

128-196<sup>OK</sup>  
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BARGAIN AND SALE DEED

JOHN G. EMERY and MARJORIE H. EMERY, husband and wife, herein called grantors, for the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto the CITY OF LAKE OSWEGO, a municipal corporation, herein called grantee, and unto grantee's successors and assigns, the real property in Clackamas County, Oregon, more fully described as PARCEL I on Schedule A attached hereto and by reference incorporated herein.

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

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$190,000.

The grantors do hereby reserve an easement within the area referred to as "easement area" as described on said Schedule A. The easement shall be for the purposes of:

- (a) Ingress and egress to and from the property described as Parcel II on said Schedule A; and
- (b) Installing, maintaining and repairing underground utility service to serve Parcel II.

The easement shall only be for the purpose of serving a maximum of two single-family dwellings on Parcel II. Any roadway constructed within the easement area shall be in the nature of a residential lane or driveway, the travelled surface of which shall not exceed 16 feet in width. Any construction or repair of roadway or utility services in the easement area shall be done in a manner acceptable to the grantee, acting through its City Manager, to prevent erosion, unnecessary tree cutting and other damage to Parcel I. It is further understood and agreed that the easement for ingress and egress shall terminate, and any roadway shall be abandoned, at such time as reasonably adequate alternative means of access to Parcel II are available by public road or street.

The grantors hereby covenant, for themselves and their heirs, administrators, executors and assigns, which covenant shall run with the land as to Parcel II and shall be binding upon any successors in interest to Parcel II, as follows:

- (a) The portion of Parcel II referred to as Parcel II-A, as described on Schedule A, will not be developed with buildings or structures other than one single-family dwelling (together with outbuildings and appurtenances for single-family dwelling use). Any dwelling erected on Parcel II-A will be built entirely within 100 feet from the northerly line and within 100 feet from the easterly line of Parcel II-A, said distances to be measured by lines 100 feet from and parallel to the northerly and easterly lines, respectively, of Parcel II-A1. No building or structure will be erected on Parcel II-A in such a manner that any portion thereof (including chimneys and aerials) will extend in height above 670 feet elevation, Lake Oswego datum.

Recorded By  
Pioneer National  
Title Insurance Company

JAMES A. COX  
ATTORNEY AT LAW  
415 NORTH STATE STREET  
LAKE OSWEGO, OREGON 97034 - 635-3546

(b) The portion of Parcel II-A lying within 50 feet from the easterly boundary of Parcel I shall remain essentially in its natural state. No trees having a trunk diameter in excess of four inches will be cut within such area without the consent of the grantee, acting through its City Manager. It is understood, however, that

(i) a driveway to serve a maximum of two single-family dwellings, and

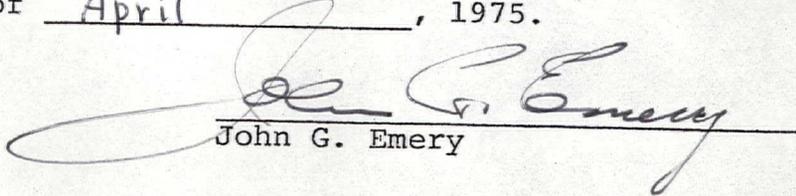
(ii) a fence,

may be constructed within such area if the plans and specifications for each are approved by the grantee, acting through its City Manager, as having no substantial adverse aesthetic effect on the use and enjoyment of Parcel I for park purposes.

It is understood and agreed, and by acceptance of this deed the grantee does hereby covenant, that it will not permit commercial logging or the sale of timber from the premises conveyed to it for a period of 25 years from the date of this deed (except the sale of any marketable timber which may be cut by the grantee as an incidental result of development and/or management of the property for park purposes or in the construction of public utilities); and that the premises will not be sold or used for any purpose other than park purposes or public utilities during the lifetimes of the grantors and their three living children, or the survivor of them, without their express written consent. Breach of the foregoing covenants by the grantee may be enforced by appropriate action at law or suit in equity, but shall not result in forfeiture or divestiture of the grantee's title to the premises.

The grantors hereby covenant to and with the grantee and the grantee's successors and assigns that the television antenna and equipment now situated on the premises being conveyed to the grantee are there by permissive use, and that there are no leases, easements, agreements, or other rights existing in favor of any third parties which would prevent the grantee from requiring the immediate removal of said television antenna and equipment at any time.

IN WITNESS WHEREOF the grantors have executed this deed this 3rd day of April, 1975.

  
John G. Emery

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Marjorie H. Emery

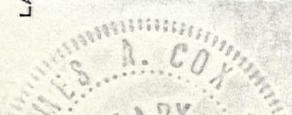
STATE OF OREGON )  
                          ) ss.  
County of Clackamas)

April 4, 1975

Personally appeared the above-named JOHN G. EMERY and ~~MARJORIE H. EMERY~~, and acknowledged the foregoing instrument to be ~~their~~ voluntary act and deed.

