

ORDINANCE NO. 647-A

Introduced by Commissioner Richard Gramson

AN ORDINANCE VACATING A PORTION OF S. W. ALDER COURT BETWEEN THE SOUTHERLY RIGHT OF WAY LINE OF S. W. SECOND STREET AND THE NORTHERLY RIGHT OF WAY LINE OF S. W. THIRD STREET OF EVEN WIDTH, BORDERING AND ADJOINING BLOCKS 1 AND 2, W. C. SMITH'S ADDITION TO THE CITY OF WARRENTON, COUNTY OF CLATSOP, STATE OF OREGON.

WHEREAS, the City of Warrenton has deemed it to be in the best interests of the City of Warrenton to vacate that portion of S. W. Alder Court between the Southerly right of way line of S. W. Second Street and the northerly right of way line of S. W. Third Street of even width, bordering and adjoining Blocks 1 and 2, W. C. Smith's Addition to the City of Warrenton, County of Clatsop, State of Oregon, and

WHEREAS, Alvin Richard Moll and Ernie Garcia, a partnership; Donell K. Dyer and Gladys Dyer, husband and wife; and Ernie Garcia, petitioned the City Commission of the City of Warrenton on the 3rd day of January, 1977 to vacate the aforementioned named portions of street, and the City Commission of the City of Warrenton having found no reason manifestly existing why this vacation of portions of streets in the City of Warrenton should not be allowed in whole or in part and by petition initiating these vacation proceedings and a notice having fixed the time for formal hearing upon this petition as March 21, 1977 at the hour of 8:00 o'clock p.m. of said day at the City Hall of the City of Warrenton, and

WHEREAS, due notice of the time and place of said hearing was given as by law required and as set out in the affidavit of Gilbert Gramson, City Manager, who posted the required notice, and the affidavit of the Daily Astorian which performed the newspaper publications, which is also filed herein, and

WHEREAS, a formal hearing was held at the hour of 8:00 o'clock p.m. on March 21, 1977 and the petition initiating the vacation proceedings was read and no objections thereto were heard by the City Commission, and that none of the owners of a majority of the area affected thereby objected in writing thereto and the written consents of all of the abutting property owners as required by law were obtained, and were examined, and the city Commission examined and determined that the abutting property owners' consents were obtained and that the owners of a majority of the area affected made no objections and that the requisite notices were given by posting and by publication and that the public interest would not be prejudiced by vacation of the street described herein which the petitioners requested be vacated and that matters having been determined in favor of these petitioners by the city of Warrenton and its city commissioners,

NOW, THEREFORE, the City of Warrenton does ordain as follows:

Section 1: That that portion of street in the City of Warrenton, County of Clatsop, State of Oregon, more particularly described as:

That portion of S. W. Alder Court between the Southerly right of way line of S. W. Second Street and the Northerly right of way line of S. W. Third Street, of even width bordering and adjoining Blocks 1 and 2, W. C. Smith's Addition to the City of Warrenton, County of Clatsop, State of Oregon.

be and the same is hereby vacated and that said vacation of that portion of that certain named street described herein is hereby made a matter of public record and it is hereby expressly provided that the petitioners shall forthwith pay the costs of obtaining the necessary changes on the public records so as to indicate, as required by law, such vacation, and it is hereby provided that the City Auditor and Police Judge shall file with the County Clerk of Clatsop County, State of Oregon a certified copy of this ordinance and file a certified copy of this ordinance with the County Assessor and the County Surveyor. Nothing contained herein shall cause or require the removal or abandonment of any sewer, water main, conduit, pipe of any kind, including wires, poles or any other thing used or intended to be used for any public service or utility including but not limited to natural gas, electical, telephone, water or sewer lines or to impair or reduce the existing easements or rights of way, and the right is hereby reserved to maintain, continue, repair, reconstruct, renew, replace, rebuild and/or enlarge any and all such things now or hereafter in the future.

Section 2. This vacation is conditioned on and subject to the faithful and full performance of all covenants of the agreement between the City of Warrenton and the Warrenton Housing Associates a copy of which is attached hereto and by this reference incorporated herein as if set forth in full haec verba as Exhibit "A"..

Passed by the City Commission of the City of Warrenton, Oregon this 21 day of September 1977.

Approved by the Mayor of the City of Warrenton this 21st day of Sept., 1977.

