RESOLUTION NO. 890

A RESOLUTION ADOPTING PROPERTY EXCHANGE.

WHEREAS, the City of Wilsonville entered into a Release and Settlement Agreement on April 10, 1991, with Young Ho Sohn and Jung Doo Shin, which included at the following paragraph No. 3:

"There is a 20-foot permanent water line easement in favor of the City running north and south through the middle of the Property, together with a 60-foot construction easement. The City shall extinguish both the permanent and construction water line easement, and Owners shall grant the City a 20-foot water line easement and a 60-foot construction easement (with a term identical to the current construction easement) along the easterly boundary of the Property, and along the southerly boundary of the Property so far as necessary to rejoin the City's existing easement as it travels south from the Property. The City will exercise all good faith in installing the water line as soon as practicable, and in cooperating with Owners to coordinate the timing of the installation to minimize any negative impact on Owners' development. If the City is unable to install the water line before construction of Owners' development, the City shall be fully responsible for restoring Owners' Property, and all development and improvements thereon, to its condition immediately prior to the installation of the line;" and

WHEREAS, the City Council finds that the existing above referenced real property easement and construction easement are being exchanged pursuant to ORS 271.310(3) for a real property easement and construction easement which are of equal or superior useful value for public use for the City's waterlines in connection with the location of its Water Reservoir; therefore, extinguishment by vacation is unnecessary; and

WHEREAS, as part of the acquisition of the new Reservoir site under the above Release and Settlement, the City is conveying its title to a small 2,590.75 sq. foot parcel, but retaining its easement right and relocating and improving its access to the new Reservoir site. This exchange also provides the City with real property of equal or superior useful values.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

- (1) Based on the above recitals and findings, the City of Wilsonville adopts the following property exchange:
 - (a) The conveyance to Young Ho Sohn and Jung Doo Shin from the City of the 20-foot permanent waterline easement, together with the 60-foot

construction easement as described in Exhibit 1, attached hereto and incorporated herein, in exchange for

- (b) The City's acceptance from Young Ho Sohn and Jung Doo Shin of the 20-foot permanent waterline easement, together with a 60-foot construction easement as described in Exhibit 2, attached hereto and incorporated herein;
- (2) Based on the above recitals and findings, the City of Wilsonville adopts the following property exchange:
 - (a) Conveyance to Sohn and Shin of the 2,590.75 sq. foot parcel as described in Exhibit 3, attached hereto and incorporated herein in exchange for
 - (b) Reserving to the City a waterline easement with the 2,590.75 sq. foot parcel conveyance and acceptance by the City of 1.3 acre reservoir site with improved access from Sohn and Shin as set forth in Exhibit 4, attached hereto and incorporated herein.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof the 21st day of January, 1992 and filed with the Wilsonville City Recorder this same day.

GERALD A. KRUMMEL, Mayor

ATTEST:

VERA A. ROJAS, CMC/AAE, City Recorder

SUMMARY of Votes:

Mayor Krummel

AYE

Councilor Chandler

ABSENT

Councilor Carter

AYE

Councilor Van Eck

AYE

Councilor Lehan

AYE



30000 SW Town Center Loop E • PO Box 220 WilsonvIlle, OR 97070 (503) 682-1011

TO:

HONORABLE MAYOR AND CITY COUNCIL

FROM:

MICHAEL KOHLHOFF, CITY ATTORNEY

DATE:

JANUARY 15, 1992

SUBJECT:

RESERVOIR SITING

The Resolution regarding the water reservoir exchange is in fulfillment of the earlier settlement agreement in the condemnation lawsuit and it formalizes the circumstances to support exchanges rather than the longer vacation process.

The siting of the reservoir will be subject to a conditional land use process before the Planning Commission in February. Lee Engineering is being recommended to you tonight as the selection as Design Engineer. The project involves construction of a 3.2 million gallon water reservoir tank, transmission line pipeline, water wells at the Nike and Mentor Graphics being properly housed and made part of this system. The tentative construction is scheduled for summer and fall.

mek/vr

DRAFT

RECONVEYANCE AND QUITCLAIM OF RIGHTS IN EASEMENT

The City of Wilsonville, Grantor, for good and valuable consideration including the grant of a substitute easement, the receipt of which is hereby acknowledged, does hereby grant and reconvey unto Young Ho Sohn and Jung Doo Shin, Grantees, and unto Grantee's heirs, successors and assigns, all of Grantors right, title and interest in that easement granted to the City of Wilsonville by James E. Berrey and recorded in Book 1126, Pages 229-231 of the Deed Records of Washington County, Oregon, attached hereto as Exhibit A.

