

Map No.: \_\_\_\_\_  
Tax Lot No.: \_\_\_\_\_  
Planning No.: \_\_\_\_\_

Grantor: \_\_\_\_\_

### TEMPORARY CONSTRUCTION EASEMENT

This TEMPORARY CONSTRUCTION EASEMENT is entered into this 10 day of September, 2013, by and between, property owner Oregon City Center LLC (hereafter referred to as "Grantor") and the City of Oregon City, a Municipal Corporation of the State of Oregon (hereafter referred to as "Grantee").

#### RECITALS

1. Grantor is the owner of certain real property located in the City of Oregon City, Clackamas County, Oregon, legal descriptions on Exhibit "A", and illustrated on Exhibit "B", attached hereto (hereafter referred to as "Easement Area(s)").
2. Grantor desires to grant to Grantee, for good and valuable consideration a temporary, non-exclusive easement over, under, and across the Easement Area(s), together with the right to go upon said Easement Area(s) for the purpose of constructing street, road, and public utility improvements associated with the McLoughlin Boulevard Enhancement Phase 2.
3. This TEMPORARY CONSTRUCTION EASEMENT is intended to allow the City of Oregon City, or its assigns to undertake construction and all other activities that the Grantee deems necessary and appurtenant to the above noted activities in conjunction with the McLoughlin Boulevard Enhancement Phase 2 project.

#### AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each of the parties, it is agreed as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee a non-exclusive temporary easement over, under, and across the Easement Area(s), together with the right to go upon said Easement Area(s) for the purpose of constructing street, road, and public utility improvements associated with the McLoughlin Boulevard Enhancement Phase 2 project.
2. **Term of Easement.** This TEMPORARY CONSTRUCTION EASEMENT shall be temporary and shall become effective on the date the City of Oregon City issues notice to proceed to the contractor for construction of the McLoughlin Boulevard Enhancement Phase 2 improvements project and shall terminate the earlier of: (i) when construction on the property is completed, or (ii) when the City of Oregon City has made final acceptance of the project, or (iii) after three years from the date the City of Oregon City issues notice to proceed to the contractor for construction of the McLoughlin Boulevard Enhancement Phase 2 improvements project.

3. To the extent permitted by the Oregon Tort Claims Act and the Oregon Constitution, Grantee agrees to defend, indemnify, and hold harmless Grantor, its officers, agents, and employees for, from, and against any and all liabilities, damages, costs, expenses, losses, claims, demands, actions, and suits (including attorney fees) arising out of the performance of the construction in the Easement Area by Grantee or its contractors, agents, employees, or invitees. These indemnity obligations will survive the termination or expiration of this Easement.

The true consideration for this conveyance is \$ 1.00, the receipt of which is hereby acknowledged by GRANTOR.

This TEMPORARY CONSTRUCTION EASEMENT has been executed as of the date and year first written above.

**GRANTOR:**

***NOTICE: No stamp or corporate seal is allowed over any typed information.***

Oregon City Center, LLC

George Mobayed  
George Mobayed, Vice President  
Investment Concepts, Inc. - Oregon Manager

(if executed by a corporation  
affix corporate seal below)

Corporation/limited partnership

Oregon City Center, LLC  
Corporation/Partnership Name

George Mobayed, V.P.  
Signer's Name, Title

\_\_\_\_\_  
Signer's Name, Title

\_\_\_\_\_  
Signer's Name, Title

\_\_\_\_\_

**NOTICE TO NOTARIES: No notary stamp or corporate seal is allowed over any typed information.**

Personal Acknowledgment

STATE OF CALIFORNIA

County of ORANGE ) ss.

Personally appeared the above-named, who is the authorized agent of the Grantor, Oregon City Center, LLC, and Oregon limited liability company, and he acknowledged the foregoing instrument to be his voluntary act and deed of Grantor.

Before me:

NOTARY PUBLIC FOR ~~OREGON~~ CALIFORNIA

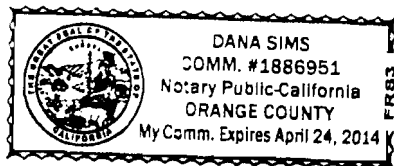
WITNESS my hand and official seal.

