

**RESOLUTION NO. 23-24**

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**A RESOLUTION TO ALLOW A PERMANENT RIGHT-OF-WAY PERMIT AT 920 7<sup>th</sup> STREET,  
OREGON CITY, OREGON FOR THE PROPOSED STRUCTURAL OVERHANGS ON 7<sup>th</sup>  
STREET, MONROE STREET AND THE PUBLIC ALLEY**

**WHEREAS**, the new mixed-use building at 920 7<sup>th</sup> Street proposes to construct portions of 2<sup>nd</sup> floor, awnings and roof (overhangs) over the public right-of-way (ROW) along the frontages of 7<sup>th</sup> Street, Monroe Street, and the public alley, as shown in **Exhibit A**; and

**WHEREAS**, the property owner seeks a Public Works Revocable Permanent Obstruction Permit for obstruction within the public ROW; and

**WHEREAS**, the property owner shall coordinate with all existing utilities to meet proper spacing standards; and

**WHEREAS**, Public Works has determined that the proposed structural overhangs do not interfere with pedestrian uses of the ROW; and

**WHEREAS**, the property owner has or will meet the requirements for a permanent obstruction permit; and

**WHEREAS**, the Oregon City Municipal Code 12.04.120 requires that permanent obstructions in public rights-of-way be approved by the City Commission by passage of a resolution; and

**WHEREAS**, following the passage of this resolution, Oregon City Public Works will issue a "Permanent Rights-of-Way Obstruction Permit" which shall include a recorded covenant for maintenance of and release of liability for the overhangs per template **Exhibit B** – Standard Release Covenant.

**NOW, THEREFORE, OREGON CITY RESOLVES:**

**Section 1.** Authorize the City Engineer to issue a Permanent Rights-of-Way Obstruction permit at 920 7<sup>th</sup> Street for the proposed structural overhangs on 7<sup>th</sup> Street, Monroe Street and the public alley.

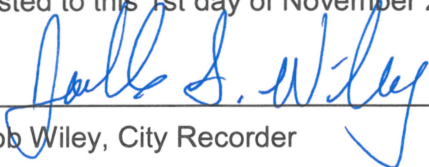
**Section 2.** Approval of Resolution No. 23-24 will take effect immediately upon its adoption.

Approved and adopted at a regular meeting of the City Commission held on the 1st day of November 2023.

  
\_\_\_\_\_

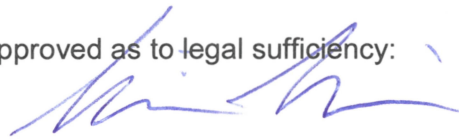
Denyse C. McGriff, Mayor

Attested to this 1st day of November 2023:

  
\_\_\_\_\_

Jakob Wiley, City Recorder

Approved as to legal sufficiency:

  
\_\_\_\_\_

City Attorney

# Exhibit A - Structural Overhangs on Public ROW Pg. 1 of 2

Resolution No. 23-24



MONROE STREET / SOUTH - EAST LEFT ELEVATION

3/16" = 1'-0"

REVISD 4.7.23

1. ALL DOORS TO BE 6'-8" HIGH AT FIRST AND SECOND FLOOR (U.N.O.)  
ALL DOORS TO BE 7'-0" HIGH AT FIRST FLOOR FOR COMMERCIAL (U.N.O.)
2. ALL EXTERIOR WALL SHEATHING TO BE COVERED WITH DRAIN-ABLE WEATHER RESISTIVE BARRIER PER MANUFACTURERS RECOMMENDATIONS, U.O.N. (WEATHER BARRIER MAY NOT BE SHOWN ON SOME DETAILS FOR CLARITY.)
3. ALL DIMENSIONS FROM FACE OF STUD (U.N.O.)
4. LAP SIDING WHERE SHOWN TO HAVE 5" REVEAL AT SECOND FLOOR.
5. CEDAR SHINGLES AT GABLES WHERE INDICATED.
6. THIN BRICK VENEER SET IN CEMENT PLASTER WITH CAP TRIM TO +18" ABOVE FINISH FLOOR.

