

ORDINANCE NO. 2007

AN ORDINANCE OF THE CITY OF MILWAUKIE ANNEXING A TRACT OF LAND IDENTIFIED AS 5111 SE LAKE ROAD INTO THE CITY LIMITS OF THE CITY OF MILWAUKIE AND WITHDRAWING THE TRACT FROM CLACKAMAS COUNTY SERVICE DISTRICT FOR ENHANCED LAW ENFORCEMENT AND CLACKAMAS COUNTY SERVICE DISTRICT NO. 5 FOR STREET LIGHTS. **(FILE #A-09-02)**.

WHEREAS, the tract of land is contiguous to the City and can be served by city services; and

WHEREAS, the City received written consent from a majority of electors and all owners of land in the territory proposed to be annexed as required by ORS 222.125; and

WHEREAS, the City mailed notice of the public meetings in accordance with Metro Code Section 3.09.045 (b) and Milwaukie Municipal Code Section 19.1504.1; and

WHEREAS, the City prepared and made available an annexation report that addressed all applicable criteria, and, upon consideration of such report, the City Council favors annexation of the tract of land and withdrawal from all applicable districts based on findings and conclusions attached hereto as Exhibit A; and

WHEREAS, the tract of land lies within the territory of Clackamas County Service District for Enhanced Law Enforcement; and

WHEREAS, the tract of land lies within the territory of Clackamas County Service District No. 5 For Street Lights; and

WHEREAS, the annexation and withdrawals are not contested by any necessary party; and

WHEREAS, the City conducted a public meeting and mailed notice of the public meeting as required by law; and

WHEREAS, subsection E of Section 1504.1 of the Milwaukie Municipal Code provides for the automatic application of City zoning and Comprehensive Plan designation in accord with Table 1 in that section;

NOW, THEREFORE, THE CITY OF MILWAUKIE DOES ORDAIN AS FOLLOWS:

Section 1. The Findings and Reasons for Decision attached as Exhibit A are hereby adopted.

Section 2. The tract of land described and depicted in Exhibit B is hereby annexed to the City of Milwaukie.

Section 3. The tract of land annexed by this ordinance and described in Section 2 is hereby withdrawn from Clackamas County Service District for Enhanced Law Enforcement and Clackamas County Service District No. 5 For Street Lights.

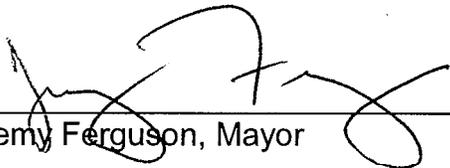
Section 4. The tract of land annexed by this ordinance and described in Section 2 is hereby assigned a Comprehensive Plan land use designation of Low Density Residential and a Municipal Code zoning designation of Residential zone R-10.

Section 5. The City shall immediately file a copy of this ordinance with Metro and other agencies required by Metro Code Chapter 3.09.030 and ORS 222.005 and 222.177. The annexation and withdrawals shall become effective upon filing of the annexation records with the Secretary of State as provided by ORS 222.180.

Read the first time on 9/15/09, and moved to second reading by 5:0 vote of the City Council.

Read the second time and adopted by the City Council on 9/15/09.

Signed by the Mayor on 9/15/09.



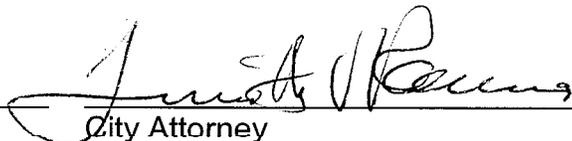
Jeremy Ferguson, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Schrader Ramis PC



Pat DuVal, City Recorder



City Attorney

ATTACHMENT 1
Exhibit A

FINDINGS IN SUPPORT OF APPROVAL
Revised September 11, 2009

Based on the expedited annexation staff report for 5111 SE Lake Road (the site), the City Council finds:

1. The site consists of one tax lot comprising 0.73 acres (Tax Map 2S2E06BA Tax Lot 00100). It is contiguous to the existing city limits and is within Milwaukie's urban growth management area (UGMA).

