

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

## TEMPORARY CONSTRUCTION EASEMENT

This TEMPORARY CONSTRUCTION EASEMENT is entered into this 21 day of SEPTEMBER, 2005, by and between, property owner **Jiffy Lube International of Maryland, Inc.** (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:

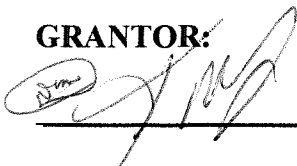
1. **Grant of Easement.** Grantor hereby grants to Grantee a non-exclusive temporary easement over, under, and across the Easement Area, together with the right to go upon said Easement Area for the **purpose of reconstructing a sidewalk and driveway apron.**
2. **Term of Easement.** This TEMPORARY CONSTRUCTION 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 **Two hundred fifty and NO/100 DOLLARS (\$250.00)**

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

**GRANTOR:**

  
\_\_\_\_\_  
By: KEVIN M. LINY  
PRESIDENT

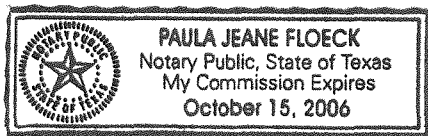
\_\_\_\_\_  
By: \_\_\_\_\_

GRANTEE:

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

STATE OF <sup>TEXAS</sup>~~OREGON~~ )  
County of <sup>HARRIS</sup>~~Washington~~ ) ss )

I certify that I know or have satisfactory evidence that KEVIN M. LYNCH  
is are the person(s) who appeared before me, and said person(s)  
acknowledged that he/she/they signed this instrument, on oath stated that he/she/they is/are  
authorized to execute the instrument and acknowledged it as the PRESIDENT AND CEO of Jiffy  
Lube International of Maryland, Inc., to be the free and voluntary act and deed of such  
party(ies) for the uses and purposes therein mentioned in the instrument.



Before me: Paula Jeane Floeck  
Notary Public for Oregon ~~STATE OF TEXAS~~

My commission expires: OCTOBER 16, 2006

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 Allen Norris  
City Recorder Nancy Wade

## EXHIBIT A

Sheet 1 of 1

PROJECT: BEAVERCREEK ROAD

LOCATION: TAX LOT 214, 3 2E 5D

DOCUMENT: 97-021501

PROPERTY OWNER:

Jiff Lube International of Maryland, Inc.  
P.O. Box 4369  
Houston, Texas 77210

PREPARED BY:

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

**TEMPORARY CONSTRUCTION EASEMENT:**

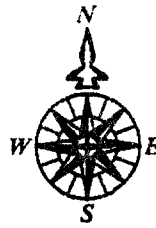
A TRACT OF LAND IN THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON (AND BEING A PORTION OF PARCEL 1, PARTITION PLAT NUMBER 1996-137, CLACKAMAS COUNTY PARTITION PLAT RECORDS), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF PARCEL 1, PARTITION PLAT NO. 1996-137; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1 NORTH 10°35'49" EAST 17.50 FEET; THENCE PARALLEL WITH AND 73.50 FEET FROM THE CENTERLINE OF BEAVERCREEK ROAD (MARKET ROAD NO. 11) SOUTH 79°24'08" EAST 25.28 FEET; THENCE LEAVING SAID PARALLEL LINE SOUTH 10°35'52" WEST 6.42 FEET; THENCE PARALLEL WITH THE CENTERLINE OF BEAVERCREEK ROAD (MARKET ROAD NO. 11) SOUTH 79°24'08" EAST 52.88 FEET; THENCE LEAVING SAID PARALLEL LINE SOUTH 10°35'52" WEST 11.08 FEET TO THE SOUTHERLY LINE OF THE AFOREMENTIONED PARCEL 1; THENCE ALONG SAID SOUTHERLY LINE (BEING FURTHER DESCRIBED AS BEING PARALLEL WITH AND 56.00 FEET FROM THE CENTERLINE OF BEAVERCREEK ROAD) NORTH 79°24'08" WEST 78.16 FEET TO THE POINT OF BEGINNING.

