

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: 8800

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:

A part of Lots 1 and 8, Block 4, Oregon City, Clackamas County, Oregon, described as follows, to-wit:

Beginning at the Northeast corner of Lot 1, in Block 4, at the corner of Main and Sixth Streets; running thence Southerly on the Westerly line of Main Street 25 feet, 6 inches; thence Westerly at right angles to said Main Street 85 feet; thence Northerly at right angles to the last line and parallel to said Main Street 5 inches; thence Westerly at right angles to said Main Street 21 feet; thence Northerly and parallel to Main Street 25 feet, 1 inch to Sixth Street; thence Easterly along the Southerly line of Sixth Street 106 feet to the place of beginning.

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

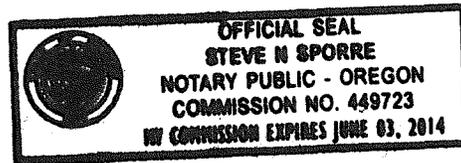
STATE OF OREGON

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.

Doug Neeley
Doug Neeley, Mayor

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

Kelly Bergoym, Asst City Recorder for
Nandy Ide, City Recorder

**EXHIBIT A
BLOCK 4**

6TH ST

2-2E-31AB-8800

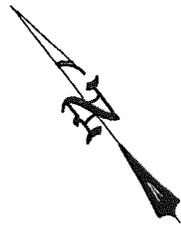
10FT EASEMENT

SIDEWALK

ALLEY

MAIN ST

HWY 99E



5TH ST

5



\$62.00

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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.