

**Return to:**

City Recorder  
City of Oregon City  
P.O. Box 3040  
Oregon City, Oregon 97045-0304

Map No.: 3 2E 5C  
Tax Lot No.: 401  
Planning No.: N/A  
Street: Beaver Creek Road

**TEMPORARY CONSTRUCTION EASEMENT**

THIS TEMPORARY CONSTRUCTION EASEMENT is entered into this 18 day of August, 2010, by and between, property owner **Red Soils II, L.L.C.**, an Oregon limited liability company, (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**

WHEREAS, Grantor is the owner of certain real property located in the City of Oregon City, Clackamas County, Oregon, legal descriptions on Exhibit "A", and illustrated on Exhibit "B", (hereafter referred to as "Easement Area"), attached here to and incorporated herein by this reference.

WHEREAS, 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 construction of a new right turn lane from Beaver Creek Road onto Molalla Avenue.

WHEREAS, this TEMPORARY CONSTRUCTION EASEMENT is intended to allow the City of Oregon City, or its assigns, to undertake construction and all other activities that Grantee reasonably deems necessary and appurtenant to the above noted activities in conjunction with the Beaver Creek Road at Molalla Avenue Right Turn Lane project.

## **AGREEMENT**

NOW THEREFORE, the Grantor and Grantee agree as follows:

1.     **Grant of Easement.** Grantor hereby grants to Grantee a non-exclusive temporary construction easement over, under, and across the Easement Area, together with the right to go upon said Easement Area for the purpose of aiding the construction of a new right turn lane from Beaver Creek Road onto Molalla Avenue.

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 Beaver Creek Road Right Turn Lane 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, but in any event, such term of said temporary construction easement shall not exceed one year. Grantor shall provide Grantee written notice of the effective date of this easement, such notice shall be delivered at least three (3) days prior to said effective date.

3.     **Consideration.** The true consideration for this conveyance is One Thousand Seven Hundred Thirty-Nine and No/100 Dollars (\$1,739.00), the receipt of which is hereby acknowledged by Grantor.

4.     **Maintenance, Repair and Restoration of Temporary Construction Easement Area.** Grantee shall be solely liable for the repair and maintenance of the Temporary Construction Easement Area and the balance of the Grantor's Property to the extent necessitated by the activities of Grantee or its contractors or agents. Except for the improvements (including landscaping) Grantor acquires from Grantee in connection with the above-referenced Project: (i) Grantee shall take due care not to cause any unnecessary damage to any landscaping on the Grantor's Property, and shall repair or replace any damage caused by Grantee or its contractors or agents; and (ii) Grantee shall restore the Temporary Construction Easement Area to substantially the same condition as before construction commenced.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK.]

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

NOTICE: No stamp or corporate seal is allowed over any typed information.

GRANTOR:

RED SOILS II, L.L.C.  
an Oregon limited liability company

By: Randall Realty Corp.  
an Oregon corporation,  
Manager

By: Randall E. Norgart  
Randall E. Norgart, President

By: Ronald L. Koos  
Ronald L. Koos, Vice President

GRANTEE:

CITY OF OREGON CITY  
a municipal corporation of the State of Oregon

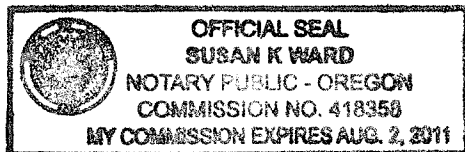
By: Doug Neeley  
Name: Doug Neeley, Commission President  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

NOTICE TO NOTARIES: No notary stamp or corporate seal is allowed over any typed information.

STATE OF OREGON )  
County of Multnomah ss.

This instrument was acknowledged before me this 30<sup>th</sup> day of July, 2010, by **Randall E. Norgart**, as President of Randall Realty Corp, an Oregon corporation, the manager of Red Soils II, L.L.C., an Oregon limited liability company, on behalf of the limited liability company.

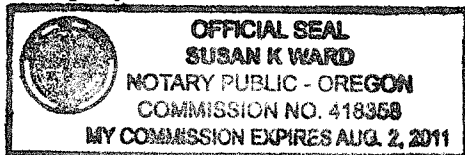


Susan K Ward  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 8-2-11

[NOTARY CERTIFICATES CONTINUED ON FOLLOWING PAGE]

STATE OF OREGON )  
County of Multnomah ) ss.