Executed under the author Wilsonville, this day of _	city of the City Council, City of, 1992.
	By:
	Mayor
Attes	st:
	By: Recorder
	Kecorder
STATE OF OREGON) ss. County of)	. 1992
County of)	
Personally appeared who	and o, each being first duly sworn, did
say that the former is the May Recorder of the City of Wilson that the seal affixed to the f corporate seal of said corporate	yor and that the latter is the City wille, a municipal corporation, and coregoing instrument is the ation and that said instrument was said corporation by authority of each of them acknowledged said
	Notary Public for Oregon My Commission Expires:
	Ller, Jr., Tonkon, Torp, Galen, er Tower, 888 S.W. Fifth Avenue,

EASEMENT

(Utility)

Page 1 --

James E. Berrey, Grantor(s), for and in consideration of the sum of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the City of Wilsonville, Grantee, its successors and assigns, a 20-foot wide permanent and exclusive easement for the operation, maintenance, repair and replacement of water, sewer and storm sewer lines and all necessary appurtenances in, on, over and across the real property described on Exhibit A attached hereto and made a part hereof.

TOGETHER WITH the right of necessary access from the surface of said real property and the right of necessary ingress and egress over the adjacent land of Grantor at reasonable times for the purpose of exercising the rights herein granted.

PROVIDED:

First, that any operation, maintenance, repair or replacement performed hereunder shall be at no cost to Grantor unless agreed to in writing by Grantor and shall be so performed as to interfere as little as reasonably possible with the use and enjoyment of the above described real property and Grantor's adjacent land by persons occupying the same or lawfully present thereon. To effectuate this intent, Grantee shall provide and maintain safe vehicular and/or pedestrian bridges for use by Grantor and invitees, where necessary to maintain reasonable access to Grantor's property; and Grantee shall keep the easement and Grantor's adjacent areas free of equipment and materials at all times, except when workmen are actively working in the easement area, unless Grantor gives its prior written consent to do otherwise.

Second, if the surface of the easement and/or surface of Grantor's adjacent real property and/or any improvements thereof shall be disturbed by operation, maintenance, repair or replacement, said surface and/or improvements thereof shall be promptly restored by Grantee to their condition just prior to such disturbance.

Third, that there shall no liability on Grantor, its successors and assigns and persons occupying or lawfully present on the easement area, for damage, if any, which may be caused by normal and reasonable use of, or vehicular or pedestrian traffic over, said easement area.

EXHIE	31T _			
PAGE	2	OF	4	_

Fourth, that Grantee further agrees that it will permit no mechanics', materialmen's or other liens to stand against Grantor's premises for work on materials furnished Grantee in connection with the easement granted herein, and Grantee agrees to indemnify and hold Grantor harmless from the same.

Fifth, that Grantee agrees to indemnify Grantor against and save Grantor harmless from all demands, claims, causes of action or judgment and all reasonable expense incurred in investigating the same, for injury to person, loss of life or damage to property occurring on the easement area and arising out of Grantee's use and occupancy of said area.

Sixth, that Grantor agrees no building structure shall be erected or permitted on the easement; provided, however, Grantor reserves the right to require; at Grantor's expense, the relocation of all or part of the utilities installed by Grantee hereunder to the extent from time to time as it is necessary to permit further development of Grantor's real property.

Page 2 --

IN WITNESS WHEREOF, Grantors have executed this easement on this 8th day of October, 1976.

GRANTOR: /s/ James E. Berrey

STATE OF OREGON

) ss.

County of Washington)

BE IT REMEMBERED, that on this 8th day of October, 1976, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named James E. Berrey, known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and last year above written.

