

AFTER RECORDING RETURN TO:

City Recorder (~~Nancy Ide~~) *Kelly Borgoyne*
City of Oregon City
P.O. Box 3040
Oregon City, OR 97045-0304

Tax Map No.: 2-2E-31AB
Tax Lot: 8500
515 Main Street

TEMPORARY CONSTRUCTION EASEMENT

This TEMPORARY CONSTRUCTION EASEMENT is entered into this 17th day of June, 2011, by and between, **LAURA J. AUST, PERSONAL REPRESENTATIVE OF THE ESTATE OF GORDON H. LEWIS** (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, and illustrated on Exhibit "A", attached hereto and further described as:

Part of Lot 2, Block 4, OREGON CITY, more particularly described as follows:

Beginning at a point on the westerly side of Main Street, which is the most easterly corner of that certain tract of land conveyed to Arthur G. Beattie, et ux, by deed recorded March 1, 1945 in Book 339, page 741, Deed Records; thence Northeasterly along the westerly line of Main Street 30 feet; more or less, to the south line of the present alley in said Block; thence Northwesterly along the southwesterly line of said alley a distance of 105 feet; thence Southwesterly parallel with Main Street a distance of 30 feet to the northeasterly line, extended of the Beattie tract; thence South easterly along the northeasterly line of said Beattie tract a distance of 105 feet to the point of beginning, in the County of Clackamas and State of Oregon.

2. Grantor desires to grant to Grantee, for good and valuable consideration a temporary, non-exclusive easement over, under, and across the easterly ten (10) feet (Main Street side) of the above described parcel excluding any existing buildings, hereinafter referred to as "Easement Area(s)", together with the right to go upon said Easement Area(s) for the purpose of **construction of the Main Street Sidewalk Replacement Project**.
3. This TEMPORARY CONSTRUCTION EASEMENT is intended to allow the City of Oregon City, or its assigns to undertake **sidewalk replacement and repair** and all other activities that the Grantee deems necessary and appurtenant to the above noted activities in conjunction with the **Main Street Sidewalk Replacement 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(s), together with the right to go upon said Easement Area(s) for the purpose of **construction**.
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 **Main Street Sidewalk Replacement 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 no later than June 30, 2013.

3. **Access.** Grantee shall at all times cooperate with Grantor and comply with reasonable requests not inconsistent with the purpose for which this agreement is issued, including continued reasonable access to and from Grantor's property.
4. **Hold Harmless.** Grantee shall repair any damage to the property caused by Grantee's use of the property in connection with this document. Grantee agrees to hold Grantor harmless and indemnify Grantor for all injury to persons or property caused by Grantee's use of the property, including costs and fees in defending any claims made, in connection with the easement granted by this document.
5. **Effect.** Grantee and Grantor's predecessors-in-interest previously entered into a Temporary Construction Easement dated February 1, 2010. This TEMPORARY CONSTRUCTION EASEMENT shall amend and replace that easement in its entirety.

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

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

[SIGNATURE PAGE FOLLOWS]

GRANTOR:

Laura J. Aust, P.R.
Laura J. Aust, Personal Representative of the
Estate of Gordon H. Lewis

STATE OF OREGON

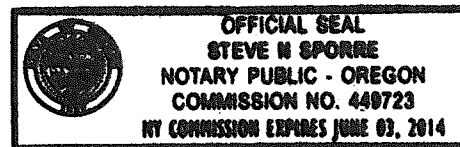
County of WASHINGTON

On June 17, 2011, before me personally appeared the above named **Laura J. Aust** as
Personal Representative of Gordon H. Lewis' Estate and acknowledged the foregoing instrument to
be her voluntary act and deed.

WITNESS my hand and official seal.

[Signature]
Notary's signature

My Commission Expires: June 3, 2014



GRANTOR:

LAURA J. AUST, PERSONAL
REPRESENTATIVE OF THE ESTATE OF
GORDON H LEWIS
P O BOX 391
TUALATIN, OR 97062-1347

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.

[Signature]
Doug Neeley, Mayor

GRANTEE:

City of Oregon City
625 Center Street
P.O. Box 3040
Oregon City, OR 97045

Kelly Burgoyne, Asst. City Recorder for
Nancy Ide, City Recorder

**EXHIBIT A
BLOCK 4**

MAIN ST

6TH ST

HWY 99E

ALLEY

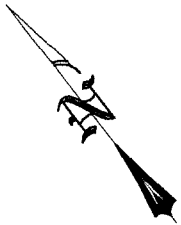
**515 MAIN ST
2-2E-31AB-8500**

**10FT
EASEMENT**

SIDEWALK

5TH ST

5





01505341201100375130050058

\$62.00

07/01/2011 01:02:08 PM

D-E Cnt=1 Stn=2 TINAJAR
\$20.00 \$16.00 \$16.00 \$10.00



**CLACKAMAS
COUNTY
RECORDING
DEPARTMENT
CERTIFICATE
PAGE**

**This page must be included
if document is re-recorded.**

Do Not remove from original document.