

RESOLUTION NO. 2036

A RESOLUTION OF THE CITY OF WILSONVILLE EXCHANGING AND ADOPTING EASEMENTS, INLAND EMPIRE INVESTMENTS A GENERAL PARTNERSHIP, GRANTOR.

WHEREAS, the City of Wilsonville Design Review Board approved the Stage II development of Ore Pac Building Products Expansion DB200530, which required as a condition of approval that a public pipeline easement be conveyed to the City; and

WHEREAS, there currently exists on the property an easement recorded as Fee No. 96-010497 and dated February 15, 1996. However, the location of this easement does not meet the requirements of the easement described above. Furthermore, the existing easement does not conform to the needs and requirements of the Public Works Department and, therefore, said easement is no longer needed by the City of Wilsonville; and

WHEREAS, the City Council finds that the existing above referenced real property easement is being exchanged pursuant to ORS 271.310(3) for a real property easement which is of equal or superior useful value for public use for the City's water lines; therefore, extinguishment by vacation is unnecessary

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

1. Based on the above recitals and findings, the City of Wilsonville adopts the following exchange of easements:

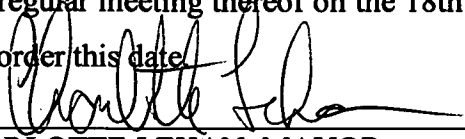
(a) The City's release, by a Reconveyance and Quitclaim, of all its interest in the Waterline Easement described in Exhibit 1, attached hereto and incorporated herein, in exchange for

(b) Inland Empire Investments' conveyance to the City of the Water Pipeline Easements described in Exhibit 2 and Exhibit 3, attached hereto and incorporated herein.

2. The City Manager is authorized to sign these instruments on behalf of the City.

3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof on the 18th day of January, 2007, and filed with the Wilsonville City Recorder this date.



CHARLOTTE LEHAN, MAYOR

ATTEST:


Sandra C. King, MMC, City Recorder

SUMMARY of votes:

Mayor Lehan	Yes
Councilor Kirk	Yes
Councilor Ripple	Yes
Councilor Knapp	Yes
Councilor Nunez	Yes

**RECONVEYANCE AND QUITCLAIM
OF EASEMENT**

After recording, return to:
CITY RECORDER
CITY OF WILSONVILLE
29799 SW Town Center Loop E
Wilsonville, OR 97070

KNOW ALL MEN BY THESE PRESENTS, that the **CITY OF WILSONVILLE**, a municipal corporation, Grantor, releases and quitclaims to **Inland Empire Investments**, an Oregon General Partnership, Grantee, for the consideration hereinafter stated, all right, title and interest in and to the following real property easement, described as follows:

The legal description is set forth in "EXHIBIT A" attached hereto, and incorporated by reference herein.

A map of the above legal description is set forth in "EXHIBIT B" and incorporated by reference herein.

The true and actual consideration paid for this transfer, in terms of dollars, is none. However, the actual consideration consists of other property of equal or superior value, 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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

IN WITNESS WHEREOF, the undersigned Grantor has executed this Reconveyance and Quitclaim of Easement this ____ day of January, 2007.

GRANTOR: CITY OF WILSONVILLE, a municipal corporation

By: _____

Arlene Loble, City Manager

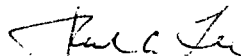
STATE OF OREGON)
) ss
County of Clackamas)

This instrument was acknowledged before me on _____, 2007,
by Arlene Loble as City Manager of the City of Wilsonville.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

APPROVED AS TO FORM


This 28 day of December, 2006



Paul A Lee, Assistant City Attorney
City of Wilsonville, Oregon

APPROVED AS TO LEGAL DESCRIPTION

This 3RD day of January, 2007.



Michael A Stone, P.E., City Engineer
City of Wilsonville, Oregon

AUTHORIZED on behalf of the City of Wilsonville, Oregon
this _____ day of _____, 2007.

Arlene Loble, City Manager

ATTESTED TO:

Sandra C. King, MMC, City Recorder

Date

EXHIBIT "A"

WATER LINE

EASEMENT DESCRIPTION

A 15.00 FOOT WIDE STRIP OF LAND FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A WATER LINE LOCATED WITHIN PARCEL 2, PARTITION PLAT 1990-092, CLACKAMAS COUNTY PLAT RECORDS, IN SECTION 23, TOWNSHIP 3 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON.