/s/ Austin Ingels
Notary Public for Oregon
My commission expires: 4/23/81

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100018

EASEMENT (Utility)

Young Ho Sohn and Jung Doo Shin, Grantors, for and in consideration of good and valuable consideration including the reconveyance of a prior easement, the receipt of which is hereby acknowledged, do hereby grant unto the City of Wilsonville, Grantee, its successors and assigns a twenty (20) foot wide permanent and exclusive easement for the operation, repair and replacement of water, sewer and storm drain lines and an additional forty (40) foot temporary easement. All terms and conditions of the temporary and permanent easements shall be identical to those contained in the Easement granted by James E. Berrey to the City of Wilsonville and recorded in Book 1126, Pages 229-230 of the Deed Records of Washington County, Oregon, a copy of which is attached hereto as Exhibit A, except that the location of this easement shall be as follows:

20' Permanent Easement

The easterly twenty (20) feet of that certain tract of land in Section 1, Township 3 South, Range 1 West, Willamette Meridian, Washington County, Oregon, conveyed by deed to James E. Berrey and recorded in Book 911, Page 808 of the Deed Records of said County; TOGETHER WITH
The southerly twenty (20) feet of the easterly 495 feet of said Berrey tract.

40' Temporary Easement

Loop E., Wilsonville, Oregon 97070

The easterly sixty (60) feet of said Berrey tract; TOGETHER WITH The southerly sixty (60) feet of the easterly 535 feet of said Berrey tract SAVE AND EXCEPT the above described 20' Permanent Easement.

Jung Doo Shin	(Date)	Young Ho Sohn	(Date)
STATE OF OREGON) County of)	ss.		, 1992
Personally appear Shin who each acknowle voluntary act and deed	edged the fo	e named Young Ho Sohi regoing instrument to	
		Public for Oregon mission Expires:	

After recording to: City of Wilsonville, 30,000 S.W. Town Center

EASEMENT

(Utility)

Page 1 --

James E. Berrey, Grantor(s), for and in consideration of the sum of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the City of Wilsonville, Grantee, its successors and assigns, a 20-foot wide permanent and exclusive easement for the operation, maintenance, repair and replacement of water, sewer and storm sewer lines and all necessary appurtenances in, on, over and across the real property described on Exhibit A attached hereto and made a part hereof.

TOGETHER WITH the right of necessary access from the surface of said real property and the right of necessary ingress and egress over the adjacent land of Grantor at reasonable times for the purpose of exercising the rights herein granted.

PROVIDED:

First, that any operation, maintenance, repair or replacement performed hereunder shall be at no cost to Grantor unless agreed to in writing by Grantor and shall be so performed as to interfere as little as reasonably possible with the use and enjoyment of the above described real property and Grantor's adjacent land by persons occupying the same or lawfully present thereon. To effectuate this intent, Grantee shall provide and maintain safe vehicular and/or pedestrian bridges for use by Grantor and invitees, where necessary to maintain reasonable access to Grantor's property; and Grantee shall keep the easement and Grantor's adjacent areas free of equipment and materials at all times, except when workmen are actively working in the easement area, unless Grantor gives its prior written consent to do otherwise.

Second, if the surface of the easement and/or surface of Grantor's adjacent real property and/or any improvements thereof shall be disturbed by operation, maintenance, repair or replacement, said surface and/or improvements thereof shall be promptly restored by Grantee to their condition just prior to such disturbance.

Third, that there shall no liability on Grantor, its successors and assigns and persons occupying or lawfully present on the easement area, for damage, if any, which may be caused by normal and reasonable use of, or vehicular or pedestrian traffic over, said easement area.

EXHIBIT	2
PAGE 2	0F 4

Fourth, that Grantee further agrees that it will permit no mechanics', materialmen's or other liens to stand against Grantor's premises for work on materials furnished Grantee in connection with the easement granted herein, and Grantee agrees to indemnify and hold Grantor harmless from the same.

Fifth, that Grantee agrees to indemnify Grantor against and save Grantor harmless from all demands, claims, causes of action or judgment and all reasonable expense incurred in investigating the same, for injury to person, loss of life or damage to property occurring on the easement area and arising out of Grantee's use and occupancy of said area.