The site contains a main dwelling, a detached accessory dwelling, garage, and barn. The site has a driveway on Lake Rd and also takes access from Lena Ave, which is an unimproved right-of-way that terminates at Highway 224. The surrounding area consists of a single-family residential neighborhood on the south side of Lake Rd and Highway 224. The business-industrial area on International Way is on the north side of Highway 224 across from the site.

2. The applicant seeks annexation of the site to the City. The annexation is being processed as an expedited annexation at the request of the applicant. The expedited process does not provide for a public hearing on the proposal. Under the expedited process a City land use and zoning designation is automatically applied to the Site based on the Site's zoning designation in the County.
3. The Site's existing zoning designation in the County is Urban Low Density Residential (R-10). The automatic Milwaukie Municipal Code zoning and Milwaukie Comprehensive Plan land use designations upon annexation to the City are Residential zone R-10 and Low Density Residential, respectively.
4. The annexation was initiated by Consent of All Owners of Land. The petition meets the requirements for initiation set forth in Oregon Revised Statutes (ORS) Section 222.125, Metro Code Section 3.09.040, and Milwaukie Municipal Code (MMC) Section 19.1502.2.
5. The annexation petition has been processed and public notice has been provided in accordance with ORS Section 222.125, Metro Code Section 3.09.030 Notice Requirements, and MMC Section 19.1504 Expedited Process.
6. The applicable City approval criteria for expedited annexations are contained in MMC 19.1502.3. They are as follows:
 - A. The subject site must be located within the City's urban growth management area (UGMA);

The Site is with the City's UGMA. The Council finds that this criterion is met.

- B. The subject site must be contiguous to the existing city limits;

The Site is contiguous to the existing city limits. The Council finds that this criterion is met.

- C. The requirements of Oregon Revised Statutes for initiation of the annexation process must be met;

The annexation petition meets the Oregon Revised Statutes requirements for initiation. The Council finds that this criterion is met.

- D. The proposal must be consistent with Milwaukie Comprehensive Plan Policies;

The Public Facilities and Services Element of Chapter 5 states that the City should plan, develop, and maintain a timely, orderly, and efficient arrangement of public facilities and services to serve urban development.

The City can adequately provide urban services to the annexation property without impacting existing development or restricting future development in the area. The site will continue to be served by CCSD#1 because the City does not currently provide sewer service to the site. The site will continue to be served by Clackamas River Water (CRW), in accordance with the City's intergovernmental agreement with CRW for water supply, until such time as the City renegotiates this agreement.

Chapter 6 of the Comprehensive Plan contains the City's annexation policies. Applicable annexation policies include:

- Objective #1 – Unified System of Governance: To encourage and participate in efforts to define a unified system of government for the northwest urban area of Clackamas County.

As defined in the Milwaukie Comprehensive Plan, a unified system of government is one in which a single entity provides most urban services. Annexation will result in the City becoming the urban service provider for most services to this site, with the exception of sewer and water service. CCSD#1 currently provides and will continue to provide sewer service to the site since the City's nearest sewer pipe is more than 300 feet from the site. CRW currently provides water service to the site. Though the City could provide water service, CRW will continue to serve the site in accordance with a 2008 intergovernmental agreement. Since the City's long-term plan is to provide water service to this site, the City will coordinate with CRW and seek to effect the transfer of water service to the City in a timely and orderly manner.

- Objective #2 – Urban Service Area: To establish an area within which the City will participate in planning, coordinating and providing services.

The site is within the City's recognized urban service area as outlined in the City's UGMA agreement with the County.

- Objective # 3 – Annexation: To ensure that City Annexation policies conform to urban service and growth management policies.

The annexation is consistent with the City's regulations governing annexations pursuant to MMC Chapter 19.1500 Boundary Changes and the City's UGMA agreement with the County.

- Objective #6 – Cost of Services: To ensure that the cost of urban services provision is paid equitably by all who receive them.

Annexation will ensure that the annexation property pays for the City services it is proposing to use.

- Objective #7 – Extension of Services: To enable the City to maintain and extend adequate service levels as city growth occurs.