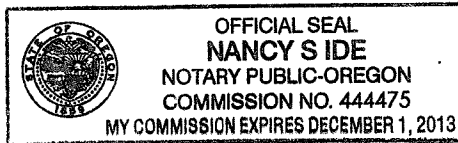
This instrument was acknowledged before me this 30<sup>th</sup> day of July, 2010, by **Ronald L. Koos**, as Vice President of Randall Realty Corp, an Oregon corporation, the manager of Red Soils II, L.L.C., an Oregon limited liability company, on behalf of the limited liability company.



Susan K Ward  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 8-2-11

STATE OF OREGON )  
County of Clackamas ) ss.

This instrument was acknowledged before me this 18<sup>th</sup> day of August, 2010, by Doug Neeley, as Commission President of the City of Oregon City.



Nancy S. Ide  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 12-01-2013

STATE OF OREGON )  
County of \_\_\_\_\_ ) ss.

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, as \_\_\_\_\_ of the City of Oregon City.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_

Red Soils II, L.L.C.  
c/o Randall Realty Corp, Manager  
9500 SW Barbur Boulevard, #300  
Portland, OR 97219  
(Grantor's Name and Address)

City of Oregon City  
625 Center Street  
P.O. Box 3040  
Oregon City, OR 97045-0304  
(Grantee's Name and Address)

**EXHIBIT A**  
**LEGAL DESCRIPTION OF REAL PROPERTY**

**EXHIBIT A**

Sheet 1 of 1

PROJECT: Beavercreek Road

LOCATION: TAX LOT 401 3 2E 5C

PROPERTY OWNER:  
Red Soils II  
9500 SW Barbur Blvd. No. 300  
Portland, Oregon 97219

PREPARED BY:  
Compass Engineering  
4105 SE International Way, Suite 501  
Milwaukie, Oregon 97222  
(503) 653-9093


**TEMPORARY CONSTRUCTION EASEMENT:**

A PORTION OF PARCEL 3, PARTITION PLAT NO. 1999-116, CLACKAMAS COUNTY PLAT RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF PARCEL 4, PARTITION PLAT NO. 1999-116, CLACKAMAS COUNTY PLAT RECORDS; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF BEAVERCREEK ROAD (43.00 FEET FROM CENTERLINE) 44.15 FEET ALONG THE ARC OF A 543.00 FOOT RADIUS CURVE CONCAVE TO THE NORTH THROUGH A CENTRAL ANGLE OF 04°39'30" (LONG CHORD BEARS SOUTH 80°06'15" WEST 44.13 FEET) TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE 4.81 FEET ALONG THE ARC OF A 543.00 FOOT RADIUS CURVE CONCAVE TO THE NORTH THROUGH A CENTRAL ANGLE OF 00°30'28" (LONG CHORD BEARS SOUTH 82°41'14" WEST 4.81 FEET); THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE SOUTH 07°42'47" EAST 4.02 FEET; THENCE SOUTH 88°47'57" EAST 4.76 FEET; THENCE SOUTH 81°31'36" EAST 25.21 FEET; THENCE SOUTH 56°52'01" EAST 8.59 FEET; THENCE NORTH 71°08'11" EAST 15.48 FEET TO THE WESTERLY LINE OF PARCEL 4, PARTITION PLAT NO. 1999-116; THENCE ALONG SAID WESTERLY LINE NORTH 13°40'47" WEST 12.14 FEET; THENCE LEAVING SAID WESTERLY LINE SOUTH 85°15'12" WEST 44.58 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 494 SQUARE FEET, MORE OR LESS.

**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

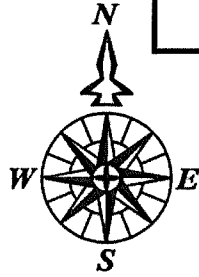
  
**OREGON  
JULY 14, 1978  
DON DEVLAEINCK  
1634**

1 - EXHIBIT A

DATE OF SIGNATURE: 4/22/10

EXPIRES 12/31/2011

# EXHIBIT B MAP OF REAL PROPERTY



Scale: 1" = 30'

BEAVERCREEK ROAD

$\Delta=00^{\circ}30'28''$   
 $R=543.00'$   
 $L=44.15'$   
 $CH=S82^{\circ}41'14''W$   
 $4.81'$

$\Delta=04^{\circ}39'30''$   
 $R=543.00'$   
 $L=44.15'$   
 $CH=S80^{\circ}06'15''W$   
 $44.13'$

MOST WESTERLY CORNER  
 OF PARCEL 4, PARTITION  
 PLAT NO. 1999-116.