Sixth, that Grantor agrees no building structure shall be erected or permitted on the easement; provided, however, Grantor reserves the right to require, at Grantor's expense, the relocation of all or part of the utilities installed by Grantee hereunder to the extent from time to time as it is necessary to permit further development of Grantor's real property.

Page 2 --

IN WITNESS WHEREOF, Grantors have executed this easement on this 8th day of October, 1976.

GRANTOR: /s/ James E. Berrey

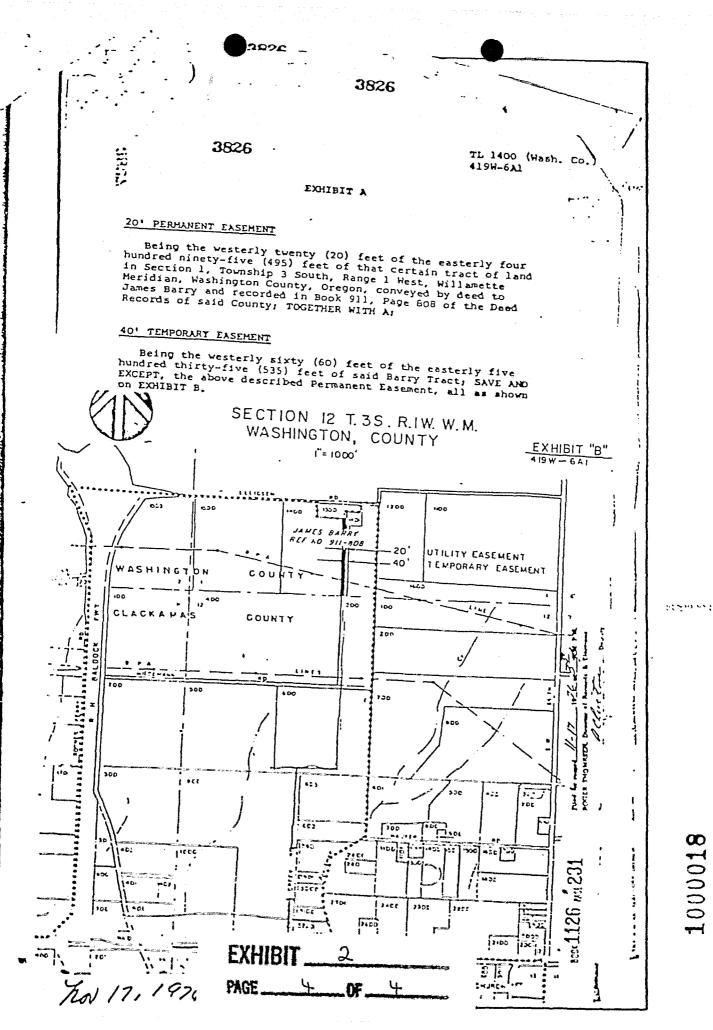
STATE OF OREGON)
) ss.
County of Washington)

BE IT REMEMBERED, that on this 8th day of October, 1976, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named James E. Berrey, known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and last year above written.

/s/ Austin Ingels
Notary Public for Oregon
My commission expires: 4/23/81

EXHIBIT	2
PAGE 3	OF



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BARGAIN AND SALE DEED

CITY OF WILSONVILLE, a municipal corporation duly organized and existing under the laws of the State of Oregon, Grantor, conveys to YOUNG HO SOHN and JUNG DOO SHIN, Grantees, the following described real property free of encumbrances created or suffered by the grantor except as specifically set forth herein, situated in Clackamas County, Oregon, to-wit:

Parcel D, as more fully described on Exhibit A, attached hereto and incorporated by reference herein. Exhibit B is attached hereto and incorporated herein for locational purposes.

The said property is free of all encumbrances created or suffered by the Grantor except grantor reserves an easement for its waterlines, inclusive of access for maintenance and repairs, over Parcel D.

The conveyance of this parcel to grantee and reservation of waterline easement by grantor fulfills paragraph 1, page 2, April 10, 1991, Release and Settlement Agreement between the parties.

The true consideration for this conveyance consists of other property and value.

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.