The City can adequately provide urban services, including law and code enforcement, to the annexation property without impacting existing development or restricting future development in the area.

The Council finds that the annexation proposal is consistent with the City's Comprehensive Plan.

- E. The proposal must comply with the criteria of Metro code Sections 3.09.050 (d) and, if applicable, (e).

The Council finds that the annexation proposal is consistent with applicable Metro Code sections for expedited annexations as detailed in Finding No. 7 below.

7. Prior to approving an expedited annexation, the City must apply the provisions contained in Section 3.09.045(d) of the Metro Code, which are as follows:

- (1) Find that the change is consistent with expressly applicable provisions in:

- (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;

There are no applicable urban service agreements adopted pursuant to ORS 195 in the area of the annexation. The Council finds that this criterion is met.

- (B) Any applicable annexation plan adopted pursuant to ORS 195.205;

There are no applicable annexation plans adopted pursuant to ORS 195 in the area of the annexation. The Council finds that this criterion is met.

- (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;

There are no applicable cooperative planning agreements adopted pursuant to ORS 195 in the area of the annexation. The Council finds that this criterion is met.

- (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services;

A public facilities plan was developed by Clackamas County and subsequently adopted by the City through the City-County UGMA Agreement pursuant to the statewide planning goal on public facilities. The Council finds that extension of City services to the Site upon annexation is consistent with this public facilities plan.

- (E) Any applicable comprehensive plan policies.

The Clackamas County Comprehensive Plan is the only applicable comprehensive plan, and this plan contains no specific language relating to City annexations. It does, however, contain the City-County UGMA Agreement, which identifies this area as being within the mutually agreed upon UGMA boundary. The UGMA Agreement requires the City to notify the County of annexations, which the City has done. The UGMA Agreement also calls for City assumption of jurisdiction of local streets adjacent to the Site. However, the one street adjacent to the Site, i.e. SE Lake Road, is not covered by this provision because it is not a local street. The Council finds that the annexation proposal is consistent with the County's Comprehensive Plan.

- (2) Consider whether the boundary change would:

- (A) Promote the timely, orderly and economic provision of public facilities and services;
(B) Affect the quality and quantity of urban services; and
(C) Eliminate or avoid unnecessary duplication of facilities and services.

Urban services are available to the site. The quantity and quality of urban services is adequate to support the development on the property. Annexation will simplify the government structure in the area and will eliminate some layers of government by withdrawing the site from two districts as a result of annexation to the City. The

Council finds that the annexation proposal is consistent with these considerations.

8. The City is authorized by ORS Section 222.120 (5) to withdraw the Site from non-City service providers and districts upon annexation of the Site to the City. This allows for more unified and efficient delivery of urban services to newly annexed properties and is in keeping with the City's Comprehensive Plan policies relating to annexation.
9. The Site was connected to Clackamas County Service District #1's (CCSD #1) sewer line in Lake Road in 1975. The City of Milwaukie does not have a sewer line in the immediate vicinity of the site available to provide service to the property. The existing CCSD #1 line can adequately continue to serve the Site.
10. The Site is currently in the Clackamas River Water (CRW) district and served by a CRW line in Lake Road. The City has a 12-inch water line in Lake Rd along the Site's frontage. Though the City could serve the Site through this line, CRW will continue to serve the site in compliance with the City's 2008 intergovernmental agreement with CRW. The existing CRW line can adequately continue to serve the Site.
11. The Site is not currently connected to a public storm water system.
12. Clackamas County Fire District No. 1 currently serves the Site. It will continue to be served by this district upon annexation since the entire City is within Clackamas County Fire District No. 1.
13. The site is currently served by the Clackamas County Sheriff's Department and is within the Clackamas County Service District for Enhanced Law Enforcement, which provides additional police protection to the area. The City has its own police department, and this department can adequately serve the Site. The Site should be withdrawn from the Clackamas County Service District for Enhanced Law Enforcement upon annexation to the City.
14. The site is within Clackamas County Service District # 5 for Street Lights. The Site will be withdrawn from this district upon annexation. The City does not levy a separate tax or assess individual properties for street lighting.
15. Planning, Building, Engineering, Code Enforcement, and other municipal services are available through the City and will be available to the Site upon annexation. The Site will continue to receive services and remain within the boundaries of certain regional and county service providers, such as TriMet, North Clackamas School District, Vector Control District, etc.

