



\$73.00

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01/13/2014 11:56:18 AM

AFTER RECORDING RETURN TO:

D-E

Cnt=1 Str=54 COUNTER2

\$25.00 \$16.00 \$22.00 \$10.00

bp
~~Kelly Bergantine, Asst. City Recorder~~
City Recorder
P.O. Box 3040
Oregon City, Oregon 97045-0304
Nancy Ide, City Recorder

Map No.: 2-2E-29

Tax Lot: 1800 (for 2900)

Planning No.: SP 10-16 (for TP 08-11, Lot 2)

Grantor: Oregon City Center, LLC

Re: South Access (Primary)

**CITY OF OREGON CITY, OREGON
PUBLIC ACCESS EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT**

KNOW ALL BY THESE PRESENTS, THAT Oregon City Center, LLC, hereinafter called the GRANTOR, does hereby grant unto the City of Oregon City, hereinafter called the CITY, its successors in interest and assigns, a permanent, non-exclusive twenty-foot wide emergency access easement solely for purposes of the future development of Lot 2 of "Clackamette Cove" recorded Plat Map No. 4289 Book 141 Page 001, Oregon City, Clackamas County, Oregon, hereinafter called ADJACENT PROPERTY, for pedestrian, bicycle, and vehicle access on the following described land:

See attached Exhibit "A" Legal Description

and attached Exhibit "B" Sketch for Legal Description

TO HAVE AND TO HOLD, the above described easement unto the CITY, its successors in interest and assigns forever.

The GRANTORS bargain, sell, convey, transfer, and deliver unto CITY a temporary thirty-foot wide construction easement upon, across, and under so much of the aforesaid land as described as:

See attached Exhibit "A" Legal Description

and attached Exhibit "B" Sketch for Legal Description

It being understood that said temporary construction easement shall be temporary and become effective on the commencement of any work required to improve the aforesaid access easement for its intended purposes and terminate the earlier of when construction of access improvements is completed or one year after commencement of construction for access improvements.

The CITY and/or the developer of the ADJACENT PROPERTY shall be solely responsible, at their sole cost, for making the necessary improvements to use the access easement for its intended purpose. GRANTOR assumes no responsibility for any planning, construction or costs related to this easement. Upon completion of the construction, the CITY shall ensure

that the surface of the property is restored to its original condition and shall indemnify and hold the GRANTOR, its successors and assigns, harmless against any and all loss, cost, or damage arising out of the exercise of the rights granted herein, and the CITY's construction or use of the easement area.

The access easement and temporary construction easement are intended solely for the ADJACENT PROPERTY, if and when it is developed.

GRANTOR reserves the right to use the easement areas for pedestrian, bicycle and vehicular access, underground utilities, and related uses. GRANTOR shall be allowed to retain and maintain any existing parking stalls in the easement area unless and until the easement is improved for access. Such uses undertaken by the GRANTOR shall not materially interfere with the construction or use of the subject easement areas by the CITY. No building shall be placed upon or within the easement areas during the term thereof. At GRANTOR's option, the easement areas may be relocated or otherwise modified to allow for improvements or development on GRANTOR's property provided that GRANTOR provides comparable easement areas for the intended purpose that are approved by the CITY, in its sole discretion and that comply with all applicable land use decisions. If the easement areas are relocated or modified, the parties shall record an amendment to this Easement that confirms any such modifications and contains a revised legal description(s) and sketch(es) for the modified easement area(s).

The true consideration of this conveyance is \$1.00, the receipt of which is hereby acknowledged by GRANTOR.

And the GRANTOR above named hereby covenants to and with the CITY, and CITY's successors in interest and assigns that GRANTOR is lawfully seized in fee simple of the above granted premises, free from all encumbrances in the easement area(s).

In construing this easement and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 24 day of October, 2013.