Executed under authority o	of the City Council, City of Wilsonville,	, this day of
	Ву	
(Corporate Seal)		Mayor
	Attest: By	
STATE OF OREGON, County of	•	Recorder , 1992
the City Recorder of the City affixed to the foregoing instru- said instrument was signed an	and did say that the former is the Mayo of Wilsonville, a municipal corporatement is the corporate seal of saind sealed in behalf of said corporate of them acknowledged said	ation, and that the scal d corporation and that oration by authority of
(Official Scal) Before Not	ore me: ary Public for Oregon; My commi	ssion Expires:
Booth, 1600 Pioneer Tower, 888	Max M. Miller, Jr., Tonkon, Torp, 8 S.W. Fifth Avenue, Portland, OR	97204-2099.
Same as above.		
BARGAIN AND SALE DEED	EX	HIBIT 3

Parcel D

A parcel of land located in the Southwest one-quarter of Section 1, Township 3 South, Range 1 West, Willamette Meridian, City of Wilsonville, Washington County, Oregon more particularly described as follows:

Beginning at the South one-quarter corner of Section 1, thence North 0" 51' 17" East a distance of 926.12 feet to a point; thence North 89° 12 00" West a distance of 216.18 feet to a point; thence North 0° 48' 00" East a distance of 275.00 feet to the true point of beginning of this description.

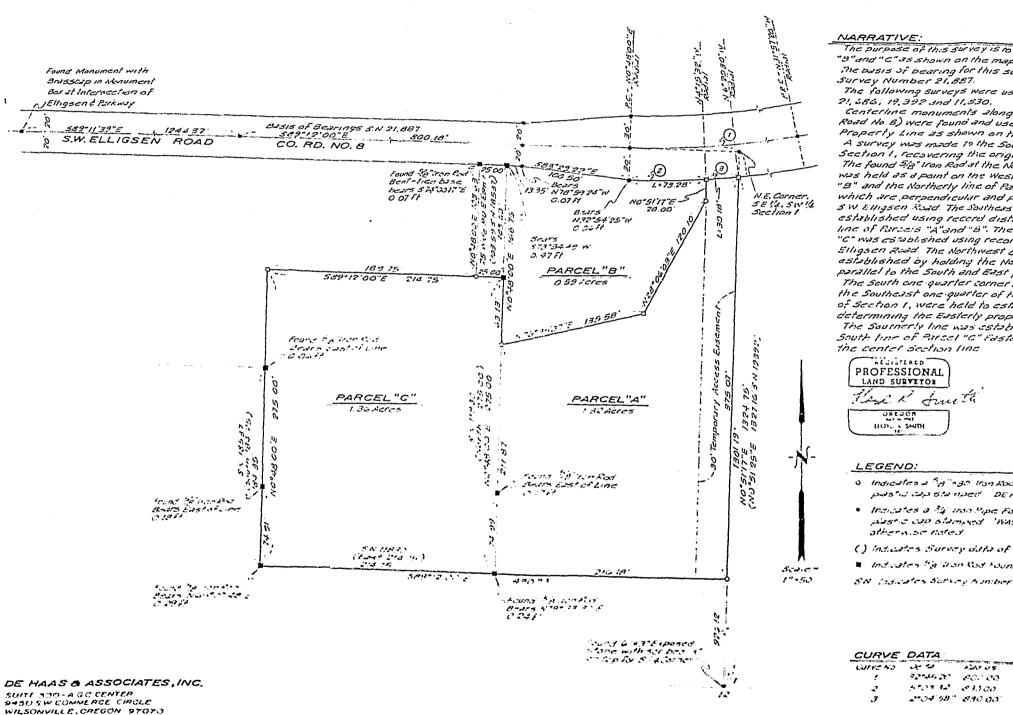
Thence continuing North 0° 48' 00" East a distance of 103.63 feet to a point on the southerly right-of-way of SW Elligsen Road (County Road No. 8); thence North 89° 12' 00" West along said southerly right-of-way a distance of 25.00 feet to a point; thence South 0° 48' 00" West a distance of 103.63 feet to a point; thence South 89° 12' 00" East a distance of 25.00 feet to the true point of beginning of this description.

Containing 2,590.75 square feet more or less.