Dana Sims

Notary's signature

My Commission Expires: 4-24-2014

Stamp seal below



(Grantor's Name and Address)

**City of Oregon City**

**625 Center Street**

**P.O. Box 3040**

**Oregon City, OR 97045-0304**

(Grantee's Name and Address)

Accepted on behalf of the City of Oregon City on the condition that the easement granted is free and clear from any taxes, liens, and encumbrances.

Mayor

Doug Hedley

City Recorder

Nancy Ude

Corporate Acknowledgment

STATE OF OREGON )

County of \_\_\_\_\_ ) ss.

Personally appeared \_\_\_\_\_

\_\_\_\_\_ and \_\_\_\_\_

\_\_\_\_\_ who being duly sworn, each for himself and not one for the other did say that the former is the \_\_\_\_\_ president and that the latter is the \_\_\_\_\_ secretary of \_\_\_\_\_

\_\_\_\_\_, a corporation, and that the seal affixed to the foregoing instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

NOTARY PUBLIC FOR OREGON

WITNESS my hand and official seal.

Notary's signature

My Commission Expires: \_\_\_\_\_

Stamp seal below

# EXHIBIT 'A'

A PIECE OF LAND LYING IN THE HIRAM STRAIGHT D.L.C. NO. 42, TOWNSHIP 2 SOUTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF THAT PROPERTY DESCRIBED IN THAT DEED TO OTTO E. MEINDL AND OLIVE MEINDL, RECORDED IN BOOK 202, PAGE 401, CLACKAMAS COUNTY DEED RECORDS AND THE EASTERLY LINE OF THE EXISTING PACIFIC HIGHWAY EAST, SAID POINT BEING OPPOSITE AND 60.00 FEET EASTERLY FROM STATION 20+99.60 ON THE CENTERLINE OF SAID HIGHWAY; THENCE NORTHERLY ALONG SAID EASTERLY LINE, 750.40 FEET TO THE SOUTHWEST CORNER OF THAT PROPERTY CONVEYED BY THAT CERTAIN FINAL JUDGEMENT DATED SEPTEMBER 26, 1956 AND FILED IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR THE COUNTY OF CLACKAMAS, WHEREIN THE STATE OF OREGON, BY AND THROUGH ITS STATE HIGHWAY COMMISSION, WAS THE PLAINTIFF AND KOLA H. MCCCELLAN, ET AL, WERE THE DEFENDANTS AND BEARING CASE NO. 48439, BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 02°30'02" EAST ALONG SAID EASTERLY LINE OF PACIFIC HIGHWAY EAST 750.40 FEET; THENCE NORTH 86°14'30" EAST 5.00 FEET; THENCE NORTH 02°30'02' WEST 515.27 FEET; THENCE NORTH 87°29'58" EAST 10.00 FEET; THENCE NORTH 02°30'02' WEST 40.00 FEET; THENCE SOUTH 87°29'58" WEST 10.00 FEET THENCE NORTH 02°30'02' WEST 171.81 FEET; THENCE NORTH 59°02'59" EAST 48.64 FEET; THENCE SOUTH 87°33'07" WEST 47.77 FEET TO THE TRUE POINT OF BEGINNING.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JULY 19, 1994  
FREDERIC C. FORD  
2665

