

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

TEMPORARY CONSTRUCTION EASEMENT

This TEMPORARY CONSTRUCTION EASEMENT is entered into this 18th day of October, 2006, by and between, property owner Oregon City Properties LLP, a Washington limited liability partnership (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 Beaver Creek 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 for other valuable consideration.

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

GRANTOR:



By: M. Bruce Anderson, Partner

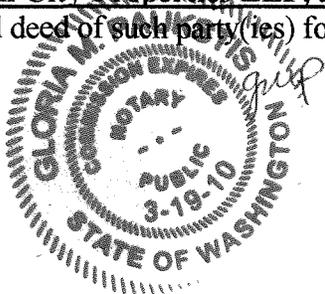
By: _____

GRANTEE:

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

STATE OF ^{Washington} OREGON)
County of ^{King} Washington) ss)

I certify that I know or have satisfactory evidence that M. Bruce Anderson 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 Partner of **Oregon City Properties LLP, a Washington Limited partnership** 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: Gloria M. Paubotis
Notary Public for ~~Oregon~~ WASHINGTON STATE

My commission expires: 3-19-2010

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 Alvin Norris

City Recorder Nancy Ude

PROJECT: BEAVERCREEK ROAD

LOCATION: TAX LOT 702, 3 2E 5D

DOCUMENT: 92-35559

PROPERTY OWNER:
Oregon City Properties, LLP
P.O. Box 3821
Bellevue, Washington 98009

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

DEDICATION:

A 2.54 FOOT WIDE STRIP OF LAND SITUATED IN PARCEL 1, PARTITION PLAT NO. 1992-49, CLACKAMAS COUNTY PARTITION PLAT RECORDS, SAID STRIP BEING FURTHER DESCRIBED AS BEING LOCATED IN THE SOUTHEAST 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 EASTERLY CORNER OF TRACT "A", PARTITION PLAT NO. 1992-49; THENCE ALONG THE SOUTHERLY LINE OF PARCEL 1, PARTITION PLAT NO. 1992-49, 35.29 FEET ALONG THE ARC OF A 379.39 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST THROUGH A CENTRAL ANGLE OF 05°19'49" (LONG CHORD BEARS NORTH 62°49'27" WEST 35.28 FEET); THENCE LEAVING SAID SOUTHERLY LINE NORTH 24°30'42" EAST 2.54 FEET; THENCE PARALLEL WITH AND 2.54 FEET FROM SAID SOUTHERLY LINE 35.06 FEET ALONG THE ARC OF A 381.93 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST THROUGH A CENTRAL ANGLE OF 05°15'33" (LONG CHORD BEARS SOUTH 62°51'35" EAST 35.05 FEET) TO A POINT ON THE EASTERLY LINE OF THE AFOREMENTIONED PARCEL 1; THENCE ALONG SAID EASTERLY LINE SOUTH 19°17'19" WEST 2.58 FEET TO THE POINT OF BEGINNING.

CONTAINS 89 SQUARE FEET, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT:

A TRACT OF LAND SITUATED IN PARCEL 1, PARTITION PLAT NO. 1992-49, CLACKAMAS COUNTY PARTITION PLAT RECORDS, SAID TRACT BEING FURTHER DESCRIBED AS BEING LOCATED IN THE SOUTHEAST 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:

COMMENCING AT THE MOST EASTERLY CORNER OF TRACT "A", PARTITION PLAT NO. 1992-49; THENCE ALONG THE EASTERLY LINE OF THE AFOREMENTIONED PARCEL 1 NORTH 19°17'19" EAST 2.58 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE PARALLEL WITH AND 2.54 FEET FROM THE SOUTHERLY LINE OF SAID PARCEL 1, A DISTANCE OF 35.06 FEET ALONG THE ARC OF A 381.93 FOOT RADIUS CURVE CONCAVE TO THE SOUTH THROUGH A CENTRAL ANGLE OF 05°15'33" (LONG CHORD BEARS NORTH 62°51'35" WEST 35.05 FEET); THENCE SOUTH 24°30'42" WEST 2.54 FEET TO THE SOUTHERLY LINE OF SAID PARCEL 1; THENCE ALONG SAID SOUTHERLY LINE 15.98 FEET ALONG THE ARC OF A 379.39 FOOT RADIUS CURVE CONCAVE TO THE SOUTH THROUGH A CENTRAL ANGLE OF 02°24'45" (LONG CHORD BEARS NORTH 66°41'44" WEST 15.97 FEET); THENCE LEAVING

