

Map No.: **2-2E-31AB**  
Tax Lot No.: **03000**  
Planning No.: N/A

**Grantor**  
**MITTLEMAN PROPERTIES**

### **TEMPORARY CONSTRUCTION EASEMENT**

This TEMPORARY CONSTRUCTION EASEMENT is entered into this 18<sup>th</sup> day of MAY, 2010, by and between, property owner **MITTLEMAN PROPERTIES** (hereafter referred to as "Grantor"), **U.S. BANK NATIONAL ASSOCIATION** (hereafter referred to as "Tenant") 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, and illustrated on Exhibit "A", attached hereto and further described as:

The easterly ten feet of Tax Map 2-2E-31AB and Tax Lot 03000, of Block 8, recorded as Document No. 1986-044180, excluding any existing buildings.

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 **construction of the Main Street Sidewalk Replacement Project**.
3. This TEMPORARY CONSTRUCTION EASEMENT is intended to allow the City of Oregon City, or its assigns to undertake **sidewalk replacement and repair** and all other activities that the Grantee deems necessary and appurtenant to the above noted activities in conjunction with the **Main Street Sidewalk Replacement 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 **construction**.
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 **Main Street Sidewalk Replacement Project** and shall terminate when construction on the property is completed or when the City of Oregon City has made final acceptance of the project, whichever is earlier. In no event

shall this TEMPORARY CONSTRUCTION EASEMENT be in effect past December 31, 2012.

3. **Access.** Grantee shall at all times cooperate with Grantor and Tenant and comply with reasonable requests not inconsistent with the purpose for which this agreement is issued, including continued reasonable access to and from Grantor's property. Specifically, Grantee shall not block access to the Tenant's Automated Teller Machine located on the Grantor's property.
4. **Hold Harmless.** Grantee shall repair any damage to the property caused by Grantee's use of the property in connection with this document. Grantee agrees to hold Grantor and Tenant harmless for all injury to persons or property caused by Grantee's use of the property in connection with this document.
5. **Maintenance.** Grantee shall maintain and operate the Easement Area, and any permitted improvements at its sole cost and expense, in a safe and workman like manner and shall keep and maintain the same in a professional and sightly condition at all times. Grantee agrees that it shall comply with all rules, laws, ordinances and requirements regarding its maintenance and use of the Easement Area and shall obtain any and all required permits and licenses at its sole cost and expense.
6. **Insurance.** Grantee shall require its agents and contractors, if any, to carry workers' compensation insurance as required by applicable law and commercially reasonable comprehensive liability coverage for injury to or death of a person or persons and for damage to property occasioned by or arising out of any use of the Easement Area.

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:**

Mittleman Properties  
621 SW Morrison St, Ste 650  
Portland OR 97205

INDIVIDUALS, GENERAL PARTNERSHIPS

[Signature]  
\_\_\_\_\_  
Signer's Name

\_\_\_\_\_  
Signer's Name

\_\_\_\_\_  
Signer's Name

PERSONAL ACKNOWLEDGMENT

STATE OF OREGON

County of Multnomah

Personally appeared the above named

Miles Newman

and acknowledged the foregoing instrument to be  
his/her/their voluntary act and deed.

Before me Misty Little, a notary public  
for Oregon.

WITNESS my hand and official seal.

Misty Little

Notary's signature

My Commission Expires: 3/11/13



CORPORATION/LIMITED PARTNERSHIP

\_\_\_\_\_  
Corporation/Partnership Name

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

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

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

CORPORATE ACKNOWLEDGMENT

STATE OF OREGON

County of \_\_\_\_\_

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

\_\_\_\_\_ who being duly sworn, did  
prove on the basis of satisfactory evidence that  
he/she/they is/are \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_  
and he/she/they acknowledged  
said instrument to be its voluntary act and deed.

Before me \_\_\_\_\_, a notary public  
for Oregon.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary's signature

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

**TENANT:**

U.S. BANK NATIONAL ASSOCIATION  
2800 EAST LAKE ST  
MINNEAPOLIS MN 55406

U.S. Bank National Association, a national banking association

NEIL DAVIS, CORP. COUNSEL V.P.  
Signer's Name, Title

RANDAL G. ADEN CORPORATE REAL ESTATE V.P.  
Signer's Name, Title

Signer's Name, Title

**U.S. BANK ACKNOWLEDGMENT**

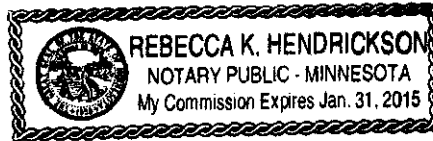
STATE OF Minnesota  
County of Hennepin

Personally appeared Neil S. Davis who being duly sworn, did prove on the basis of satisfactory evidence that he/she/they is/are Corporate Counsel, Vice President of U.S. Bank National Association and he/she/they acknowledged said instrument to be its voluntary act and deed.

Before me Rebecca K. Hendrickson, a notary public for Hennepin County, Minnesota

WITNESS my hand and official seal.