EXHIBIT B

FORM No. 706 - REAL ESTATE CONTRACT - Monthly Payments

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31

Leo J & Marian M Beckman
13306 W. Blue Bonnet Drive
Sun City West, AZ 85375

Buyer's Name and Address
David Mealey & Sheryl Riley
5115 SE 38th Ave
Portland, OR 97202

Buyer's Name and Address
Leo J & Marian M Beckman
13306 W. Blue Bonnet Drive
Sun City West, AZ 85375

Mail requested copies, send all fee statements to (Name, Address, Zip):
David Mealey & Sheryl Riley
5115 SE 38th Ave
Portland OR 97202

STATE OF OREGON,
County of _____ } ss.

I certify that the within instrument was received for recording on _____

Clackamas County Official Records 2009-018004
Sherry Hall, County Clerk



\$41.00

01290908200900180040030039 03/20/2009 01:36:53 PM

D-COM Cnt=1 Str=2 JAMSKE
\$15.00 \$16.00 \$10.00
By LO, Deputy.

REAL ESTATE CONTRACT

THIS CONTRACT, Dated March 17, 2009, between Leo J. Beckman & Marian M. Beckman Co-Trustees under the Leo J. & Marian M. Beckman Revocable Living Trust dated Sept. 9, 2003, hereinafter called the seller, and David Mealey and Sheryl Riley, hereinafter called the buyer,

WITNESSETH: That in consideration of the original covenants and agreements herein contained, the seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following described lands and premises situated in Clackamas County, State of Oregon, to-wit:

Lot 9 and 10, MINTONE HOMES, EXCEPTING THEREFROM that portion taken in condemnation suit No. 6665 by Decree filed September 17, 1968

22E06BA 00100

CO

for the sum of Five Hundred Twenty-five Thousand and no/100--- Dollars (\$525,000.00), hereinafter called the purchase price, on account of which One Hundred Thousand and no/100--- Dollars (\$100,000.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller); the buyer agrees to pay the remainder of the purchase price (to-wit: \$425,000.00) to the order of the seller in monthly payments of not less than Two Thousand Six Hundred--- Dollars (\$2,600.00) each, with the whole unpaid balance being due no later than March 31, 2014.

payable on the 15th day of each month hereafter beginning with the month and year May 2009 and continuing until the purchase price is fully paid.

The true and actual consideration for this conveyance is \$525,000.00. (Here comply with ORS 93.030.)
Buyer will furnish seller with written proof of payment of real property taxes. No interest of buyer shall be assigned, subcontracted or otherwise transferred, voluntarily or involuntarily, without the written consent of seller. Buyer accepts (cont'd on back)

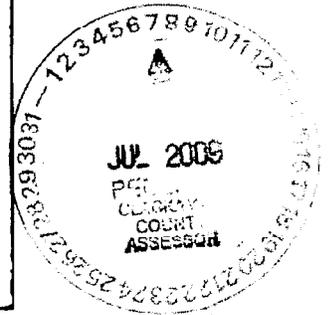
All of the purchase price may be paid at any time; all of the deferred payments shall bear interest at the rate of 6 percent per annum from 4-15-09 until paid; interest to be paid monthly and in addition to to be included in the minimum monthly payments above required. Taxes on the premises for the current tax year shall be prorated between the parties hereto as of the closing date.

The buyer warrants to and covenants with the seller that the real property described in this contract is
* (A) primarily for buyer's personal, family or household purposes,
(B) for an organization or (even if buyer is a natural person) is for business or commercial purposes.

