

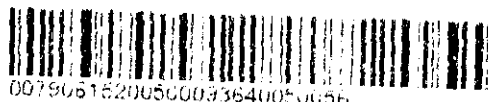
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Clackamas County Official Records  
Sherry Hall, County Clerk

2005-009364

After recording, return to:

City Recorder  
320 Warner Milne Road  
Oregon City, OR 97045



\$46.00

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02/02/2005 10:53:53 AM

D-E      Cnt=1   Sm=3   ELIZABETH  
\$25.00 \$11.00 \$10.00

## TEMPORARY CONSTRUCTION EASEMENT

This TEMPORARY CONSTRUCTION EASEMENT is entered into this 24<sup>th</sup> day of JANUARY, 2005, by and between, property owner Daniel D. Chapin and Debra Chapin (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 relocating existing sign, constructing a concrete sidewalk at the right-of-way line, preparing new landscape bed area, and accessing adjacent right-of-way for new signal pole installation.
3. This TEMPORARY CONSTRUCTION EASEMENT is intended to allow the City of Oregon City to undertake the construction of a new sidewalk and all other activities that the Grantee deems necessary and appurtenant to the above noted activities in conjunction with the Molalla Avenue Boulevard and Bikeway Improvements 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, together with the right to go upon said Easement Area for the purpose of constructing a sidewalk and landscape bed preparation.
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.


FATCO. NO. NES-53501

3. **Grantor's Covenants.** Grantor covenants and warrants that (a) Grantor has full authority to grant this TEMPORARY CONSTRUCTION EASEMENT with respect to all of Sellers' title and interest in and 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. **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.
6. **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 proven to have been existing on or under the Easement Area as of the date Grantee first entered the Easement Area and not contributed to or exacerbated by Grantee's actions thereon.
7. **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 Thirty thousand nine hundred seventy and NO/100 DOLLARS (\$30,970.00).

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

**GRANTOR:**

  
Daniel D. Chapin

  
Debra Chapin

STATE OF OREGON )

County of

Multnomah ) ss.

This instrument was acknowledged before me on this 24th day of JANUARY, 2005,  
by Daniel D. Chapin.



Patty Buslach  
Notary Public of Oregon  
My Commission Expires: 12/4/05

STATE OF OREGON )

County of

Multnomah ) ss.

This instrument was acknowledged before me on this 24th day of January, 2005,  
by Debra Chapin.



Patty Buslach  
Notary Public of Oregon  
My Commission Expires: 12/4/05

**GRANTEE:**

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

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, excepting those of record, all of which are and shall remain the sole responsibility of Grantors.

Mayor

Alvin Morris

City Recorder

Leilani Bronson-Crelly

EXHIBIT A

Temporary Construction Easement Legal Description

(TEMPORARY CONSTRUCTION EASEMENT PARCEL)

A TRACT OF LAND SITUATED IN LOT 1, BLOCK 2, "C.T. TOOZE ADDITION TO OREGON CITY", IN THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 1, BLOCK 2, "C.T. TOOZE ADDITION TO OREGON CITY"; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT 1, BLOCK 2, SOUTH 62°37'50" WEST 53.26 FEET TO THE MOST EASTERLY CORNER OF THE ABOVE DESCRIBED DEDICATION PARCEL; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID DEDICATION PARCEL THE FOLLOWING EIGHT (8) COURSES: SOUTH 48°05'01" WEST 16.32 FEET; THENCE 8.03 FEET ALONG THE ARC OF A NON-TANGENT 26.50 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST THROUGH A CENTRAL ANGLE OF 17°21'48" (LONG CHORD BEARS SOUTH 48°59'41" WEST 8.00); THENCE SOUTH 13°44'21" EAST 5.90 FEET; THENCE 12.15 FEET ALONG THE ARC OF A NON-TANGENT 22.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST THROUGH A CENTRAL ANGLE OF 31°39'12" (LONG CHORD BEARS SOUTH 15°26'17" WEST 12.00 FEET); THENCE SOUTH 44°36'42" WEST 5.90 FEET; THENCE 7.98 FEET ALONG THE ARC OF A NON-TANGENT 26.50 FOOT RADIUS CURVE CONCAVE TO THE EAST THROUGH A CENTRAL ANGLE OF 17°15'15" (LONG CHORD BEARS SOUTH 18°04'27" EAST 7.95 FEET); THENCE SOUTH 26°42'04" EAST 0.89 FEET; THENCE SOUTH 63°18'35" WEST 0.59 FEET MORE OR LESS, TO THE EAST RIGHT OF WAY LINE OF MOLALLA AVENUE; THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 26°41'25" EAST 42.92 FEET TO THE MOST SOUTHERLY CORNER OF LOT 1, BLOCK 2, "C.T. TOOZE ADDITION TO OREGON CITY"; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1, BLOCK 2, NORTH 62°37'50" EAST 5.00 FEET; THENCE NORTH 26°41'25" WEST 44.13 FEET; THENCE NORTH 62°34'07" EAST 43.27 FEET; THENCE NORTH 25°25'23" WEST 5.66 FEET; THENCE NORTH 63°18'43" EAST 16.41 FEET; THENCE NORTH 25°54'18" WEST 19.37 FEET; THENCE NORTH 62°37'50" EAST 28.43 FEET TO THE NORTHEASTERLY LINE OF THE AFOREMENTIONED LOT 1, BLOCK 2; THENCE ALONG SAID NORTHEASTERLY LINE NORTH 26°41'25" WEST 5.00 FEET TO THE POINT OF BEGINNING.



# TEMP. CONSTRUCTION EASEMENT

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3-2E-5BA TL 3800

CHAPIN, DANIEL & DEBRA  
( 901 MOLALLA AVE)

[DOC. 2005-009364]

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