THE CENTERLINE OF SAID 15.00 FOOT WIDE STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 2, PARTITION PLAT 1990-092;

THENCE N 89°55'00" W, 23.52 FEET ALONG THE NORTH BOUNDARY OF SAID PARTITION PLAT TO A POINT AND SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION:

THENCE S 00°03'46" W, 553.44 FEET TO A POINT;

THENCE N 89°58'58" W, 56.71 FEET TO A POINT;

THENCE S 86°31'02" W, 79.01 FEET TO A POINT, KNOWN HEREAFTER AS POINT "A";

THENCE N 89°52'14" W, 270.93 FEET TO A POINT;

THENCE N 54°42'42" W, 31.56 FEET TO A POINT;

THENCE N 89°21'00" W, 99.70 FEET TO A POINT;

THENCE N 00°38'52" E, 96.99 FEET TO A POINT;

THENCE N 45°38'52" E, 17.31 FEET TO A POINT;

THENCE N 00°00'23" E, 6.71 FEET TO A POINT, KNOWN HEREAFTER AS POINT "B";

THENCE CONTINUING N 00°00'23" E, 423.21 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID PARTITION PLAT, SAID POINT BEING 542.55 FEET WESTERLY OF THE NORTHEAST CORNER OF SAID PARCEL 2, PARTITION PLAT 1990-092 AND SAID POINT BEING THE TERMINUS OF THE ABOVE DESCRIBED CENTERLINE.

CONTAINING 24,531 SQUARE FEET MORE OF LESS.

TOGETHER WITH A STRIP OF LAND 15.00 FEET WIDE, THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "A";

THENCE N 00°13'03" E, 14.28 FEET TO A POINT, SAID POINT BEING THE TERMINUS OF THE ABOVE DESCRIBED CENTERLINE.

THE SIDELINES OF SAID 15.00 FOOT WIDE STRIP TO TERMINATE AT RIGHT ANGLES TO THE TERMINUS OF THE ABOVE DESCRIBED CENTERLINE.

CONTAINING 214 SQUARE FEET MORE OF LESS.

TOGETHER WITH A STRIP OF LAND 15.00 FEET WIDE, THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "B";

THENCE N 90°00'00" W, 26.56 FEET TO A POINT ON THE WESTERLY BOUNDARY OF OF SAID PARCEL 2, PARTITION PLAT 1990-092 AND SAID POINT BEING THE TERMINUS OF THE ABOVE DESCRIBED CENTERLINE.

THE SIDELINES OF SAID 15.00 FOOT WIDE STRIP TO TERMINATE AT RIGHT ANGLES TO THE TERMINUS OF THE ABOVE DESCRIBED CENTERLINE.

CONTAINING 398 SQUARE FEET MORE OR LESS.

EXHIBIT "B"



CONSULTING ENGINEERING SERVICES, INC.
14780 S.W. OSPREY DRIVE, SUITE 395
BEAVERTON, OR 97007 (503) 578-4889
690-6600

TERMINUS OF NEW
WATER LINE EASEMENT

TERMINUS OF NEW
WATER LINE EASEMENT

S 89°55'00" E

23.52'
N 89°55'00" W

542.55'

NORTHEAST CORNER PARCEL NO. 2
PARTITION PLAT 1990-092
CLACKAMAS COUNTY
PLAT RECORDS

EXISTING WATER AND
SANITARY LINE EASEMENT

ORE-PAC FACILITY
WATER LINE EASEMENT

PARTITION PLAT 1990-092
CITY OF WILSONVILLE
CLACKAMAS COUNTY, OREGON

NEW WATER LINE EASEMENT
15.00 FEET WIDE TYPICAL

7.50'
TYP.