Oregon City Center, LLC

By: George Mobayed

George Mobayed, Vice President

Investment Concepts, Inc. – Oregon, Manager

1667 E. Lincoln Ave.

Orange, CA 92865

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

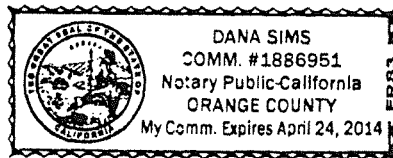
STATE OF ~~OREGON~~ CALIFORNIA)
) ss.
County of ORANGE)

Personally appeared GEORGE MUBAYED who
being duly sworn, each for himself and not one
for the other did say that he is the _____ of
Oregon City Center, LLC, a limited liability
partnership, and acknowledged said instrument
to be its voluntary act and deed.

Before me:

NOTARY PUBLIC FOR ~~OREGON~~ CALIFORNIA

Dana Sims
Notary's signature
My Commission Expires: 4-24-14
Stamp seal below



Oregon City Center, LLC
Address

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

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 Steve Nulley

City Recorder Nancy Wade

EXHIBIT 'A'

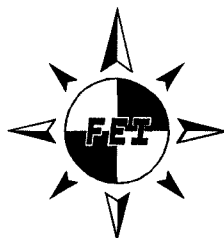
A STRIP OF LAND 20 FEET WIDE LYING IN THE HIRAM STRAIGHT D.L.C. NO. 42, TOWNSHIP 2 SOUTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON WITH A CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF THAT PROPERTY DESCRIBED IN THAT DEED TO OTTO E. MEINDL AND OLIVE MEINDL, RECORDED IN BOOK 202, PAGE 401, CLACKAMAS COUNTY DEED RECORDS AND THE EASTERLY LINE OF THE EXISTING PACIFIC HIGHWAY EAST, SAID POINT BEING OPPOSITE AND 60.00 FEET EASTERLY FROM STATION 20+99.60 ON THE CENTERLINE OF SAID HIGHWAY; THENCE NORTHERLY ALONG SAID EASTERLY LINE, 750.40 FEET TO THE SOUTHWEST CORNER OF THAT PROPERTY CONVEYED BY THAT CERTAIN FINAL JUDGEMENT DATED SEPTEMBER 26, 1956 AND FILED IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR THE COUNTY OF CLACKAMAS, WHEREIN THE STATE OF OREGON, BY AND THROUGH ITS STATE HIGHWAY COMMISSION, WAS THE PLAINTIFF AND KOLA H. MCCELLAN, ET AL, WERE THE DEFENDANTS AND BEARING CASE NO. 48439; THENCE SOUTH $02^{\circ}30'02''$ EAST ALONG SAID EASTERLY LINE OF PACIFIC HIGHWAY EAST 715.66 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH $71^{\circ}18'12''$ EAST 51.99 FEET; THENCE SOUTH $84^{\circ}49'19''$ EAST 584.52 FEET; THENCE NORTH $42^{\circ}57'53''$ EAST 53.45 FEET; THENCE NORTH $87^{\circ}29'58''$ EAST 9.15 FEET TO A POINT THAT BEARS SOUTH $87^{\circ}28'15''$ EAST 677.61 FEET FROM THE TRUE POINT OF BEGINNING.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 19, 1994
FREDERIC C. FORD
2665

12-31-13
RENEWAL DATE



Ford Engineering, Inc.
Civil Engineering & Land Surveying

12205 Ioka Way NW
Silverdale, Washington 98383

Phone (503) 624-2050
Fax (503) 296-2374

EXHIBIT 'B'

PACIFIC HIGHWAY EAST

TAX MAP 2-2E-29
TAX LOT 1800

S 02°30'02" E
715.66'

AN ADDITIONAL 5-FOOT TEMPORARY
CONSTRUCTION EASEMENT SHALL BE IN
EFFECT ON EACH SIDE OF THE ACCESS
EASEMENT EXCEPT WHERE THERE IS CONFLICT
WITH EXISTING BUILDINGS, WALLS OR OTHER
STRUCTURES.

TRUE
P.O.B.

S 71°18'12" E
51.99'

S 84°49'19" E
584.52'

N 87°29'58" E
9.15'
N 42°57'53" E
53.45'

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