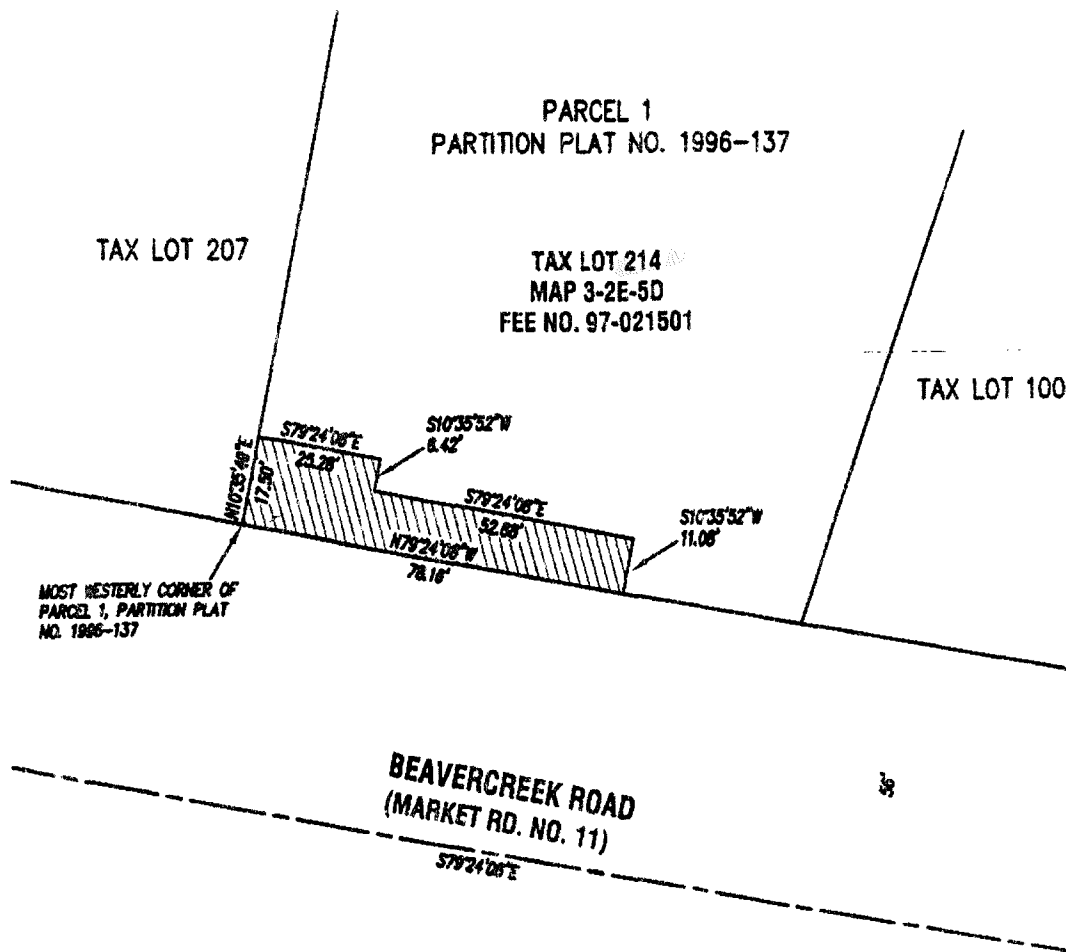
CONTAINS 1028 SQUARE FEET, MORE OR LESS.



TEMPORARY CONSTRUCTION  
EASEMENT, 1028 SQUARE FEET



Scale: 1" = 30'



**EXHIBIT "B"**



**COMPASS ENGINEERING**

ENGINEERING SURVEYING PLANNING  
6584 S.E. LAKE ROAD (503) 653-9093 PHONE  
MILWAUKIE, OREGON 97222 WWW.COMPASS-ENGINEERING.COM

JIFFY LUBE INTERNATIONAL OF MARYLAND, INC.  
P.O. BOX 4369  
HOUSTON, TEXAS 77210



# CITY OF OREGON CITY

## PUBLIC WORKS

OPERATIONS DIVISION  
122 S. Center Street  
Oregon City, OR 97045  
(503) 657-8241  
Fax (503) 650-9590

PUBLIC PROJECTS DIVISION  
CODE ENFORCEMENT / PARKING  
City Engineer/Public Works Director  
P.O. Box 3040  
320 Warner Milne Road  
Oregon City, OR 97045  
(503) 657-0891  
Fax (503) 657-7892

August 31, 2005

Jiffy Lube International, Inc.  
P.O. Box 4427  
Houston, Texas 77210-4427

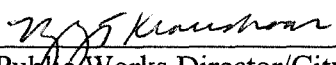
Re: Temporary construction easement of property located at 13863 Beaver Creek Road, Oregon City, Oregon 97045 - Beaver Creek Road Improvements Project.

Dear Mr. Doug Mc Glasson:

The City of Oregon City agrees to include specifications in the project contract documents that obligate the contractor for the Beaver Creek Road Improvements Project to maintain reasonable access to your property at all times. The contract will require the contractor to, "Maintain a minimum 18-foot (or ½ of existing width, whichever is greater) access to each property at all times." The contract will also require the contractor to, "Construct driveways such that the minimum access is maintained at all times. This may be accomplished by pouring curb and driveways one half of the access at a time, or by placing steel plates or constructing ramps over the concrete to protect the new concrete."


Please also note that the contractor will be required to protect Jiffy Lube's sign during construction operations.

City Approval by:

  
Public Works Director/City Engineer  
City of Oregon City, Oregon

8/31/05  
Date

Property Owner Acceptance by:

  
Oregon City Properties, LLP  
Jiffy Lube International, Inc.  
KEVIN M. LYNG  
PRESIDENT

9-21-05  
Date