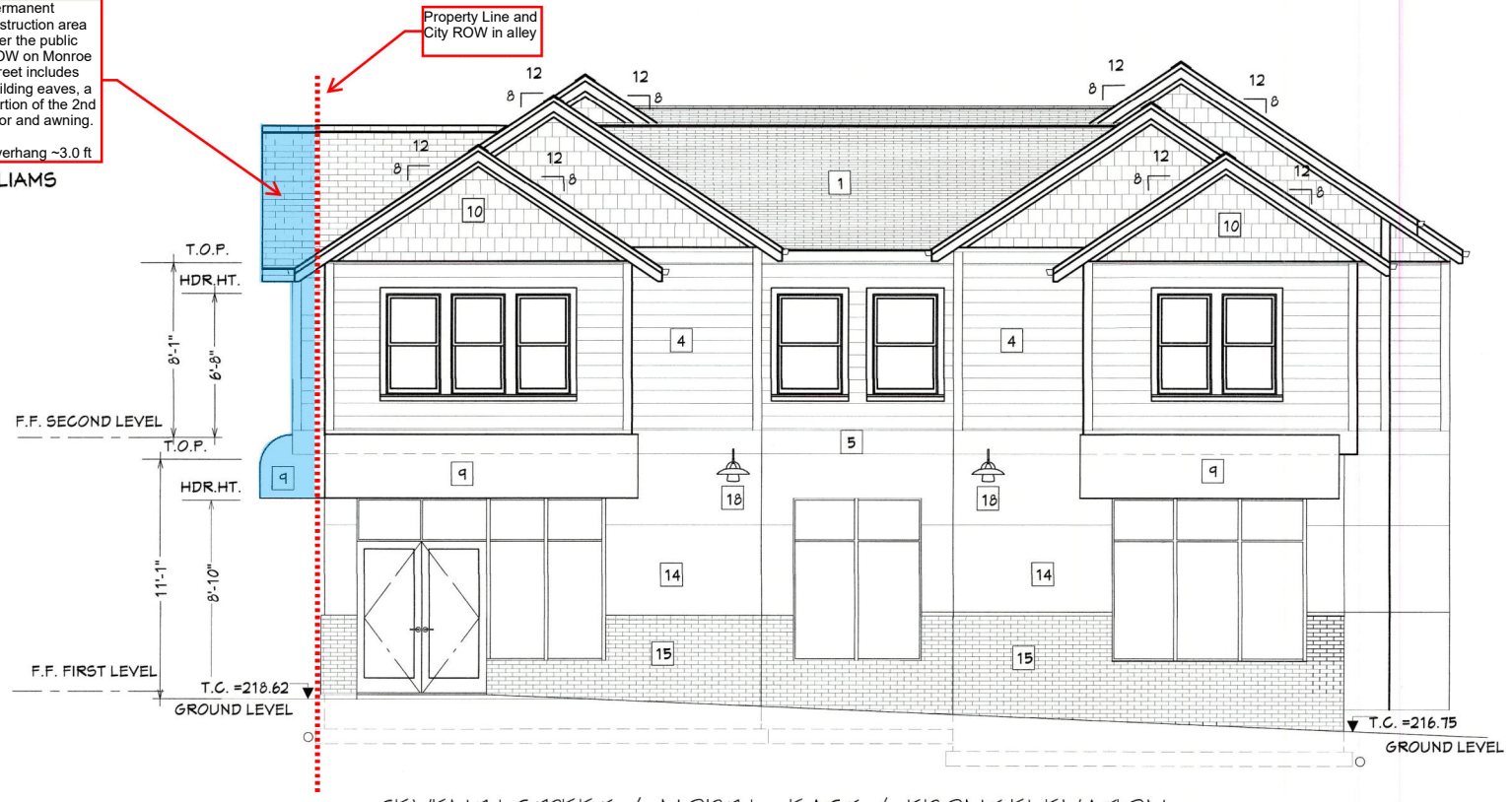
REVISD 7-4-23



NOTES :