The buyer shall be notified so possession of the lands on 30 days after closing date and may retain such possession so long as buyer is not in default under the terms of this contract. The buyer agrees that at all times buyer will keep the premises and the buildings, now or hereafter erected thereon, in good condition and repair and will not suffer or permit any waste or strip thereof; that buyer will keep the premises free from construction and all other liens and save the seller harmless herefrom and reimburse seller for all costs and attorney fees incurred by seller in defending against any such liens; that buyer will pay all taxes hereafter levied against the property, as well as all water rents, public charges and municipal fees which hereafter lawfully may be imposed upon the premises, all promptly before the same or any part thereof becomes past due; that at buyer's expense, buyer will insure and keep insured all buildings now or hereafter erected on the premises against loss or damage by fire (with extended coverage) in an amount not less than \$425,000.00 in a company or companies satisfactory to the seller, specifically naming the seller as an additional insured, with loss payable first to the seller and then to the buyer as their respective interests may appear and all policies of insurance to be delivered to the seller as soon as insured. If the buyer shall fail to pay any such taxes, costs, water rents, taxes or charges, the seller may do so and any payment so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the seller for buyer's breach of contract.

IMPORTANT NOTICE: Delete, by striking out, whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is a creditor, an exact word is defined in the Truth-in-Lending Act and Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures.

2009-018004



Chicago Title Insurance Co.

45-465141



28

LEO J. AND MARIAN M. BECKMAN, Co-Grantors

LEO AND MARIAN M. BECKMAN, Co-Grantees

After Recording Return to:
LEO J. AND MARIAN M. BECKMAN
5111 SE Lake Rd.
Milwaukie, OR 97222

Clackamas County Official Records
Sherry Hall, County Clerk 2003-125178



\$31.00

09/17/2003 02:27:05 PM

D-D C/M/ B/M/2 B/V/L
\$18.00 \$11.00 \$18.00

Until a change is requested,
all tax statements shall be
sent to the following address:
Same

WARRANTY DEED - STATUTORY FORM

LEO J. AND MARIAN M. BECKMAN, Co-Grantors, convey and warrant to LEO J. AND MARIAN M. BECKMAN, Co-Trustees, or the successor(s) in trust, under THE LEO J. AND MARIAN M. BECKMAN REVOCABLE LIVING TRUST, dated September 9, 2003 and any amendments thereto wherein LEO J. AND MARIAN M. BECKMAN are also Trustees and Beneficiaries, Co-Grantors, the following described real property free of encumbrances except as specifically set forth herein situated in Clackamas, Oregon:

22E 06BA 00100

Lots 9 and 10, MINTONE HOMES, in the County of Clackamas and State of Oregon, EXCEPTING THEREFROM that portion taken in Condemnation Suite No. 66665 by Decree filed September 17, 1968.

The true and actual consideration for this conveyance is \$1.00.

WD

The liability and obligations of the Grantor to Grantee and Grantee's heirs and assigns under the warranties and covenants contained herein or provided by law shall be limited to the extent of coverage that would be available to Grantor under a standard policy of title insurance. The limitations contained herein expressly do not relieve Grantor of any liability or obligations under this instrument, but merely define the scope, nature, and amount of such liability or obligations.

The property is free from encumbrances except those of record.

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

38487
8-5566

Right of Way
File No.

RW-30145

1 IN THE CIRCUIT COURT OF THE STATE OF OREGON
2 FOR THE COUNTY OF CLACKAMAS

3 _____)
4 STATE OF OREGON, by and through its State Highway)
Commission, composed of Glenn L. Jackson, David B.)
5 Simpson and Fred W. Hill,)
6 Plaintiff,)
7 vs.)
8 ALFRED FOGLIO and MARY FOGLIO, husband and wife;)
GLEN McCARTY, Trustee; WILLAMETTE SAVINGS AND LOAN)
9 ASSOCIATION OF MILWAUKIE, OREGON, a corporation;)
FIRST STATE BANK OF OREGON, an Oregon banking)
10 corporation, MERLE HENSLEY and ETHEL HENSLEY,)
11 Defendants.)
12 _____)

