

ORDINANCE 875-A

Introduced by Commissioner Michael G. MURPHY

VACATING A PORTION OF AN UN-NAMED STREET DESCRIBED AS ALL THAT PORTION BEGINNING AT THE SE CORNER OF LOT 6, BLOCK 118; THENCE A DISTANCE OF 281 FEET TO THE NE CORNER OF LOT 1, BLOCK 118; THENCE A DISTANCE OF 50 FEET TO THE NW CORNER OF LOT 12, BLOCK 117; THENCE A DISTANCE OF 281 FEET TO THE SW CORNER OF LOT 7, BLOCK 117; THENCE A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING, ALL WITHIN SECOND EXTENSION OF WARRENTON, CITY OF WARRENTON, CLATSOP COUNTY, OREGON.

WHEREAS, the Warrenton City Commission has deemed it to be in the best interest of the city to vacate those portions of the public right-of-way described above; and

WHEREAS, the Warrenton City Commission, on its own motion, after receiving a request by Arthur F. Charlton, president of Warrenton Deep Sea, Inc., initiated vacation proceedings, as authorized by ORE 271.080, allowing such vacation without petition or consent of property owners; and

WHEREAS, the Warrenton City Commission scheduled a public hearing on this petition for the hour of 7:30 PM, 22 August 1990, in the commission chambers of the Warrenton City Hall; and

WHEREAS, due notice of time and place of said hearing was given as by law required and set out in the affidavit of Gilbert G. Gramson, city manager, who posted the required notice and the affidavit of the COLUMBIA PRESS, which printed the newspaper publications, also filed herein; and

WHEREAS, the Warrenton City Commission has determined that the owners of a majority of the area affected, as computed on the basis provided in ORS 271.080, have not objected to the vacation; that the requisite notices were given by posting and publication; that the public interest would not be prejudiced by vacation of the portion of the street r/w described above; and that matters having been determined in favor of the vacation by the Warrenton City Commission;

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

Section 1: That the public r/w in the City of Warrenton, Clatsop County, State of Oregon, described herein, be, and the same is, hereby vacated and said vacation herein described is hereby made a matter of public record; and it is expressly provided that Arthur F. Charlton shall pay the costs of publication of notices and the necessary changes in public records, as required by law; and it is hereby further provided that the city manager shall file with the clerk, the assessor and the surveyor of Clatsop County, a certified copy of this ordinance. Nothing contained herein shall cause or require the removal of abandonment of any sewer, water main conduit, utility line, pole or any other thing used or intended to be used for any public service.

First reading: 22 August 1990

Second reading: 19 September 1990

PASSED by the City Commission of the City of Warrenton, Oregon, this 19th day of September 19 90.

APPROVED by the Mayor of the City of Warrenton, this 19th day of September 19 90.

ATTEST;

Gilbert Gramson
City Manager/Auditor

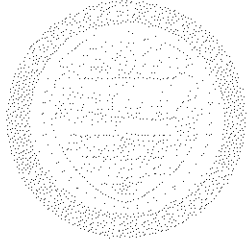
Leslie Newton
Mayor

I hereby certify that the within instrument was received for record and recorded in Clatsop County, State of Oregon, Book of Records as indicated herein.

'90 SEP 28 11:43

906689

L.D.



LD

LORI D. DAVIDSON, County Clerk

Lori D. Davidson

Form 103
wsh

Fees \$ 5/10
20.00 Surveyor fee 35.

AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of September, 1990, between WARRENTON DEEP SEA, INC., an Oregon corporation, hereinafter referred to as "Deep Sea", and CITY OF WARRENTON, a municipal corporation, hereinafter referred to as "City",

W I T N E S S E T H:

WHEREAS, Deep Sea has petitioned for the vacation of a portion of real property ("the property") described as:

All that portion North of the North right-of-way of N.E. Harbor Place between Blocks 118 and 117, SECOND EXTENSION OF WARRENTON, of the following described parcel: Beginning at the SE corner of Lot 6, Block 118, SECOND EXTENSION OF WARRENTON, City of Warrenton, Clatsop County, Oregon; thence a distance of 281 feet to the NE corner of Lot 1, Block 118; thence a distance of 50 feet to the NW corner of Lot 12, Block 117; thence a distance of 281 feet to the SW corner of Lot 7, Block 117; thence a distance of 50 feet to the point of beginning.---

and

WHEREAS, it is undetermined whether or not the property is a dedicated street, and

WHEREAS, Deep Sea is successor in interest under certain conveyances from City, as grantor, in which the property may have been included, and

WHEREAS, the parties desire to clarify their legal relationship to each other and remove any uncertainty as to future ownership of the property,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

1. Deep Sea for itself, its heirs, successors and assigns, its shareholders, directors and officers, hereby releases City from any and all claims, rights or causes of action arising out of or in any way connected with the property, including but not limited to the use, occupation and/or status of the property to be vacated or the vacation proceedings thereby. Deep Sea further releases City from

any and all liabilities, claims, or causes of action it now has or may have under any deeds or conveyances regarding the property, or portions thereof, from City to Deep Sea's predecessors in interest.

2. The parties acknowledge that a suit to quiet title and/or other legal proceedings may be necessary to obtain insurable title to the property. Deep Sea agrees that it will undertake any and all such proceedings at its own cost and expense and will not look to City for any indemnity or contribution for same.

3. This agreement shall be binding upon and inure to the benefit of the heirs, successors and permissible assigns of the parties hereto.

4. In the event suit or action is instituted 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.

IN WITNESS WHEREOF, the parties have set their hands in duplicate the day and year first above written, any corporate signature being by authority of its board of directors.

DEEP SEA:

WARRENTON DEEP SEA, INC., an
Oregon corporation,

By: A. F. Charlton
A. F. Charlton, President

CITY:

CITY OF WARRENTON, a municipal
corporation,

By: Leslie Newton