- 1 FIBERGLASS LAMINATE COMPOSITE ROOF SHINGLES-CLASS B (BLACK OR ASPHALT)
- 2 FIBERGLASS LAMINATE COMPOSITE ROOF CAP/ LOW PROFILE RIDGE VENT
- 3 FIBER CEMENT BOARD LAP SIDING WITH 5" EXPOSURE; COLOR: RENWICK GOLDEN OAK SW2824 OR ROOK-WOOD BROWN SW2806 SHERWIN-WILLIAMS
- 4 5/4 X 4 FIBER CEMENT TRIM BOARD
- 5 5/4 X 12 FIBER CEMENT BELLY BAND TRIM BOARD; COLOR: POLISHED MAHOGANY SW2838 SHERWIN-WILLIAMS
- 6 PREFABRICATED METAL BOLT ON BALCONY
- 7 PREFABRICATED METAL BOLT ON GUARDRAIL
- 8 ROOF DOWNSPOUT CHASE TO APPROVED DRAINAGE
- 9 FABRIC AWNING BY AWNING MANUFACTURER
- 10 CEDAR SHINGLE GABLE END; COLOR: DOWNING SEND SW2822 SHERWIN WILLIAMS
- 11 2 X TRIM BD. COLOR: DOWNING STRAW SW2813 SHERWIN-WILLIAMS
- 12 CONTINUOUS 'FASCIA' STYLE GUTTER, GALVANIZED, PRE-FINISHED TO MATCH TRIM
- 13 5/4 X TRIM BOARD
- 14 CEMENT PLASTER ON SELF LEVELING LATH; COLOR SW284 OR SW2806 SHERWIN-WILLIAMS
- 15 THIN BRICK VENEER SET AND CAP SET IN CEMENT PLASTER; NATURAL COLOR
- 16 3/4" CHANNEL REVEAL AT CEMENT PLASTER
- 17 CONTROL JOIST CEMENT PLASTER
- 18 RLM LIGHT FIXTURE ( PARKING LIGHTING)

Permanent obstruction area over the public ROW on Monroe Street includes building eaves, a portion of the 2nd floor and awning. Overhang ~3.0 ft



SEVENTH STREET / NORTH - EAST / FRONT ELEVATION

1/4" = 1'-0"

A1.1

OLSON APARTMENTS  
920 SEVENTH ST  
OREGON, OR 97045

DATE: 11-17-22  
LIVING AREA:  
JOB NO: A14-11-82  
DRAWN BY: JGD

THESE PLANS HAVE BEEN PREPARED FOR THE CONSTRUCTION OF ONE BUILDING ONLY AND ARE SUBJECT TO THE OREGON BUILDING CODE AND ANY OTHER APPLICABLE CODES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT.

DELSON ENGINEERING, INC.  
1204 NE 146TH AVENUE  
VANCOUVER, WA 98684  
(360) 944-7094

CONTRACTOR TO VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS AND NOTIFY ENGINEER OF RECORD IF DIFFERENT PRIOR TO START OF CONSTRUCTION ALL WORK PER LATEST ADOPTED APPLICABLE CODES - TYP.

