall become the property of STATE, and CITY will not be obligated to complete construction.
- B. STATE, by written notice of default or breach to CITY, may terminate the whole or any part of this Lease Agreement:
  - If CITY fails to complete construction of, and open the facilities described in Article IV to public use within the time specified in Article IV or any extension thereof; or
  - 2. If CITY fails to perform any of the other provisions of this Lease Agreement, or so fails to pursue the fulfillment of its obligations as to endanger performance of this Lease Agreement in accordance with its terms, and, after receipt of written notice from STATE, fails to correct such failures within a time as specified in the notice. The rights and remedies of STATE provided in section B of Article XIV shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Lease Agreement.



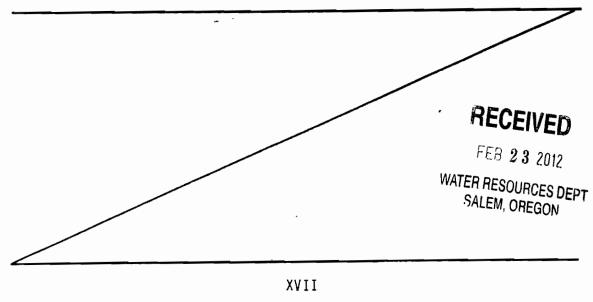
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Time is of the essence in every provision of this Lease Agreement. Failure of STATE to object to the violation of any of the provisions of this Lease Agreement shall not be deemed a waiver by STATE of a subsequent similar breach or of STATE's right to demand strict performance by CITY of the conditions and covenents of this Lease Agreement.

#### XVI

STATE, the federal government, the Oregon Secretary of State's Office and their duly authorized representatives shall have access to the books, documents, papers and records of CITY which are pertinent to this Lease Agreement for the purpose of making audits, examinations, excerpts and transcripts.



The parties to this Lease Agreement shall comply with the requirements of Title VI of the Civil Rights Act of 1964, the Vocational Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 390, and the Davis-Bacon Act, P.L. 88-349, 78 Stat. 238.

#### XVIII

CITY shall sign this Lease Agreement at a duly authorized session of its City Officials.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

The Oregon Transportation Commission by a duly adopted delegation order (Delegation Order No. 26, Paragraph 17, June 19, 1979), authorized the Administrator of the Parks and Recreation Division to act in its behalf in approving and executing this contract.

State of Oregon, by and through its Department of Transportation, Parks and Recreation Division

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FEB 2.3 2012
SALEM, OREGON

State Parks Administrator

Date: 25 1979

CITY OF GLADSTONE, OREGON

Administrator

APPROVED AS TO FORM:

Assistant Attorney General 1

BY Je