12-31-13  
RENEWAL DATE

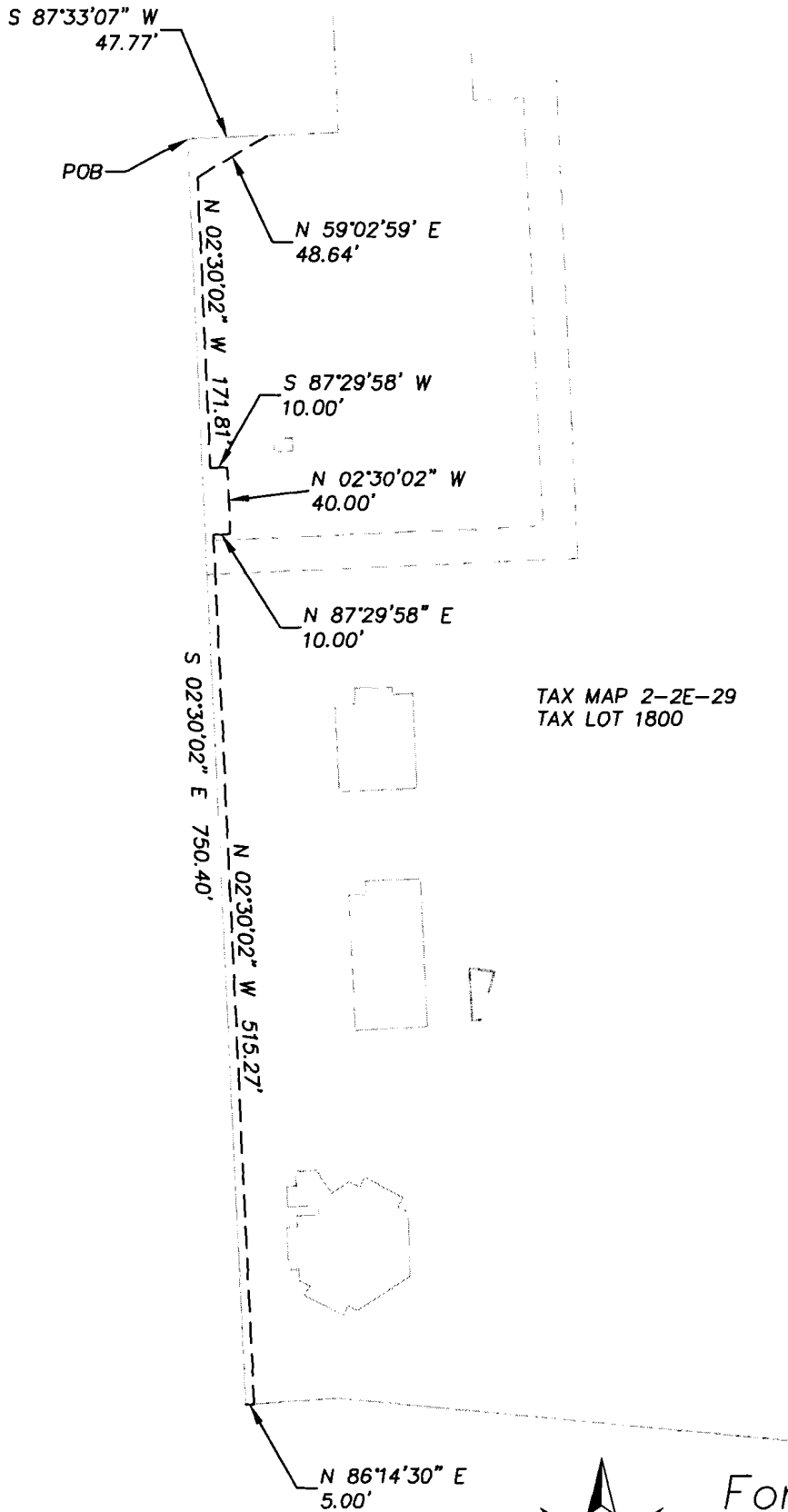


Ford Engineering, Inc.  
Civil Engineering & Land Surveying

12205 Ioka Way NW  
Silverdale, Washington 98383

Phone (503) 624-2050  
Fax (503) 296-2374

# EXHIBIT 'B'



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JULY 19, 1994  
FREDERIC C. FORD  
2665

TAX MAP 2-2E-29  
TAX LOT 1800

12-31-13  
RENEWAL DATE



Ford Engineering, Inc.  
Civil Engineering & Land Surveying

12205 Ioka Way NW  
Silverdale, Washington 98383

Phone (503) 624-2050  
Fax (503) 296-2374