# Exhibit A - Structural Overhangs on Public ROW Pg. 2 of 2

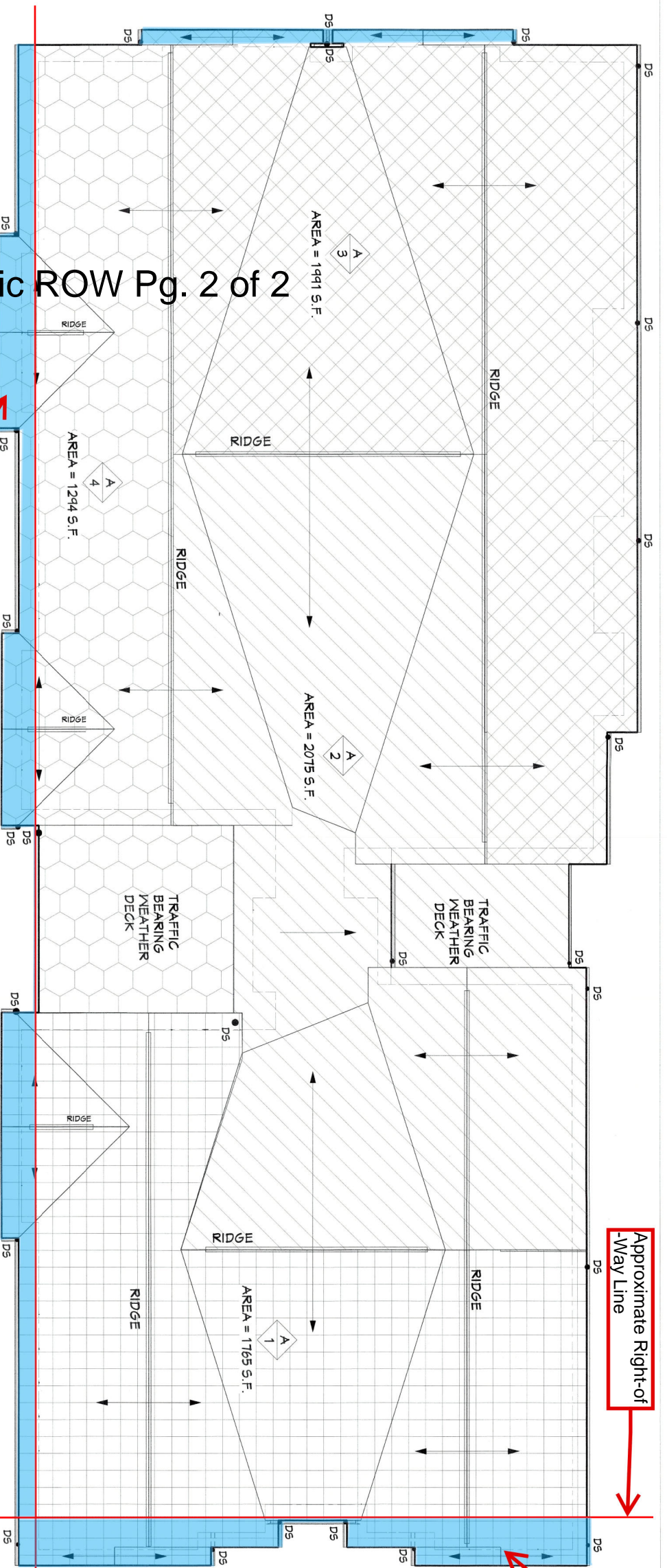
Approximate Permanent  
Obstruction Areas

MONROE STREET

Approximate Right-of-  
Way Line

Approximate Right-of-  
Way Line

Approximate Permanent  
Obstruction Areas



7 TH STREET

- 5. TO
- TO
- RIDGE LOCATION,
- E FOLLOWED
- DRAINAGE
- 2NS
- BEET
- VERIFY

PLAN

TRACTOR TO VERIFY ALL EXISTING DIMENSIONS  
CONDITIONS AND NOTIFY ENGINEER OF RECORD  
PERMIT PRIOR TO START OF CONSTRUCTION  
WORK PER LATEST ADOPTED  
LOCAL CODES - 7/17