TERMINUS OF NEW
WATER LINE EASEMENT

N 00°13'03" E
14.28'

N 89°58'58" W
56.71'

POINT "A"

S 86°31'02" W
79.01'

POINT "B"

N 00°00'23" E
6.71'

N 45°38'52" E
17.31'

N 54°42'42" W
31.56'

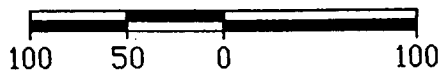
N 89°21'00" W
99.70'

N 00°38'52" E
96.99'

N 00°00'23" E
423.21'

553.44'

S 00°03'46" W



STATE OF OREGON 96-010497
CLACKAMAS COUNTY
Received and placed in the public
records of Clackamas County
RECEIPT# AND FEE: 31794 \$30.00
DATE AND TIME: 02/15/96 09:31 AM
JOHN KAUFFMAN, COUNTY CLERK

7

PIPELINE EASEMENT

Grantor - Partnership

After recording, return to:
CITY RECORDER
CITY OF WILSONVILLE
30000 SW TOWN CENTER LOOP, E.
WILSONVILLE OR 97070

KNOW ALL MEN BY THESE PRESENTS, that INLAND EMPIRE INVESTMENTS,
AN OREGON GENERAL PARTNERSHIP,
hereinafter referred to as "Grantor", for the consideration hereinafter stated, does forever grant unto the CITY OF WILSONVILLE, a municipal corporation, hereinafter referred to as "Grantee", a permanent right-of-way and easement over and along the full width and length of the premises described as follows, to-wit:

1. Legal description is set forth in EXHIBIT "A" attached hereto, and incorporated by reference herein.
2. A map of the above legal description is set forth in EXHIBIT "B" and incorporated by reference herein.

together with a temporary construction easement as follows: N/A

The temporary construction easement shall be effective only for and during the time of the initial construction of the below described public improvements, and shall under any circumstances be extinguished and expire on N/A, 200— (specific date).

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 0. *However, the actual consideration consists of or includes other property or value given or promised which is (the whole/~~part of the~~) consideration (indicate which)*. (If not applicable, the sentence between the symbols * should be deleted. See ORS 93.030.)

In the event the permanent right-of-way and easement shall no longer serve a public purpose, it shall revert back to the Grantor, its successors and/or assigns; and

TO HAVE AND TO HOLD the above described permanent right-of-way and easement unto said Grantee in accordance with the conditions and covenants as follows:

1. The permanent right-of-way and easement shall include the right, privilege, and authority, to the said City of Wilsonville, to excavate for, and to construct, build, install, lay, patrol, operate, maintain, repair, replace and remove an underground sanitary sewer, storm drain, or water pipeline or pipelines, with all appurtenances incident thereto or necessary therewith, including aboveground valve boxes, fire hydrants or manholes, for the purpose of carrying and conveying sewage wastes, surplus waters, or potable water as the case may be, and for similar

pipelines, appurtenances attached to or connected therewith; and the right of ingress and egress to and over said above described premises at any and all times for doing anything necessary, useful, or convenient for the enjoyment of the easement hereby granted. No building or structure shall be constructed over the pipeline easement right-of-way.

2. To the extent allowed by law, Grantee will indemnify and hold harmless the Grantor, its successors and/or assigns from claims for injury to person or property as a result of the negligence of the Grantee, its agents or employees in the construction, operation, or maintenance of said pipeline.

3. The City of Wilsonville, upon the initial installation, and upon each and every occasion that the same be repaired, replaced, renewed, added to, or removed, shall restore the premises of the Grantor, and any improvements disturbed by the City, to as good condition as they were prior to any such installation work, including, but not limited to, the restoration of any topsoil, lawn and nursery stock of like kind and quality subject to reasonable substitution as may be necessitated by obstruction or interference with the use granted herein.

4. Grantor may, at its option and expense, relocate said right-of-way, easement and associated public appurtenances and utilities, provided such relocation is accepted by the City as complying with applicable codes and standards, land use laws and regulations.

IN WITNESS WHEREOF, the undersigned grantor has executed this easement, this 19 day of April, 2006.

GRANTOR(S):

INDIAN EMPIRE INVESTMENTS
(Name of Partnership)

BY:

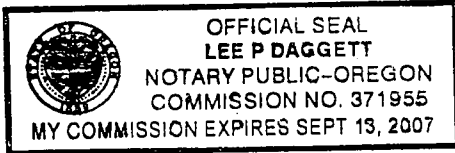
x Alan Hart
(Name of Partner) ALAN HART

(Name of Partner)

STATE OF OREGON)
) ss
County of CLACKAMAS)

On this 19th day of April, 2006, before me, a notary public in and for said County and State, personally appeared Glenn Hart, known to me to be the person whose name he subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year above written.



