

RETURN TO:
City Recorder
320 Warner Milne Road
Oregon City, OR 97045

TEMPORARY CONSTRUCTION EASEMENT

This TEMPORARY CONSTRUCTION EASEMENT is entered into this 16 day of October, 2005, by and between, property owner **Steven J. Hopkins** (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, illustrated on Exhibit 'A' attached hereto (hereafter referred to as "Easement Area").
2. Grantor desires to grant to Grantee, for good and valuable consideration a temporary, non-exclusive easement over, under, and across the Easement Area, together with the right to go upon said Easement Area for the purpose of reconstructing a **concrete sidewalk and driveway apron at the right-of-way line, pedestrian access and miscellaneous improvements.**
3. This TEMPORARY CONSTRUCTION EASEMENT is intended to allow the City of Oregon City to undertake the reconstruction of a **new sidewalk and driveway apron and all other activities** that the Grantee deems necessary and appurtenant to the above noted activities in conjunction with the Beavercreek Road Improvement 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, together with the right to go upon said Easement Area for the **purpose of reconstructing a sidewalk and driveway apron.**
2. **Term of Easement.** This TEMPORARY CONSTRUCTION EASEMENT shall be temporary and shall terminate when both the City of Oregon City has approved the completion of the project and the Grantor has approved the restoration of the Easement Area.

3. **Grantor's Covenants.** Grantor covenants and warrants that (a) Grantor holds full legal and equitable title to the property; (b) Grantee's rights to the use and enjoyment of the Easement Area shall not be disturbed; (c) no structures of any kind shall be erected by Grantor in the Easement Area; and (d) no trees, retaining walls, or other significant landscaping shall be allowed on the Easement Area while this TEMPORARY CONSTRUCTION EASEMENT is in effect.
4. **Allowed Uses.** Grantee shall have the right to conduct construction and maintenance activities within the Easement Area, so long as such activities do not unreasonably interfere with the use of the adjoining lands by the Grantor.
5. **Restoration.** Upon completion of the identified work by Grantee in the Easement Area, Grantee shall restore the Easement Area to its prior condition, at Grantee's sole cost and expense. Restoration shall be limited to re-grading to previous contours and providing ground cover, grass, or similar vegetation as was removed by the construction process.
6. **Run with the Land.** The terms and provisions of this TEMPORARY CONSTRUCTION EASEMENT shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
7. **Indemnification.** Each party agrees to indemnify and hold the other party harmless from any loss, claim or liability arising in any manner out of such party's use of the Easement Area or the breach of this TEMPORARY CONSTRUCTION EASEMENT. In addition, Grantor agrees to indemnify and hold Grantee harmless from any loss, claim or liability arising from subsurface conditions, hazardous wastes and hazardous substances existing on or under the Easement Area as of the date of this TEMPORARY CONSTRUCTION EASEMENT.
8. **Attorney Fees.** If legal action is commenced in connection with this TEMPORARY CONSTRUCTION EASEMENT, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred in the trial court and in the appeal therefrom. The term "action" shall be deemed to include action commenced in the bankruptcy courts of the United States and any other court of general or limited jurisdiction.

The true consideration for this conveyance is **Five hundred twenty seven and NO/100 DOLLARS (\$527.00)**

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

GRANTOR:

Steven J Hopkins

By: _____

By: _____

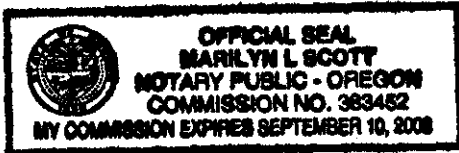
GRANTEE:

City of Oregon City
P.O. Box 3040
320 Warner Milne Road
Oregon City, OR 97045-0304

STATE OF OREGON)

County of Multnomah)

On this 10 day of October, 2005, before me the undersigned, a Notary Public, personally appeared Steven J. Hopkins, and acknowledged the foregoing instrument to be their voluntary act and deed.



Before me

Marilyn L. Scott
Notary Public for Oregon

Marilyn L. Scott

My commission expires: Sept. 10, 2008

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

Alie Harris

City Recorder

Nancy Ide

PROJECT: **BEAVERCREEK ROAD**

LOCATION: **TAX LOT 800, 3 2E 4C**

DOCUMENT: **98-100257**

PROPERTY OWNER:
Steven J. Hopkins
620 N. E. Kelly Avenue
Gresham, Oregon 97030

PREPARED BY:
Compass Engineering
6564 S.E. Lake Road
Milwaukie, Oregon 97222
(503) 653-9093

DEDICATION:

A TRACT OF LAND IN THE SOUTHEAST 1/4 OF SECTION 5 AND THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON (AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO STEVEN J. HOPKINS RECORDED AS DOCUMENT NUMBER 98-100257, CLACKAMAS COUNTY DEED RECORDS), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "W.B. WELLS & ASSOC. INC." AT THE MOST WESTERLY CORNER OF PARCEL 3, PARTITION PLAT NO. 1996-139, CLACKAMAS COUNTY PARTITION PLAT RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 3 NORTH 18°06'09" EAST 36.66 FEET; THENCE LEAVING SAID WESTERLY LINE NORTH 71°53'51" WEST 8.44 FEET; THENCE SOUTH 18°06'09" WEST 13.05 FEET; THENCE SOUTH 54°06'45" WEST 20.80 FEET; THENCE NORTH 79°24'08" WEST 130.40 FEET TO THE WESTERLY LINE OF THE AFOREMENTIONED HOPKINS TRACT; THENCE ALONG SAID WESTERLY LINE SOUTH 18°06'09" WEST 18.66 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF BEAVERCREEK ROAD (MARKET ROAD NO. 11); THENCE ALONG A LINE PARALLEL WITH AND 30.00 FEET FROM