$N85^{\circ}15'12''E$   
 $44.58'$

$N13^{\circ}40'47''W$   
 $4.01'$

$N13^{\circ}40'47''W$   
 $12.14'$

$S07^{\circ}42'47''E$   
 $4.02'$

$S88^{\circ}47'57''E$   
 $4.76'$

$S56^{\circ}52'01''E$   
 $8.59'$

$N71^{\circ}08'11''E$   
 $15.48'$

TAX LOT 401  
 MAP 3 2E 5C  
 PARCEL 3,  
 PARTITION PLAT  
 NO. 1999-116

PARCEL 4  
 PARTITION  
 PLAT NO.  
 1999-116

REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR

OREGON  
 JULY 14, 1978  
 DON DEVLAEMINCK  
 1634

DATE OF SIGNATURE: 4/22/10  
 EXPIRES 12/31/2011



TEMPORARY CONSTRUCTION  
 EASEMENT, 494 SQUARE FEET

EXHIBIT 'B'

6678 TL 401 EASE 2010-4-21.DWG



COMPASS ENGINEERING

ENGINEERING SURVEYING PLANNING  
 4105 S.E. INTERNATIONAL WAY, SUITE 501 (503) 653-9093 PHONE  
 MILWAUKIE, OREGON 97222 WWW.COMPASS-ENGINEERING.COM

RED SOILS II

9500 S.W. BARBUR BOULEVARD - #300  
 PORTLAND, OREGON 97219

## LETTER OF AGREEMENT

GRANTOR: Red Soils II, L.L.C., an Oregon limited liability company, and Cottonwood Arms, a  
general partnership

GRANTEE: City of Oregon City

Property Address: 418 Beaver Creek Road, Oregon City, OR 97045

File Number: 0187-002

In addition to the items listed in the Temporary Construction Easement, the City of Oregon City agrees to:

1. Collaborate with Cottonwood Arms to determine how the existing irrigation system operates and where it should be disconnected.
2. Provide Cottonwood Arms with progress plans to review the proposed disconnection point and receive comments from Cottonwood Arms for consideration.
3. Provide backfill for the remainder of the landscaping strip (3.5 feet in width) within the project limits and Temporary Construction Easement between the new retaining wall and the existing sidewalk abutting the business frontage that is appropriate for planting in the future.

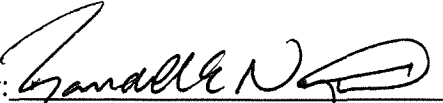
It is understood that the City of Oregon City and Cottonwood Arms shall hold the performance of this agreement as a portion of the transaction evidenced by deed between them. This agreement shall not be effective or binding until Cottonwood Arms receives notice in the form of payment from the City of Oregon City accepting the conveyance of the real property interests.


[SIGNATURES ON FOLLOWING PAGE]

GRANTOR:

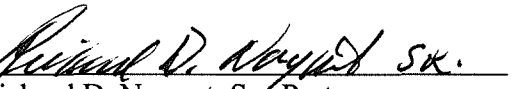
RED SOILS II, L.L.C.  
an Oregon limited liability company

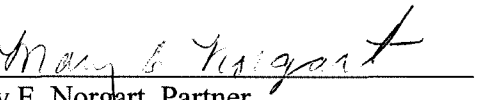
By: Randall Realty Corp.,  
an Oregon corporation, Manager

By:   
Randall E. Norgart, President  
Date: 7/30/10

By:   
Ronald L. Koos, Vice President  
Date: 7/30/10


COTTONWOOD ARMS  
a general partnership

By:   
Richard D. Norgart, Sr., Partner  
Date: 7/30/10 -

By:   
Mary E. Norgart, Partner  
Date: 7/30/10

GRANTEE:

CITY OF OREGON CITY  
a municipal corporation of the State of Oregon

By:   
Name: Doug Neeley, Commission President -  
Its: V  
Date: 8/18/2010

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_