EXHIBIT	3
PAGE 2	0f_ <u>3</u>

RECORD OF SURVEY THE CITY OF WILSONVILLE, OREGON

LOCATED IN THE SOUTHWEST ONE-OUARTER OF SECTION I, TOWNSHIP 3, SOUTH. RANGE I WEST, WILLAMETTE MERIDIAN, CITY OF WILSONVILLE, WASHINGTON COUNTY, OREGON NOVEMBER 21, 1991



15%

PHONE (303) 682-2430 FAX 682-2451

The purpose of this survey is to monument the Parcels "A", "9" and "C" 35 Shown on the map.

The basis of bearing for this survey is Washington County

The following surveys were used for reference; 18,537; 21, 586; 19,392 and 11,530.

Centerline monuments along S.W. Elligsen Road (County Road No B) were found and used to determine the Northerly Property Line as shown on the map.

A survey was made to the South one-quarter corner of Section I, recovering the original corner stone

The found 5/8" Iron Rad at the Northeast corner Parcel "c" Was held as a point on the Westerly line of Parcels "A" and "B" and the Northerly line of Parcel "C", the bearings of which are perpendicular and parallel to the centerline of S.W. Elligson Road. The Southeast corner of Parcel"C" was SW. Elligson No. a. Inc sourcess corner of raises & most established using record distance along the held Nesterly line of Parcels "A" and "6". The Southwest corner of Parcel "C" was established using record distance parallel to 5 W Elligaen Read. The Northwest corner of Parcel "C" was established by holding the North and West property lines parallel to the South and East property lines

The South one quarter corner and the Northeast corner of the Southeast one quarter of the Southwest one quarter of Section 1, were held to establish the section line for determining the Edsterly property line.

The Southerly line was established by projecting the South line of Parsel "C" Fasterly to the intersection with

- O Indicates a Sprago Iron Rod Set with a yellow pastic apsistanped DEHAAS CASSOC INC "
- . Indicates a 34 from Pipe Found with a yellow plastic cap stamped "WASH & S.", unless
- () Indicates Survey data of record
- * Indicates fig tran Bod Found as noted

Carre No	ميع سيل	ALAT US	ength	iongihard
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2	57,14 32	£33.00	39.28	N857614 E-79 20
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EXHIBIT

BARGAIN AND SALE DEED

YOUNG HO SOHN and JUNG DOO SHIN, Grantors, conveys to CITY OF WILSONVILLE, a municipal corporation, Grantee, the following described real property free of encumbrances created or suffered by the grantor except as specifically set forth herein, situated in Clackamas County, Oregon, to-wit:

Parcel A, as more particularly described on Exhibit A, attached hereto and incorporated by reference herein. Exhibit B is attached hereto and incorporated herein for locational purposes.

The said property is free of all encumbrances created or suffered by the Grantor except subject to a temporary access easement over the easterly 30 feet of the property to Grantors' bordering property, which shall terminate upon the City's determination that a permanent access has been constructed and approved to Grantors' bordering property or other access has been established by Grantor to their bordering property, whichever comes first.

The conveyance of this parcel to grantee and reservation of waterline easement by grantors fulfills paragraph 1, page 2, April 10, 1991, Release and Settlement Agreement between the parties.

The true consideration for this conveyance consists of other property.

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.

Dated this day of	, 1992.
Grantors:	
	Young Ho Sohn
	Jung Doo Shin
STATE OF OREGON, County of	, 1992
	named Young Ho Sohn and Jung Doo Shin who trument to be their voluntary act and deed.
(Official Scal) Before me: Notary Pub	olic for Oregon; My commission Expires:
After recording return to: City of Wilsonville, OR 97070	Wilsonville. 30,000 S.W. Town Center Loop E.,
Until a change is requested, all tax s Same as above.	tatements shall be sent to the following address:
BARGAIN AND SALE DEED	EXHIBIT
ernational tarias termses as especies	

Parcel A

A parcel of land located in the Southwest one-quarter of Section 1, Township 3 South, Range 1 West, Willamette Meridian, City of Wilsonville, Washington County, Oregon more particularly described as follows:

Beginning at the south one-quarter corner of Section 1; thence North $0^{\circ}51'17"$ East a distance of 926.12 feet to the true point of beginning of this description.