71°53'51" WEST 8.44 FEET; THENCE SOUTH 18°06'09" WEST 1.47 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING SOUTH 18°06'09" WEST 11.58 FEET; THENCE SOUTH 54°06'45" WEST 20.80 FEET; THENCE NORTH 79°24'08" WEST 130.40 FEET TO THE WESTERLY LINE OF THE AFOREMENTIONED HOPKINS TRACT; THENCE ALONG SAID WESTERLY LINE NORTH 18°06'09" EAST 10.09 FEET; THENCE LEAVING SAID WESTERLY LINE SOUTH 79°24'08" EAST 30.26 FEET; THENCE SOUTH 18°06'09" WEST 4.04 FEET; THENCE SOUTH 79°24'08" EAST 91.79' FEET; THENCE NORTH 59°17'19" EAST 31.15 FEET TO THE TRUE POINT OF BEGINNING.

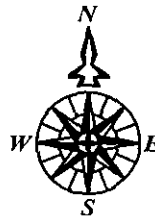
CONTAINS 1097 SQUARE FEET, MORE OR LESS.



TEMPORARY CONSTRUCTION
EASEMENT, 1097 SQUARE FEET



RIGHT-OF-WAY DEDICATION
3131 SQUARE FEET



Scale: 1" = 30'

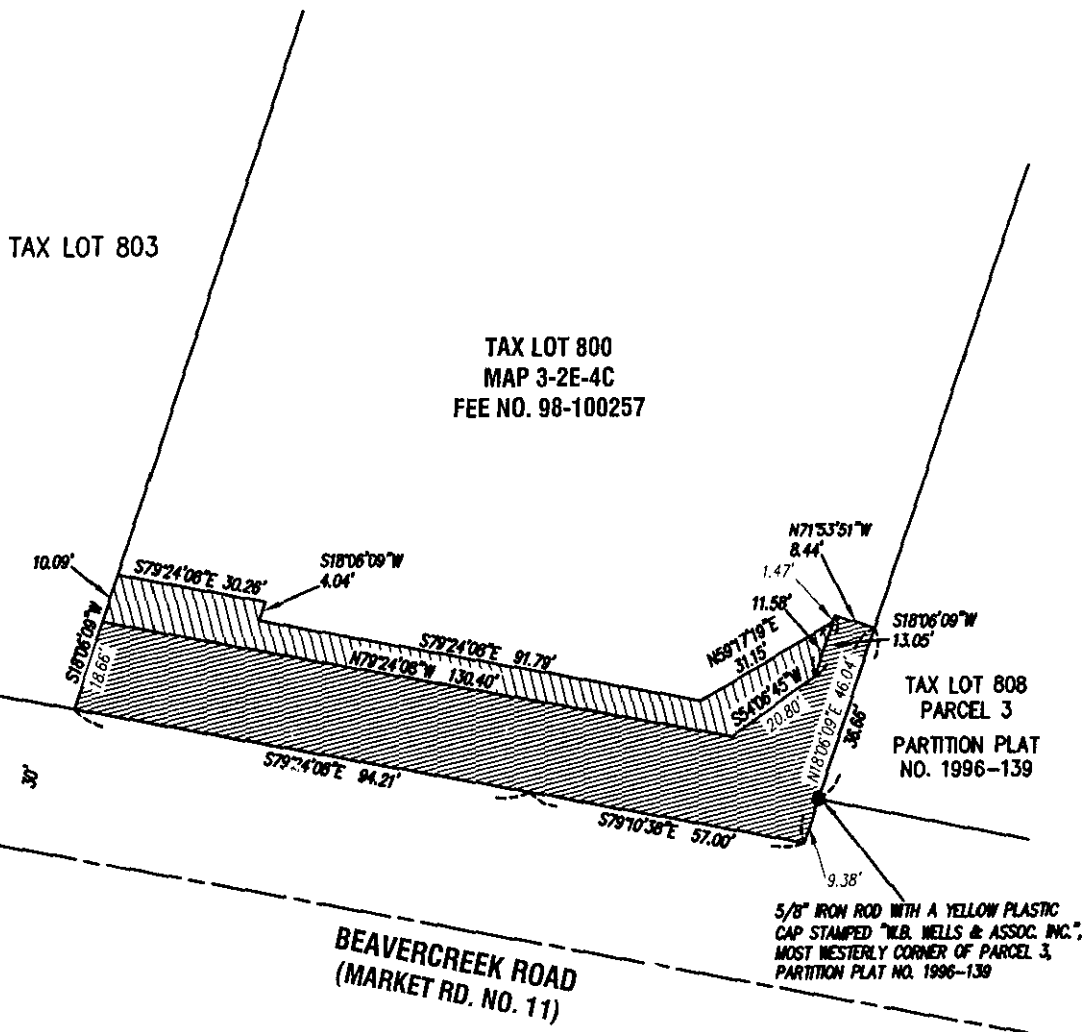


EXHIBIT "B"



COMPASS ENGINEERING

ENGINEERING SURVEYING PLANNING
8584 S.E. LAKE ROAD (503) 853-9083 PHONE
MILWAUKIE, OREGON 97222 WWW.COMPASS-ENGINEERING.COM

STEVEN J. HOPKINS
620 N.E. KELLY AVENUE
GRESHAM, OREGON 97030