Lee P. Daggett
NOTARY PUBLIC FOR OREGON
My Commission Expires: 9-13-2007

STATE OF OREGON)
) ss
County of _____)

On this _____ day of _____, 200__, before me, a notary public in and for said County and State, personally appeared _____, known to me to be the person whose name _____ subscribed to the within instrument and acknowledged that _____ executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

APPROVED AS TO FORM

this 20 day of September, 2006.

Paul A. Lee

Paul A. Lee, Assistant City Attorney
City of Wilsonville, Oregon

APPROVED AS TO LEGAL DESCRIPTION

this 3~~RD~~ day of JANUARY, 2007.

Michael A. Stone

Michael A. Stone, P.E., City Engineer
City of Wilsonville, Oregon

ACCEPTED on behalf of the City of Wilsonville, OR
this _____ day of _____, 200 .

Arlene Loble, City Manager

ATTESTED TO:

Sandra C. King, MMC, City Recorder
Date: _____

STATE OF OREGON)
) ss
County of Clackamas)

On this _____ day of _____, 200 , before me personally appeared _____, personally known to me to be the person whose name is subscribed to this instrument, and acknowledged that she executed the same.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

ANDY PARIS & ASSOCIATES, INC.

Registered Professional Land Surveyors

16057 S.W. Boones Ferry Road

Lake Oswego, Oregon 97035

Ph: (503)-636-3341 Fax: (503) 636-0477

PROPERTY DESCRIPTION: Portion of Parcel 1, Partition Plat No. 1990-092

DATE: December 16, 2005

JOB NO: 05023

FOR: Russell Construction INC.

LOCATION: ORE-PAC, Wilsonville

15'-Wide Public Utility Easement on Parcel 1

FOR USE ON LEGAL INSTRUMENT

EXHIBIT "A"

A strip of land 15 feet in width, in the Thomas Bailey D.L.C. no. 45, situated in the Northwest one-quarter of Section 23 Township 3 South, Range 1 West of the Willamette Meridian, City of Wilsonville, Clackamas County, Oregon, being a portion of Parcel 1, Partition Plat No. 1990-092, 7.50 feet on each side of the following described centerline:

Beginning at a point on the East line of Parcel 1 of said Partition Plat, which bears South $00^{\circ}12'39''$ West, a distance of 282.50 feet from the Northeast corner of said Parcel 1; thence leaving said East line, North $89^{\circ}47'21''$ West, a distance of 15.00 feet to a point hereinafter referred to as point 'A'; thence South $00^{\circ}12'39''$ West, a distance of 266.50 feet; thence South $89^{\circ}47'21''$ East, a distance of 93.13 feet to a point hereinafter referred to as point 'B'; thence South $89^{\circ}47'21''$ East, a distance of 7.50 feet to the East line of said Parcel 1 and terminus of said center line, which bears North $00^{\circ}12'39''$ East, a distance of 35.37 feet from the Southeast corner of said Parcel 1.

ALSO a strip of land 15 feet in width lying 7.50 feet on each side of the following described centerline:

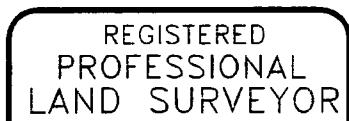
Beginning at said point 'A'; thence North $00^{\circ}12'39''$ East, a distance of 42.50 feet to the terminus of said center line.

ALSO a strip of land 15 feet in width lying 7.50 feet on each side of the following described centerline:

Beginning at said point 'B'; thence South $00^{\circ}12'39''$ West, a distance of 34.92 feet to the South line of said Parcel 1 and terminus of said center line, which bears North $89^{\circ}25'00''$ West, a distance of 7.51 feet from the Southeast corner of said Parcel 1.

The boundaries of said easement being extended or shortened to meet at angle points and to terminate on the east and south boundaries of said Parcel 1.

Containing 6,668 square feet, more or less.



William H. Shenk

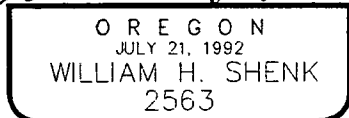


EXHIBIT B

BY:
ANDY PARIS AND ASSOCIATES, INC.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 21, 1992
WILLIAM H. SHENK
2563

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
FOR A PUBLIC UTILITY EASEMENT
ON PARCEL 1 OF
PARTITION PLAT NO. 1990-92
CITY OF WILSONVILLE
CLACKAMAS COUNTY, OREGON.