Thence North 0°51'17" East a distance of 375.07 feet to a point on the southerly right-of-way of SW Elligsen Road (County Road No. 8), a 60 foot right-of-way; thence along the said southerly right-of-way along a curve to the right having a radius of 830.00 feet and an arc length of 30.18 feet, the long chord of which bears South 84°41'59" West a distance of 30.17 feet to a point; thence South 0°51'17" West a distance of 20.00 feet to a point; thence South 28°06'03" West a distance of 120.10 feet to a point; thence South 76°35'37" West a distance of 135.58 feet to a point; thence South 89°12'00" West a distance of 211.87 feet to a point; thence South 89°12'00" East a distance of 216.18 feet to the true point of beginning of this description.

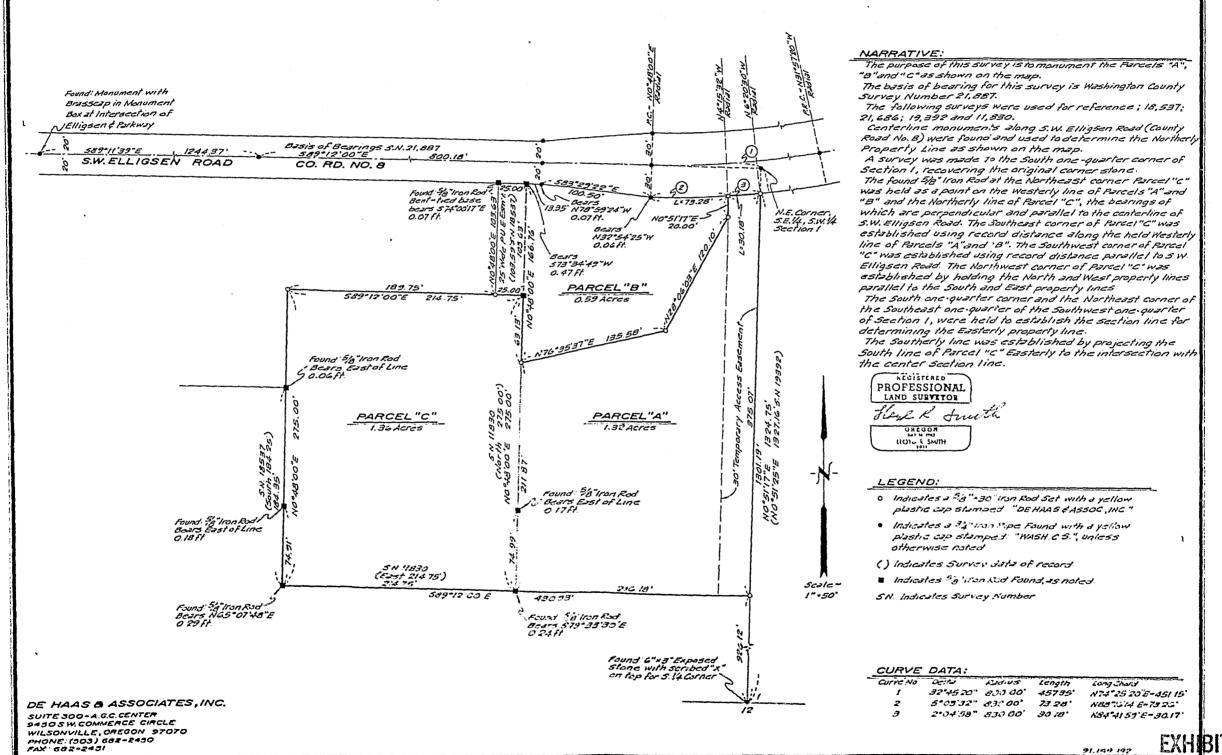
Containing 1.32 acres, more or less.

Subject to a temporary access easement over the easterly 30 feet of the described parcel.

2 OF 3

RECORD OF SURVEY FOR THE CITY OF WILSONVILLE, OREGON

LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION I, TOWNSHIP 3, SOUTH, RANGE I WEST, WILLAMETTE MERIDIAN, CITY OF WILSONVILLE, WASHINGTON COUNTY, OREGON NOVEMBER 21, 1991



PAGE 3 OF 3

EXHIBIT B