**DELSON ENGINEERING, INC.**  
1204 NE 146TH AVENUE  
VANCOUVER, WA 98684  
(360) 944-7094

THESE PLANS HAVE BEEN LICENSED TO THE CUSTOMER FOR USE IN THE CONSTRUCTION OF ONE BUILDING ONLY AND ARE SUBJECT TO THE CONDITIONS OF LICENSE ACCEPTED BY THE CUSTOMER. USE OF ANY PART OF THE PLANS BY ANY PARTY OTHER THAN THE CUSTOMER, EXCEPT ON LOAN BY THE CUSTOMER TO THIRD PARTIES NECESSARY TO ASSIST THE CUSTOMER IN USING THE PLANS, SUCH AS CONTRACTORS AND SUBCONTRACTORS, IS STRICTLY PROHIBITED. THE PLANS MAY NOT BE REPRODUCED, COPIED, IN WHOLE OR IN PART, WITHOUT WRITTEN PERMISSION FROM DELSON ENGINEERING INC. (D.E.I.), WHICH REMAINS COPYRIGHTED TO, AND OWNERSHIP OF PLANS, DESIGNER'S PLANS CAREFULLY FOR USE BY ITS CUSTOMERS. HOWEVER, ADAPTATION OF THE PLANS TO MEET SPECIFIC STATE AND LOCAL BUILDING CODES AND REGULATIONS AND SPECIFIC SITE CONDITIONS, IS THE RESPONSIBILITY OF THE CONTRACTOR. IN ADDITION, DESIGNER WILL NOT BE RESPONSIBLE FOR ANY DAMAGES RELATIVE TO THE ACCURACY AND OVERALL INTEGRITY OF THE PLANS IN EXCESS OF THE LICENSE FEE PAID FOR THEIR USE. THE CONTRACTOR, THEREFORE, MUST CAREFULLY INSPECT ALL DIMENSIONS AND DETAILS IN THE PLANS FOR ERRORS OR OMISSIONS. UNAUTHORIZED USE OR COPYING OF THESE PLANS, OR THE DESIGN THEY DEPICT, INFRINGES RIGHTS UNDER THE COPYRIGHT ACT. INFRINGERS FACE LIABILITIES THAT INCLUDE PENALTIES OF UP TO \$500 PER WORK INFRINGED, AND UP TO \$50,000 PER WORK INFRINGED WILLFULLY. A GENERAL NOTE AND SPECIFICATION SHEET IS ALWAYS AN INTEGRAL PART OF THESE DRAWINGS AND IS GENERALLY THE LAST SHEET OF THE SET.

DATE: 8-23-23  
LIVING AREA:  
JOB NO A19-11-82  
DRAWN BY:  
AEB

OLSON APARTMENTS  
920 SEVENTH STR  
OREGON, OR 97045

**D-1**

AFTER RECORDING RETURN TO:

City of Oregon City, City Recorder  
P.O. Box 3040  
Oregon City, Oregon 97045-0304

City Resolution No.: \_\_\_\_\_ Public Works Permit No.: \_\_\_\_\_

Street Address: \_\_\_\_\_

Tax Map & Lot: \_\_\_\_\_ PROPERTY OWNER: \_\_\_\_\_

**DECLARATION OF COVENANT OF MAINTENANCE, RELEASE AND INDEMNITY**

This COVENANT OF MAINTENANCE, RELEASE AND INDEMNITY (“Covenant”) is made between

\_\_\_\_\_, hereinafter referred to as  
“Permittee”, and the CITY OF OREGON CITY, a municipal corporation of the State of Oregon formed  
pursuant to ORS Chapter 457 (the “City”).

**RECITALS**

A. Permittee is/are the owner(s) of certain real property located in the City of Oregon City, Clackamas  
County, Oregon, legally described on **Exhibit A** attached hereto and commonly known as  
\_\_\_\_\_ (address or tax lot),  
(the “Property”).

B. Permittee has applied for City right-of-way permit (“Permit”) to maintain a permanent obstruction  
that is regulated and governed by Oregon City Municipal Code Chapter 12 *Streets, Sidewalks and Public  
Places*, Section 12.04.120 *Obstructions Permit required*.

C. The City has approved the Permit through adoption of **Resolution No: 23-24 (Exhibits B attached  
hereto)** allowing the following:

\_\_\_\_\_ (“Obstruction”).  
*Description of the obstruction*

within the public right-of-way as shown in the “Site Plan” **Exhibit C** attached to this Covenant. The  
Obstruction is solely for the Property, contingent on Permittee providing this maintenance covenant and  
release to the City for all activities undertaken pursuant to the Permit issued by the City pursuant to Oregon  
City Municipal Code section 12.04.120 *Obstructions Permit required*, which requires Permittee to maintain,  
and release the City from all damages resulting from, the approved permanent obstruction in the right-of-  
way.

D. To protect owners of neighboring properties, the City requires the Permittee to enter this Covenant  
as a condition to the City’s approval of building permits.