Case No. 66665
JUDGMENT ORDER

13
14 The above entitled cause came on regularly for trial on Tuesday,
15 June 4, 1968, before the Honorable Winston L. Bradshaw, Judge of the above
16 entitled court; plaintiff appearing by and through Ted E. Barbera of its
17 attorneys; and the defendants Alfred Foglio and Mary Foglio, husband and
18 wife; Glen McCarty, Trustee; Willamette Savings and Loan Association of
19 Milwaukie, Oregon, a corporation; and First State Bank of Oregon, an Oregon
20 banking corporation, appearing by and through Glen McCarty, their attorney;
21 and

22 It appearing to the Court that an order of default has heretofore
23 been entered against the defendants Merle Hensley and Ethel Hensley; and

24 It appearing to the Court and the Court now finds that the real
25 property described in paragraphs IV and V, together with the rights of access
26 described in paragraph VI of the plaintiff's complaint on file herein are
27 necessary for public use; and

28 It appearing to the Court and the Court now finds that the plaintiff,
29 prior to the commencement of this action and pursuant to its resolution,
30 attempted to acquire said real property and interests therein, together with
31 said rights of access, by agreement and purchase, but was unable to do so; and

32 It appearing that the only issue to be tried in this proceeding is
33 the just compensation to be awarded to the defendants for the appropriation of
34 the real property and interests therein, together with the rights of access,
35 as prayed for in the complaint on file herein; and

FILE COPY

1 A jury having been called, examined, duly empaneled and sworn; the
2 parties having made their opening statements; a view of the proposed acqui-
3 sition having been held in the manner provided by law; the parties having adduced
4 evidence in support of their contentions; arguments of the respective parties
5 having been made to the jury, the jury having been regularly instructed in the
6 law and having retired for deliberations did, on the 5th day of June, 1968, re-
7 turn its verdict, which verdict, omitting the title of the court and cause, is
8 in the words and figures as follows:

9 "We, the jury, being first duly empaneled and sworn to try
10 the above entitled cause, find that the just compensation to be
11 awarded to the defendants is in the sum of \$21,000.00.
12 "DATED this 5 day of June, 1968.

13 /s/ Michael K. Inman
14 Foreman"

15 and which said verdict was regularly filed by the clerk of said court; and

16 It appearing to the Court, from the records and files herein, that
17 on October 9, 1967, plaintiff, pursuant to ORS 366.392 and ORS 366.393,
18 deposited into court the sum of \$9,000.00 for the use of the defendants pend-
19 ing adjudication of the within action; and

20 It appearing to the Court and the Court now finds, based on stipula-
21 tion of the parties, that plaintiff took physical possession of the property
22 being acquired herein on September 23, 1967; and

23 It appearing to the Court and, based on a stipulation of the parties,
24 the Court now finds that the defendants are entitled to interest at six percent
25 per annum on the sum of \$21,000.00 from September 23, 1967, to and including
26 October 9, 1967, and interest at six percent per annum from October 9, 1967,
27 until paid upon the amount by which said verdict exceeds the amount of said
28 deposit into court, to wit: the sum of \$12,000.00; and

29 It appearing to the Court and the Court now finds that the amount
30 of the verdict of the jury exceeded plaintiff's tender to defendants prior
31 to the filing of the complaint herein, and that defendants are, therefore,
32 entitled to a reasonable sum as their attorneys' fees herein; the Court now
33 finds that the sum of \$3,500.00 is a reasonable sum to be allowed defend-
34 ants for attorneys' fees; now, therefore,

35 IT IS HEREBY ORDERED by this Court as follows:

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I.

That upon payment to the Clerk of this court of the balance of the amount of the verdict over and above the \$9,000.00 heretofore deposited, to wit: the sum of \$12,000.00, together with interest as aforesaid, the real property hereinafter described, together with all rights and easements therein, shall be and become appropriated to the State of Oregon, by and through its State Highway Commission, in fee simple, free and clear of all liens and encumbrances. Said real property so appropriated is described as follows:

Parcel No. 1

A parcel of land lying in Lots 9 and 10, Mintone Homes, Clackamas County, Oregon; the said parcel being that portion of said Lots 9 and 10 included in a strip of land variable in width, lying on the Southwesterly side of the center line of the Clackamas Highway as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 162+88.16, said Station being 711.42 feet North and 1244.97 feet West of the Southeast corner of MINTHORN ADDITION to the City of Portland; thence on a spiral curve left (the long chord of which bears South 27° 29' 30" East) 600 feet; thence on a 1637.02 foot radius curve left (the long chord of which bears South 39° 31' 30" East) 287.62 feet; thence on a spiral curve left (the long chord of which bears South 51° 33' 30" East) 600 feet; thence South 55° 03' 30" East, 1801.16 feet; thence on an 11,459.16 foot radius curve left (the long chord of which bears South 57° 28' 30" East) 966.67 feet; thence South 59° 53' 30" East, 696.99 feet; thence on an 11,459.16 foot radius curve right (the long chord of which bears South 57° 29' 10" East) 962.22 feet; thence South 55° 04' 50" East, 797.18 feet to Engineer's Station 230+00.

The widths in feet of the strip of land above referred to are as follows:

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width on Southwesterly Side of Center Line</u>
211+25		211+50	210 taper to 185
211+50		212+40.60	185 taper to 155
212+40.60		215+00	155

(Bearings used herein are based upon the Oregon Co-ordinate System, North Zone.)

The parcel of land to which this description applies contains 0.08 acre, more or less.

Parcel No. 2

A parcel of land lying in Lots 9 and 10, Mintone Homes, Clackamas County, Oregon; the said parcel being that portion of said Lots 9 and 10 included in a strip of land variable in width, lying on the Northerly side of the center line of the connection between Lake Road and Harmony Road, which center line is described as follows:

Beginning at Engineer's center line Station "OX" 98+41.59, said Station being 230.57 feet North and 137.68 feet East of the Northwest corner of the Elisha Kellogg D.L.C. #54, Township 2

1 South, Range 2 East, W.M., thence South 72° 44' 25" East, 433.98
 2 feet; thence on a spiral curve left (the long chord of which bears
 3 South 74° 49' 25" East) 500 feet; thence on a 2291.83 foot radius
 4 curve left (the long chord of which bears North 86° 40' 50" East)
 1146.33 feet; thence on a spiral curve left (the long chord of
 which bears North 68° 11' 05" East) 500 feet; thence North 66° 06'
 05" East, 278.10 feet to Engineer's center line Station "OX" 127+00.

5 The widths in feet of the strip of land above referred to are
 6 as follows:

7	<u>Station</u>	<u>Station</u>	<u>Width on Northerly Side of Center Line</u>
8	"OX" 101+10	"OX" 102+75.57	60 taper to 50
9	"OX" 102+75.57	"OX" 105+00	50

10 (Bearings used herein are based upon the Oregon Co-ordinate
 System, North Zone.)

11 The parcel of land to which this description applies contains
 12 0.1 acre, more or less.

13 II.

14 That there shall be no rights of access of any nature between the
 15 real property described in paragraph I hereof and all of the real property of
 16 the defendants remaining after the appropriation of said property, which said
 17 remaining real property of the defendants is situated in Clackamas County,
 18 Oregon, and, including the real property described in paragraph I hereof, is
 19 described as follows:

20 "Lots 9 and 10, Mintone Homes, Clackamas County, Oregon."

21 Provided, however, that there shall be no restriction of access to Lake Road
 22 easterly of Highway Engineer's center line Station "OX" 103+50.