Robert L. Gray      Vice Mayor  
Mayor

ATTEST:

Silbert Bramson  
Auditor and Police Judge

## AGREEMENT

WHEREAS, on the petition of Ernie Garcia and the Warrenton Housing Associates and other adjoining property owners, the City of Warrenton has vacated that portion of S.W. Alder Court between the Southerly right of way line of S.W. Second Street and the Northerly right of way line of S.W. Third Street all of even widths bordering and adjoining Blocks 1 and 2, W.C. Smith's Addition to the City of Warrenton, and

WHEREAS, it is the policy of the City of Warrenton to not vacate property without receiving adequate consideration for the City, and

WHEREAS, in consideration of said vacation, Warrenton Housing Associates, promises, covenants and agrees as follows:

The Warrenton Housing Associates hereby agrees to improve, according to the following specifications, that portion of S.W. Alder Avenue between the Southerly right of way line of S.W. Second and the Northerly right of way line of S.W. Third vacated by the City of Warrenton. The specifications for improvement of that said street shall be:

(1) Approximately 400 feet of paved asphalt roadway between the existing S.W. Second Street pavement and the Northerly boundary of S.W. Third.

(2) The pavement shall be 36 feet in width.

(3) There shall be a concrete sidewalk on the West side of a minimum of 4 feet in width.

(4) The curbing shall be placed in the East side of the roadway with a 6 inch standard curb.

(5) A 24 inch culvert to handle the drainage along the entire length of the street shall be laid; the culvert shall be on the West side of said street and of aluminum or asphalt coating or galvanized to meet the City's specifications.

(6) Catch basins shall be installed to handle the street drainage.

(7) The improvements referred to in paragraphs (1) and (6) above shall be completed within nine months after the actual commencement of work on the city park referred to in paragraph (2) below.

Attached hereto and by this reference incorporated herein as Exhibit "A" are additional specifications.

The cost of the improvements are estimated to be in the sum of \$15,000.00 and Housing Associates herewith deposit and post said bond number \_\_\_\_\_ issued by \_\_\_\_\_ in a form satisfactory to the City of Warrenton for purposes of guaranteeing the performance of their covenants herein.

The promises of the Housing Associates are subject to:

(1) The issuance of a building permit and beginning of construction of that certain apartment complex for which variance has been granted by the City of Warrenton Planning Commission to be located on Block 1, W.C. Smith's Addition to the City of Warrenton.

(2) The City of Warrenton initiating development of a proposed city park to the immediate South on or before January 1, 1983.

That in the event either or both of these conditions have not occurred by said date then the bond shall be discharged and the Warrenton Housing Associates exonerated of their obligations herein.

In the event suit or action is instituted as a result of or arising out of this agreement or to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

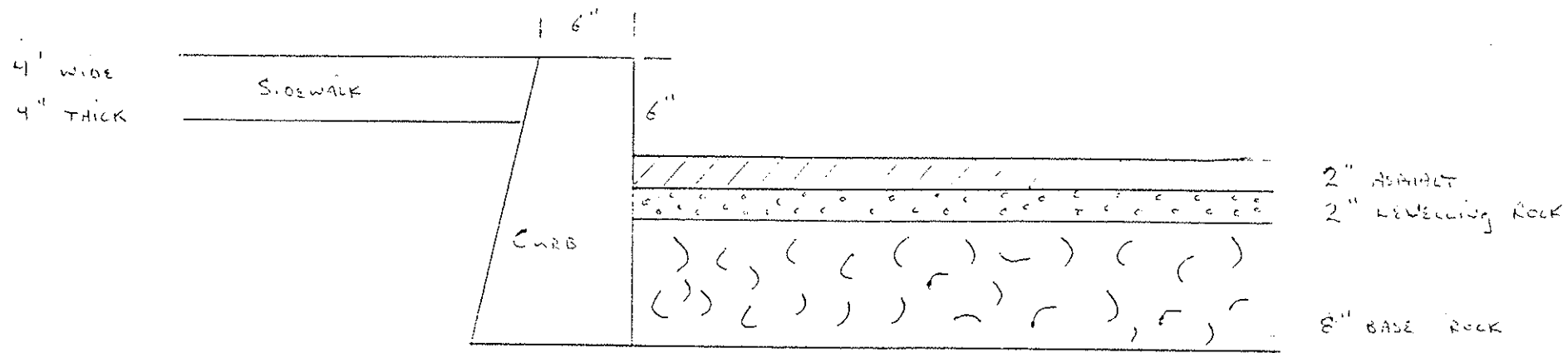
The provisions, covenants and conditions of this agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and permissible assigns or the parties thereto.

CITY OF WARRENTON

By Gilbert Gronson

WARRENTON HOUSING ASSOCIATES

By Robert C. Mendenhall  
Authorized Signature of the  
Partnership



On this 14th day of September 1977 before me appeared Robert C. Mention personally known to me, and being duly sworn did say he was authorized to sign and legally bind the partnership of Warrenton Housing Associates to this Agreement.

*Robert C. Mention*

*Charriet Koepke*

Notary Public for Oregon  
My Commission Expires June 25, 1980