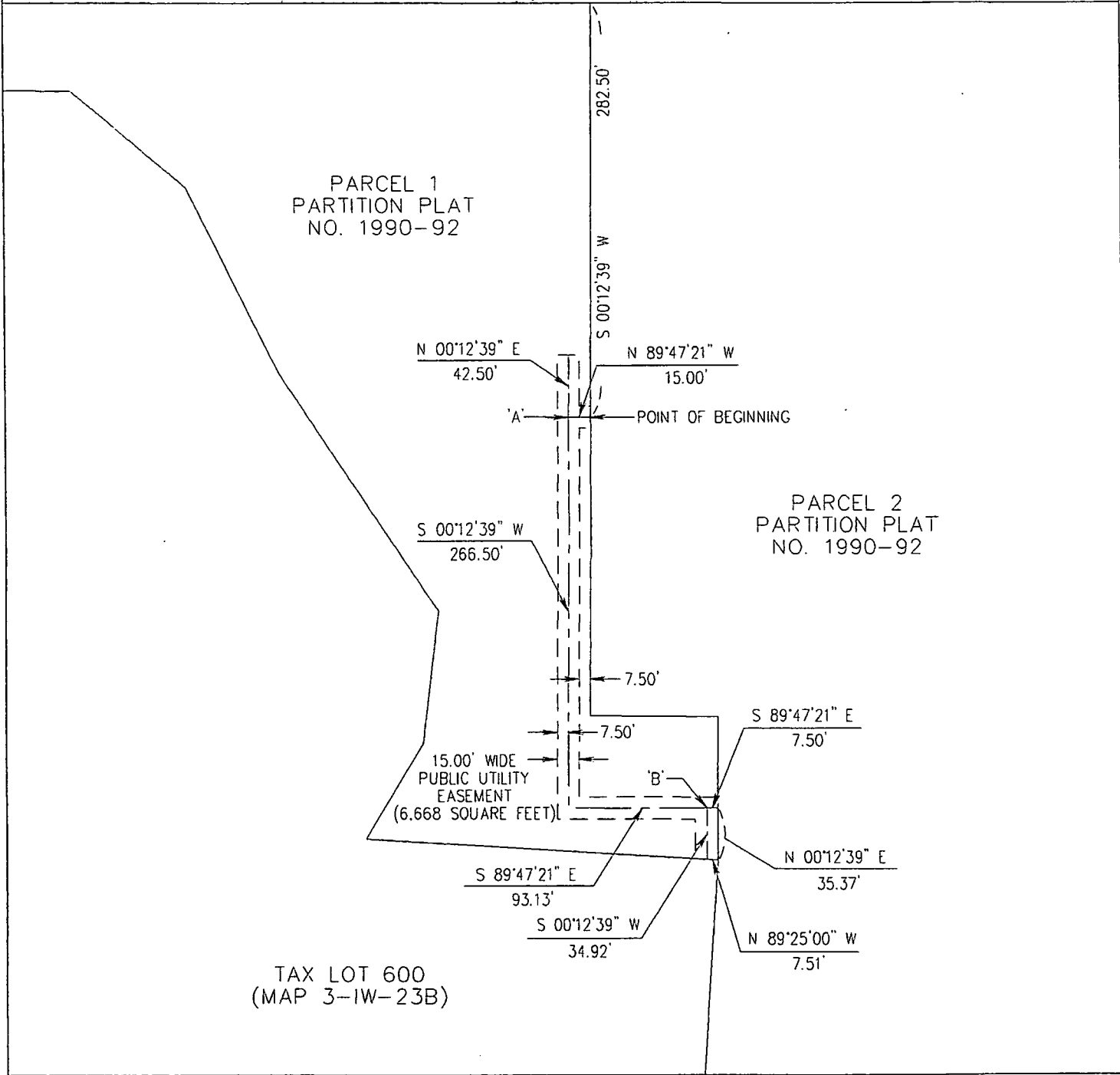
EXPIRES : JUNE 30, 2006

PREPARED BY:
ANDY PARIS AND ASSOCIATES, INC.
16057 BOONES FERRY ROAD
LAKE OSWEGON, OREGON 97035
PH: 503-636-3341

SCALE 1" =

DECEMBER 21, 2005

TAX LOT 101 (MAP 3-IW-23B)



PIPELINE EASEMENT

Grantor - Partnership

After recording, return to:
CITY RECORDER
CITY OF WILSONVILLE
30000 SW TOWN CENTER LOOP, E.
WILSONVILLE OR 97070