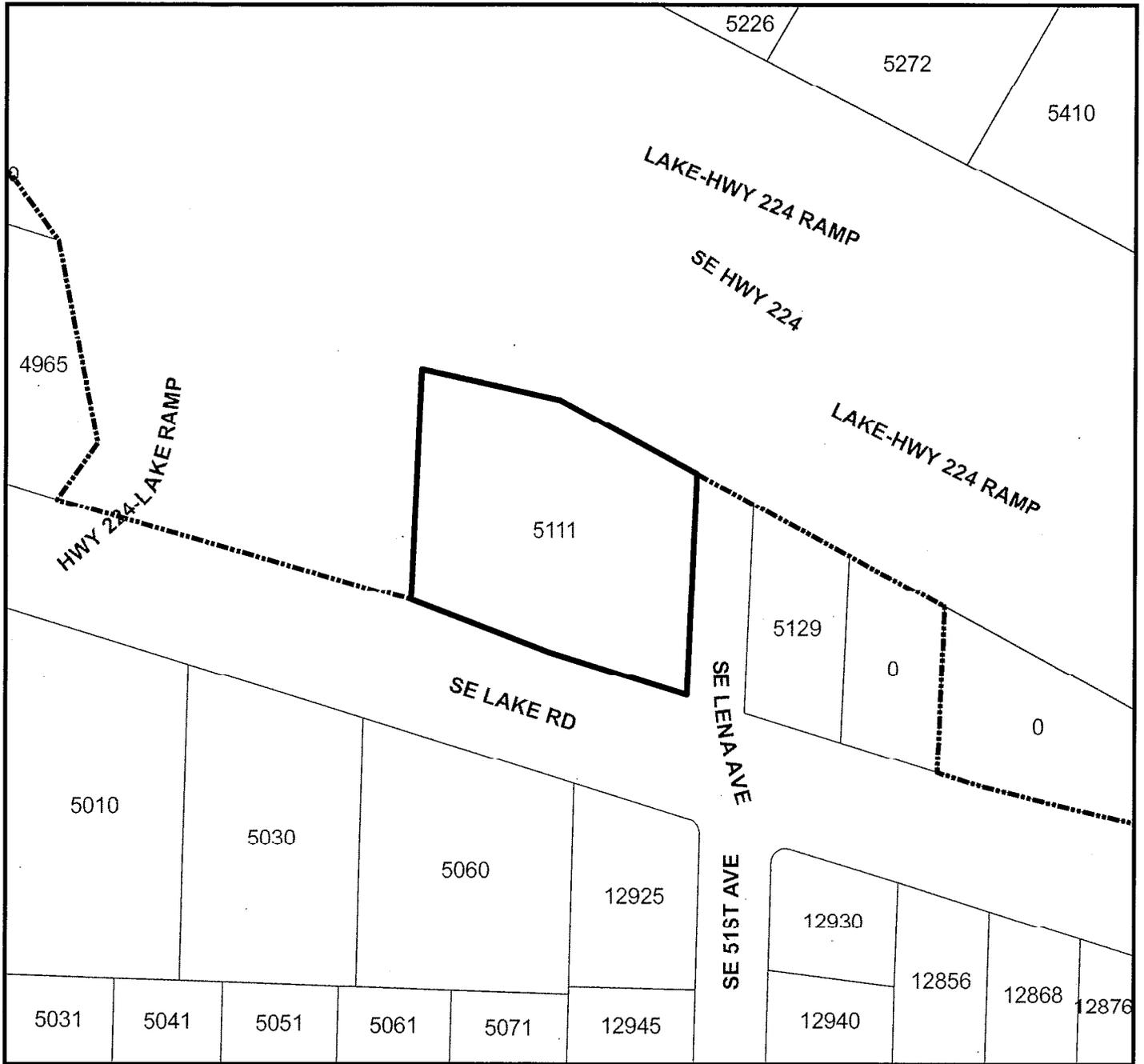
23 III.

24 That the defendants shall recover of and from the plaintiff the sum
 25 of \$ 3500.00 as and for attorney fees, together with their costs and dis-
 26 bursements incurred herein taxed in the amount of \$ _____.

27 DATED this 17th day of June, 1968.

30 s/ Winston L. Bradshaw
 31 Circuit Judge

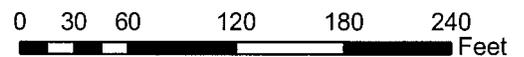
**ATTACHMENT 1
EXHIBIT B**



**5111 SE Lake Road (Tax Map 2S2E06BA 00100)
Annexation File A-09-02**

Legend

-  Annexation Site
-  City of Milwaukie Boundary
-  City of Milwaukie Tax Lots
-  Unincorporated Clackamas County Tax Lots



1 inch equals 100 feet