SAID SOUTHERLY LINE SOUTH $84^{\circ}30'19''$ EAST 20.92 FEET; THENCE 30.88 FEET ALONG THE ARC OF A 385.39 FOOT RADIUS CURVE CONCAVE TO THE SOUTH THROUGH A CENTRAL ANGLE OF $04^{\circ}35'05''$ (LONG CHORD BEARS SOUTH $62^{\circ}37'52''$ EAST 30.87 FEET) TO THE AFOREMENTIONED EASTERLY LINE OF PARCEL 1; THENCE ALONG SAID EASTERLY LINE SOUTH $19^{\circ}17'19''$ WEST 4.03 FEET TO THE TRUE POINT OF BEGINNING.

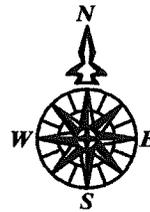
CONTAINS 176 SQUARE FEET, MORE OR LESS.



**TEMPORARY CONSTRUCTION
EASEMENT, 176 SQUARE FEET**



**RIGHT-OF-WAY DEDICATION
89 SQUARE FEET**



Scale: 1" = 20'

TAX LOT 702
MAP 3-2E-5D
FEE NO. 92-35559

PARCEL 1
PARTITION PLAT NO. 1992-49

TAX LOT 602

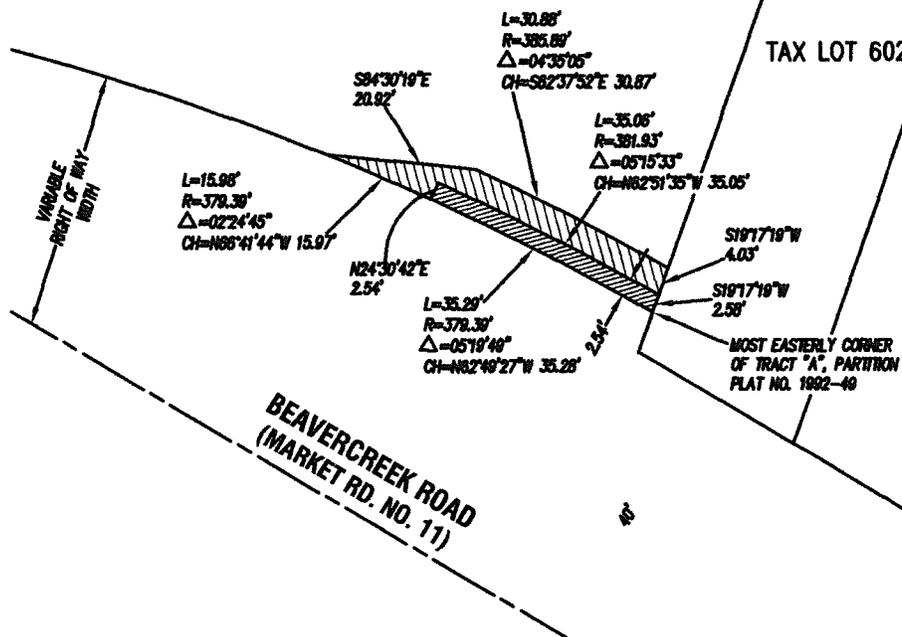


EXHIBIT "B"

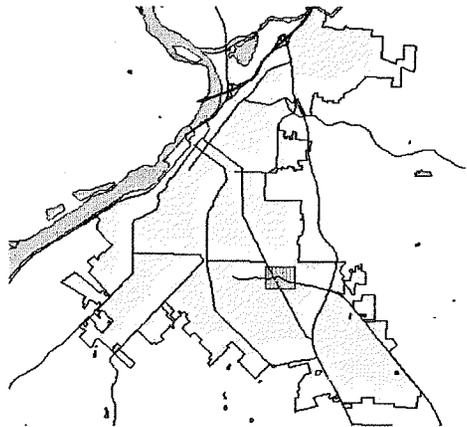


COMPASS ENGINEERING

ENGINEERING SURVEYING PLANNING
6564 S.E. LAKE ROAD (903) 653-9093 PHONE
MILWAUKIE, OREGON 97222 WWW.COMPASS-ENGINEERING.COM

OREGON CITY PROPERTIES, LLP
P.O. BOX 3821
BELLEVUE, WASHINGTON 98009

Oregon City Sherwin Williams Property 1617 Beavercreek Road



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www.orcity.org

This map is not suitable for survey, engineering, legal, or navigation purposes. Errors and omissions may exist.

Map created with OCMAP 2006

10/10/2006