  
Notary Public for Oregon

JAMES A. COX  
ATTORNEY AT LAW  
415 NORTH STATE STREET  
LAKE OSWEGO, OREGON 97034 - 635-3546



SCHEDULE A

Legal Description of Parcel I

A tract of land situated in Section 16, Township 2 South, Range 1 East, of the Willamette Meridian, and being more particularly described as follows:

Beginning at the Southwest corner of said Section 16 and running thence North 294.36 feet along the westerly line of said Section 16 to an iron pipe, said iron pipe being the true point of beginning; thence continuing North along said section line, 1670.95 feet to an iron pipe; thence leaving said section line South  $89^{\circ}53'15''$  East, 1220.00 feet to an iron pipe; thence South  $12^{\circ}33'$  East, 576.39 feet to an iron pipe; thence South  $13^{\circ}15'$  West, 239.00 feet to iron rod; thence North  $86^{\circ}24'$  East, 191.07 feet to an iron rod; thence South  $13^{\circ}15'$  West, 242.01 feet to an iron pipe; thence South  $13^{\circ}16'$  West, 461.54 feet to an iron pipe; thence South  $81^{\circ}25'30''$  West, 156.23 feet to an iron pipe; thence South  $81^{\circ}07'30''$  West, 1182.69 feet to the true point of beginning, all in Clackamas County, Oregon. Distances and bearings based on survey by Andrew J. Paris, dated December 11, 1974. EXCEPTING therefrom "Parcel II" as described on Page 2 of this Schedule A.

Legal Description of Easement Area.

A tract of land situated in Section 16, Township 2 South, Range 1 East, of the Willamette Meridian, and being more particularly described as follows:

Beginning at the Southwest corner of said Section 16 and running thence northerly on the westerly section line of said Section 16, 1965.31 feet to an iron pipe; thence leaving said section line South  $89^{\circ}53'15''$  East, 732.31 feet to an iron rod and the true point of beginning; thence South  $89^{\circ}53'15''$  East, 52.10 feet to an iron rod, said iron rod being a point on a curve to the left, said curve having a radius of 275 feet and being on the easterly right of way line of Palisades Crest Drive; thence Southerly along said curve a distance of 20.76 feet to an iron rod, the long chord of which bears South  $20^{\circ}28'38''$  West 20.75 feet; thence South  $71^{\circ}18'30''$  East, 171.48 feet; thence South  $26^{\circ}45'30''$  East, 171.52 feet; thence South  $19^{\circ}32'30''$  East, 249.40 feet; thence North  $67^{\circ}53'35''$  West, 33.46 feet; thence South  $1^{\circ}00'00''$  West, 71.25 feet; thence North  $19^{\circ}32'30''$  West, 293.59 feet; thence North  $26^{\circ}45'30''$  West, 147.88 feet; thence North  $71^{\circ}18'30''$  West, 193.16 feet to a point on a curve to the right, said curve having a radius of 325 feet; thence Northerly along said curve a distance of 54.86 feet to the true point of beginning along chord of which bears North  $10^{\circ}53'45''$  East 132.30 feet. All in Clackamas County, Oregon. Distances and bearings based on survey by Andrew J. Paris, dated December 11, 1974.

JUN 27 1975

STATE OF OREGON  
County of Clatsop

I, George D. Poppen, County Clerk, Ex-Officio  
Recorder of Conveyances and Ex-Officio Clerk  
of the Circuit Court of the State of Oregon, for  
the County of Clatsop, do hereby certify that  
the within instrument of writing was received for  
and recorded in the records of said county on  
1975 JUN 27 PM 3 28



Recording Certificate 75 17316  
Deputy

Legal Description of Parcel II

A tract of land situated in Section 16, Township 2 South, Range 1 East, of the Willamette Meridian, and being more particularly described as follows:

Beginning at the Southwest Corner of said Section 16 and running thence Northerly along the westerly line of said Section 16, 294.36 feet to an iron pipe; thence North 81°07'30" East, 1112.08 feet to an iron pin, said iron pin being the true point of beginning; running thence North 01°47' East 538.67 feet; thence North 19°40' West, 155.75 feet; thence North 01°00' East, 367.89 feet; thence South 67°53'35" East, 301.03 feet; thence South 13°15' West, 239.00 feet; thence North 86°24' East, 191.07 feet; thence South 13°15' West, 242.01 feet; thence South 13°16' West, 461.54 feet; thence South 81°25'30" West, 156.23 feet; thence South 81°07'30" West, 70.61 feet to the true point of beginning. All in Clackamas County, Oregon. Distances and bearings based on survey by Andrew J. Paris, dated December 11, 1974.

LEGAL DESCRIPTION OF PARCEL II-A

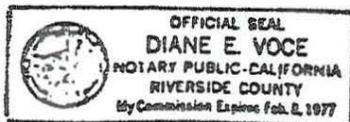
The portion of Parcel II lying northerly of the following described line:

Beginning at the Southwest corner of Section 16, Township 2 South, Range 1 East of the Willamette Meridian and running thence Northerly along the westerly line of said Section 16, 294.36 feet; thence North 81°07'30" East, 1112.08 feet; thence North 01°47' East, 538.67 feet; thence North 19° 40' West, 155.75 feet to a 1/2 inch iron rod, said iron rod being the true point of beginning and the westerly terminus of said line; running thence North 84°34'20" East, 231.60 feet to a 5/8 inch iron rod, said iron rod being the easterly terminus of said line.

STATE OF Calif.  
County of Riverside ss.

*Marjorie H. Emery* 1975

Personally appeared the above-named MARJORIE H. EMERY, and acknowledged the foregoing instrument to be her voluntary act and deed. April 3, 1975.



*Diane E. Voce*  
Notary Public for California  
My commission expires: 2-2-77

4