**COVENANT**

NOW, THEREFORE, Permittee covenants as follows:

In consideration of the issuance of the City Resolution and Permit, the undersigned (“Permittee”) hereby  
covenants and agrees to the following terms:

1. **Covenant to Maintain, Repair and Remove.** Permittee shall, at their sole expense (no cost to the City), themselves or through qualified independent contractors, at all times maintain the Obstruction in safe condition and good repair, and in compliance with all applicable state and local rules, regulations, and guidelines (including those adopted from time to time by the City) for the general public or remove the Obstruction as directed by the City (the City may at any time for any reason provide a thirty (30) day notice for removal of the Obstruction). Permittee or their representatives, shall obtain proper permits or approvals from the City and shall notify the City in writing 24 hours prior to any construction or repair activities for Obstruction. Furthermore, in the event Permittee fails to comply with this Covenant, Permittee hereby agrees that the City may remove or maintain said Obstruction immediately. Permittee agrees to reimburse City for costs incurred by City when complying with this Covenant as described in Section 3 below.

2. **Failures to Perform Covenant.** Except in the case of emergency, if the City determines that Permittee is not in compliance with the Covenant described in Section 1, the City or its designee shall give the Permittee written notice to perform maintenance or repair or removal work specified in the notice. If such work is not performed to the City's satisfaction within 30 days of notice, Permittee hereby grants to the City, their employees, independent contractors and designees the right to perform any and all work required to bring said Obstruction into compliance with Section 1 and Permittee hereby agrees to reimburse City for performing work as described in Section 3 below. Permittee agrees that the City or its designee may perform any emergency repair work, as determined by City, without prior notice to Permittee and that Permittee will reimburse City for emergency work as described in Section 3 below.

3. **City Under No Obligation.** The City, as well as its departments, employees, independent contractors and/or designees shall have no obligation to exercise its rights under this Covenant, including the right under Sections 1 of this Covenant, to perform the work required of the Permittee or to perform any other maintenance or repair of the Obstruction. In addition, neither the City, nor any of its departments, employees, independent contractors and/or designees shall have any liability to Permittee in connection with the exercise or non-exercise of such rights, the maintenance or repair of the Obstruction, or the failure to perform the same.

4. **Reimbursement.** If City exercises its right to maintain or repair or remove the Obstruction pursuant to Section 1 and/or Section 2, Permittee shall reimburse the City for all costs and expenses incurred in connection therewith within 30 days of receipt of an invoice. If any Permittee fails to pay invoiced amount within such period, such amount shall thereafter accrue interest at a per annum rate equal to prime rate of U.S. Bank (or its successor) plus five percent (5%). Such amount, together with any interest that has accrued, shall be a lien on the Property, which may be foreclosed in accordance with ORS Chapter 88. If Property is owned by more than one person, then each such Permittee shall be jointly and severally liable for payment of the amounts provided for in this Section 4.

5. **Liability Coverage.** Owners agree to maintain appropriate insurance liability coverage, naming the City as additional insured, per current City policy limit minimums. This includes liability for any condition or activity whether known or unknown, anticipated or unanticipated, during the time of this agreement.

6. **Release.** Permittee does hereby release and forever discharge the City of Oregon City, and its City Commissioners, officers, agents, volunteers and employees (collectively “**Indemnitees**”) from all claims, liability, loss and demands of whatever kind or nature, either in law or in equity, arising from or related to Permittee’s activity described above and/ or otherwise authorized by the Permit. Without limiting the generality of the foregoing, Permittee understands and agrees that this Covenant discharges each of the Indemnitees from any liability or claim that Permittee may have against any of them with respect to any bodily injury, personal injury, illness, death, or property damage that may arise from or relate to Permittee’s activity described above and/or otherwise authorized by the City’s Decision. Permittee hereby expressly and specifically assumes the risk of injury or harm or damage to person or property with respect to the activity described above or otherwise authorized by the Permit, whether caused by the negligence of any of the Indemnitees or otherwise.