Rebecca K. Hendrickson  
Notary's signature  
My Commission Expires: 1-31-2015

**U.S. BANK ACKNOWLEDGMENT**

STATE OF Oregon  
County of Multnomah

Personally appeared Randal G. Aden who being duly sworn, did prove on the basis of satisfactory evidence that he/she/they is/are Vice President of U.S. Bank National Association and he/she/they acknowledged said instrument to be its voluntary act and deed.

Before me Karen L. Serrienne, a notary public for State of Oregon

WITNESS my hand and official seal.

Karen L. Serrienne  
Notary's signature  
My Commission Expires: 6/18/2012

**GRANTEE:**

City of Oregon City  
625 Center Street  
P.O. Box 3040  
Oregon City, OR 97045

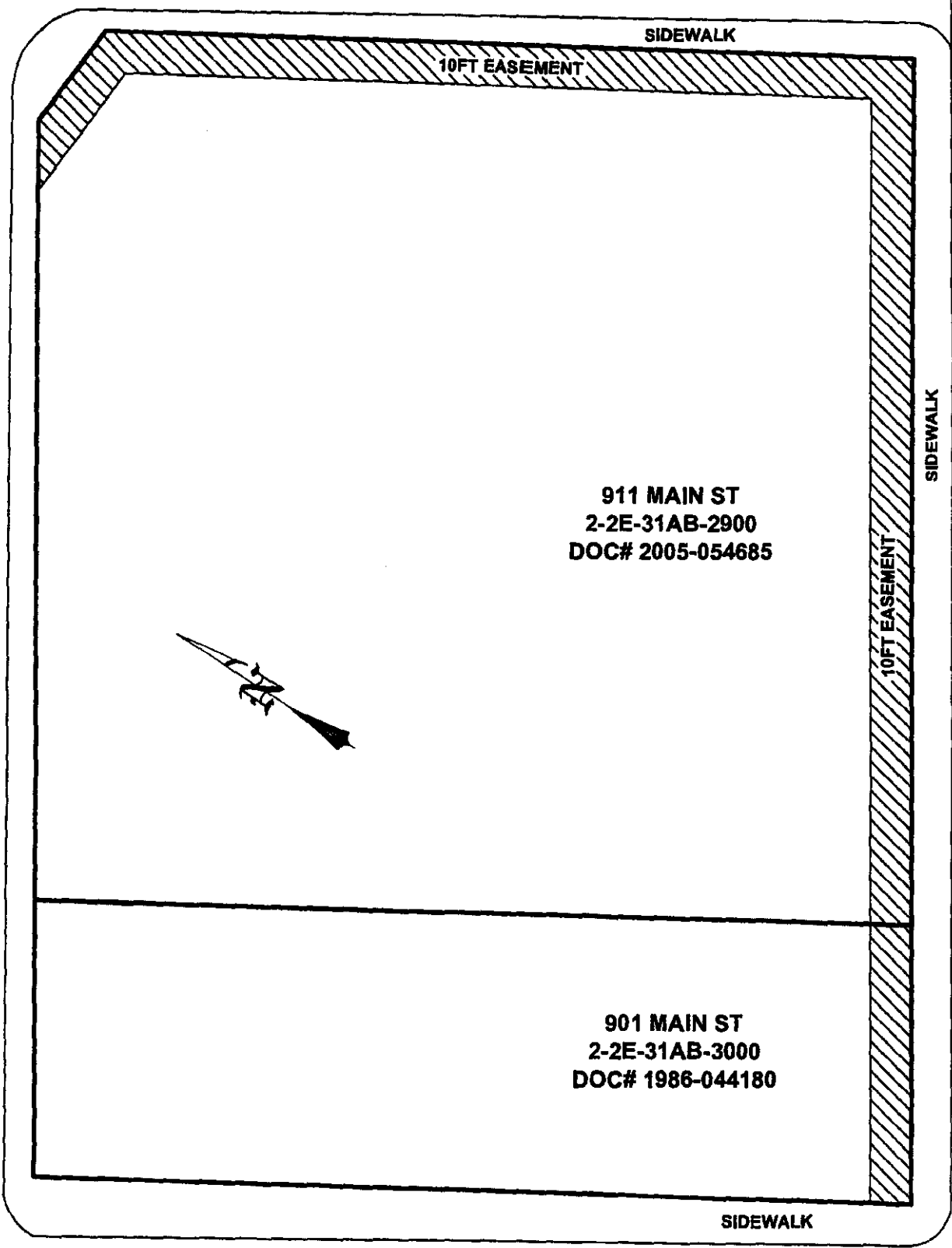
Accepted on behalf of the City of Oregon City on the condition that the easement granted is free and clear from any taxes, liens, and encumbrances.

Alice Norris  
Alice Norris, Mayor

Nancy Ide  
Nancy Ide, City Recorder

10TH ST

EXHIBIT A  
BLOCK 8



SIDEWALK

10FT EASEMENT

MAIN ST

SIDEWALK

9TH ST

HWY 99E