KNOW ALL MEN BY THESE PRESENTS, that INLAND EMPIRE INVESTMENTS,
AN OREGON GENERAL PARTNERSHIP,
hereinafter referred to as "Grantor", for the consideration hereinafter stated, does forever grant
unto the CITY OF WILSONVILLE, a municipal corporation, hereinafter referred to as
"Grantee", a permanent right-of-way and easement over and along the full width and length of
the premises described as follows, to-wit:

1. Legal description is set forth in EXHIBIT "A" attached hereto, and incorporated by reference herein.
2. A map of the above legal description is set forth in EXHIBIT "B" and incorporated by reference herein.

together with a temporary construction easement as follows: N/A

The temporary construction easement shall be effective only for and during the time of the initial construction of the below described public improvements, and shall under any circumstances be extinguished and expire on N/A, 200 (specific date).

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 0. *However, the actual consideration consists of or includes other property or value given or promised which is (the whole/~~part of the~~) consideration (indicate which)*. (If not applicable, the sentence between the symbols * should be deleted. See ORS 93.030.)

In the event the permanent right-of-way and easement shall no longer serve a public purpose, it shall revert back to the Grantor, its successors and/or assigns; and

TO HAVE AND TO HOLD the above described permanent right-of-way and easement unto said Grantee in accordance with the conditions and covenants as follows:

1. The permanent right-of-way and easement shall include the right, privilege, and authority, to the said City of Wilsonville, to excavate for, and to construct, build, install, lay, patrol, operate, maintain, repair, replace and remove an underground sanitary sewer, storm drain, or water pipeline or pipelines, with all appurtenances incident thereto or necessary therewith, including aboveground valve boxes, fire hydrants or manholes, for the purpose of carrying and conveying sewage wastes, surplus waters, or potable water as the case may be, and for similar

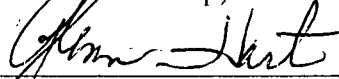
pipelines, appurtenances attached to or connected therewith; and the right of ingress and egress to and over said above described premises at any and all times for doing anything necessary, useful, or convenient for the enjoyment of the easement hereby granted. No building or structure shall be constructed over the pipeline easement right-of-way.

2. To the extent allowed by law, Grantee will indemnify and hold harmless the Grantor, its successors and/or assigns from claims for injury to person or property as a result of the negligence of the Grantee, its agents or employees in the construction, operation, or maintenance of said pipeline.

3. The City of Wilsonville, upon the initial installation, and upon each and every occasion that the same be repaired, replaced, renewed, added to, or removed, shall restore the premises of the Grantor, and any improvements disturbed by the City, to as good condition as they were prior to any such installation work, including, but not limited to, the restoration of any topsoil, lawn and nursery stock of like kind and quality subject to reasonable substitution as may be necessitated by obstruction or interference with the use granted herein.

4. Grantor may, at its option and expense, relocate said right-of-way, easement and associated public appurtenances and utilities, provided such relocation is accepted by the City as complying with applicable codes and standards, land use laws and regulations.

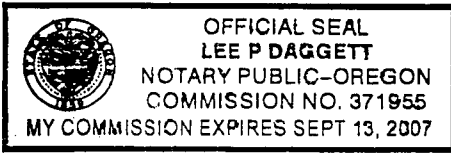
IN WITNESS WHEREOF, the undersigned grantor has executed this easement, this 14 day of APRIL, 2006.

GRANTOR(S): INDIAN EMPIRE INVESTMENTS
(Name of Partnership)
BY: 
(Name of Partner) GLENN HART
(Name of Partner)

STATE OF OREGON)
) ss
County of CLACKAMAS)

On this 19th day of April, 2006, before me, a notary public in and for said County and State, personally appeared Glenn Hart, known to me to be the person whose name he subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year above written.



[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: 9-13-2007

STATE OF OREGON)
) ss
County of _____)

On this _____ day of _____, 200__, before me, a notary public in and for said County and State, personally appeared _____, known to me to be the person whose name _____ subscribed to the within instrument and acknowledged that _____ executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

ANDY PARIS & ASSOCIATES, INC.

Registered Professional Land Surveyors

16057 S.W. Boones Ferry Road

Lake Oswego, Oregon 97035

Ph: (503)-636-3341 Fax: (503) 636-0477

PROPERTY DESCRIPTION: Portion of Parcel 2, Partition Plat No. 1990-092

DATE: December 21, 2005

JOB NO: 05023

FOR: Russell Construction INC.