7. **Indemnity.** Permittee hereby agrees to indemnify, defend (with legal counsel acceptable to the Indemnitees) and hold the Indemnitees harmless from all claims, liability, loss, damage, cost or expense, including but not limited to attorney fees and court costs, that the Indemnitees may sustain or incur arising from or relating to Permittee’s activity described above and/or otherwise authorized by the Permit. The foregoing indemnity shall include but not be limited to any claims, liability, loss, damage, cost or expense due to any bodily injury, personal injury, illness, death, or property damage arising from or related to Permittee’s activity described above and/or otherwise authorized by the Permit. In the event that a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under U.S. Bankruptcy Code, is instituted to interpret or enforce any provision of this Covenant, or with respect to any dispute relating to this Covenant, including, without limitation, any action in which a declaration of rights is sought or an action for rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys’, paralegals’, accountants’, and other experts’ fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial or arbitration, as the case may be, or on any appeal or review, in addition to all other amounts provided by law. This provision shall cover costs and attorneys’ fees related to or with respect to proceedings in Federal Bankruptcy Courts, including those related to issues unique to bankruptcy law.

8. **Run with the Land.** The parties’ rights and obligations contained herein shall run with the land and inure to the benefit of, and shall be binding upon, the City and Permittee and their respective successors and assigns (including, without limitation, subsequent owners of the Property or lots in the Property and any homeowner’s association owning common areas in the Property).

9. **Interpretation.** The undersigned agrees that this Covenant is intended to be as broad and inclusive as is permitted by the laws of Oregon, and that if any portion of this Covenant is held invalid, it is agreed that the remaining portion shall continue in full force and effect.

10. **Enforcement.** In the event the City is required to enforce the provisions of this Covenant by legal action, the City shall be entitled to recover its attorney fees and court costs incurred in any such action and in connection with any appeals thereof.

11. **Authority.** In the event the undersigned is a limited liability company, corporation or other organization, the individual signing below represents and warrants he/she has authority to execute this Covenant on behalf of such organization.

12. **Binding Effect.** The indemnity described in Section 7, shall be binding upon Permittee’s agents, guests, licensees, heirs, personal representatives, executors, successors and assigns.

13. **Jurisdiction.** In the event of any dispute between the undersigned and any or all of the Indemnitees, such dispute shall be governed by Oregon law and the exclusive jurisdiction for such dispute shall be the State courts for the State of Oregon, and the exclusive venue for such dispute shall be Clackamas County, Oregon.

14. **Compliance with Laws.** Permittee shall comply with all laws, ordinances and regulations, and the terms of any permit issued by the City, applicable to Permittee in connection with Permittee's activity described above.

IN WITNESS WHEREOF, the PERMITTEE has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The person(s) whose name(s) is/are subscribed to the instrument acknowledge that he/she/they executed the instrument in his/her/their legally authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

[Signature Page(s) Follow]

**PERMITTEE:** \_\_\_\_\_  
As shown on Page 1 (name of organization or individual property owner(s))

\_\_\_\_\_  
Signature No. 1

\_\_\_\_\_  
Signer's printed name Title (if applicable)

\_\_\_\_\_  
Signature No. 2

\_\_\_\_\_  
Signer's printed name Title (if applicable)

STATE OF OREGON )  
 )  
County of \_\_\_\_\_ )

This record was acknowledged before me on (month & day) \_\_\_\_\_, 20\_\_\_\_

by \_\_\_\_\_, as \_\_\_\_\_  
Signer's printed name Title (write "N/A" if not applicable)

of \_\_\_\_\_  
Name of Corporation on whose behalf record is executed (write "N/A" if not applicable)

Stamp notary seal:

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

My commission expires: \_\_\_\_\_

**Accepted on behalf of the City of Oregon City:**

\_\_\_\_\_  
By: John M. Lewis, Public Works Director

\_\_\_\_\_  
Attest: Jakob Wiley, City Recorder



Exhibit A - Legal description of the subject property provided by a professional land surveyor, stamped with their seal, and having a 1/8th-inch or larger font size (8.5-inch by 11-inch page).

Exhibit B- Signed Resolution having a 1/8th-inch or larger font size (8.5-inch by 11-inch page is preferred).

Exhibit C - Site plan having a 1/8th-inch or larger font size (8.5-inch by 11-inch page).

**NOTE:**

**Please remit the required processing and recording fee with this document submittal.**

**Photostatic copies of reduced tax maps may not meet the above described map requirements – verify with the Clackamas County Recorder.**

**All pertinent documents must be approved and processed by the City of Oregon City prior to the recording of partition & subdivision plats by the Clackamas County Surveyors Office – allow ample time for the City to process this document.**