LOCATION: ORE-PAC, Wilsonville

15' & 20'-Wide Public Utility Easements on Parcel 2

FOR USE ON LEGAL INSTRUMENT

EXHIBIT "A"

A strip of land 15 feet in width, in the Thomas Bailey D.L.C. no. 45, situated in the Northwest one-quarter of Section 23 Township 3 South, Range 1 West of the Willamette Meridian, City of Wilsonville, Clackamas County, Oregon, being a portion of Parcel 2, Partition Plat No. 1990-092, 7.50 feet on each side of the following described centerline:

Beginning at a point on the East line of Parcel 1 of said Partition Plat, which bears North 00°12'39" East, a distance of 35.37 feet from the Southeast corner of said Parcel 1; thence leaving said East line, South 89°47'21" East, a distance of 50.50 feet; thence South 55°00'00" East, a distance of 17.00 feet; thence South 89°47'21" East, a distance of 20.00 feet to a point hereinafter referred to as point 'A'; thence South 89°47'21" East, a distance of 246.84 feet to a point hereinafter referred to as point 'B'; thence South 89°47'21" East, a distance of 6.00 feet; thence North 78°30'00" East, a distance of 140.96 feet; thence North 00°07'00" East, parallel with and 7.50 feet from (when measured at right angles) the East line of Parcel 2 of said Partition Plat, a distance of 531.33 feet to the North line of said Parcel 2 and terminus of said centerline, which bears North 89°55'00" West, a distance of 7.50 feet from the Northeast corner of said parcel 2.

ALSO a strip of land 15 feet in width lying 7.50 feet on each side of the following described centerline:

Beginning at said point 'A'; thence North 00°12'39" East, a distance of 17.50 feet to the terminus of said center line.

ALSO a strip of land 15 feet in width lying 7.50 feet on each side of the following described centerline:

Beginning at said point 'B' thence North 00°12'39" East, a distance of 22.50 feet to the terminus of said center line.

ALSO a strip of land 15 feet in width lying 7.50 feet on each side of the following described centerline:

Beginning at a point on the North line of said Parcel 2, which bears South 89°55'00" East, a distance of 7.50 feet from the Northwest corner of said Parcel 2; thence leaving said North line, South 00°12'39" West, parallel with and 7.50 feet from (when measured at right angles) the West line of said Parcel 2, a distance of 282.52 feet; thence North 89°47'21" West, a distance of 7.50 feet to said West line and terminus of said center line, which bears North 00°12'39" East, a distance of 203.76 feet from an angle corner on said West line.

ALSO the North 20.00 feet of said Parcel 2.

The boundaries of said easement being extended or shortened to meet at angle points and to terminate on the north, east and west boundaries of said Parcel 2.

Containing 31,266 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR



O R E G O N
JULY 21, 1992
WILLIAM H. SHENK
2563

EXPIRES: JUNE 30, 2006

EXHIBIT B

BY:
ANDY PARIS AND ASSOCIATES, INC.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 21, 1992
WILLIAM H. SHENK
2563
EXPIRES : JUNE 30, 2006

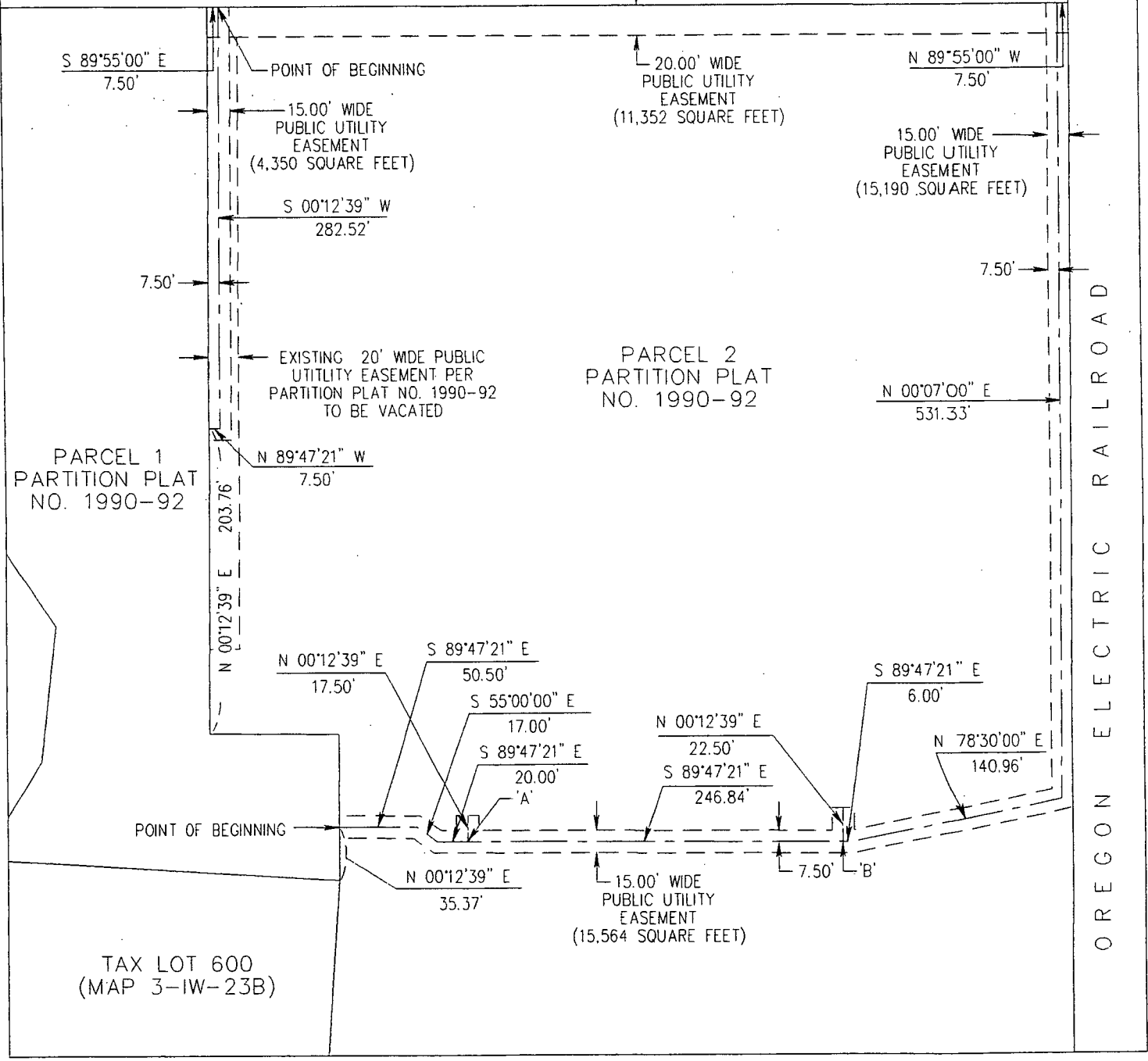
EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
FOR A PUBLIC UTILITY EASEMENT
ON PARCEL 2 OF
PARTITION PLAT NO. 1990-92
CITY OF WILSONVILLE
CLACKAMAS COUNTY, OREGON
DECEMBER 21, 2005

PREPARED BY:
ANDY PARIS AND ASSOCIATES, INC.
16057 BOONES FERRY ROAD
LAKE OSWEGON, OREGON 97035
PH: 503-636-3341



SCALE 1" = 100'


TAX LOT 101 (MAP 3-IW-23B)





29799 SW Town Center Loop E
Wilsonville, Oregon 97070
(503) 682-1011
(503) 682-1015 Fax Administration
(503) 682-7025 Fax Community Development

MEMORANDUM

Date: December 22, 2006
To: Honorable Mayor and City Council
From: Dee M. Staten, Senior Engineering Technician 
Re: Reconveyance and Quitclaim of Easement – Ore Pac Expansion

The project known as Ore Pac Building Products Expansion, owned by Inland Empire Investments a General Partnership, removed and relocated an existing Public waterline as part of their building expansion project. As required under the permitting process, Inland Empire Investments shall grant the City of Wilsonville a Pipeline Easement over the relocated Public waterline. In turn, the City of Wilsonville shall Reconvey and Quitclaim the existing Easement over the area where the existing Public waterline has been removed.

The attached Pipeline Easements, Reconveyance and Quitclaim of Easement document are a required component of final approval. When executed by the City of Wilsonville and recorded by Clackamas County, this component will be considered complete.

