

Return to:

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

Grantor: Red Soils II, L.L.C. and Cottonwood Arms
Grantee: City of Oregon City

Map No.: 3 2E 5C
Tax Lot No.: 407
Planning No.: N/A
Street: Beaver Creek Road

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is entered into this 18th day of August, 2010, by and between, **Red Soils II, L.L.C.**, an Oregon limited liability company, as vendor under that certain Land Sale Contract, dated June 18, 2001, for which a Memorandum of Land Sale Contract was recorded in the records of Clackamas County, Oregon on September 13, 2007 as Document No. 2007-079151, and **Cottonwood Arms**, a general partnership, as vendee under said Land Sale Contract, (hereafter collectively 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 from the date of notice to proceed. 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 **Two Thousand Five Hundred Fifty-Two and No/100 Dollars (\$2,552.00)**, 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.

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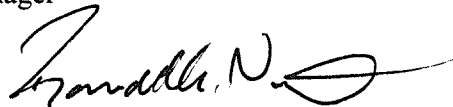
This TEMPORARY CONSTRUCTION EASEMENT has been executed as of the date and year first written above.

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

GRANTOR:

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

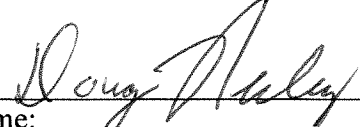
By: Randall Realty Corp.,
an Oregon corporation,
Manager

By: 
Randall E. Norgart, President

By: 
Ronald L. Koos, Vice President

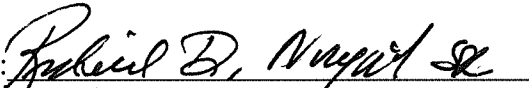
GRANTEE:

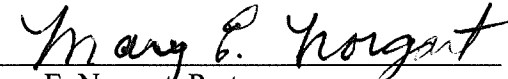
CITY OF OREGON CITY
a municipal corporation of the State of Oregon

By: 
Name: _____
Its: Doug Neeley, Commission President _____

By: _____
Name: _____
Its: _____

COTTONWOOD ARMS
a general partnership

By: 
Richard D. Norgart, Sr., Partner

By: 
Mary E. Norgart, Partner

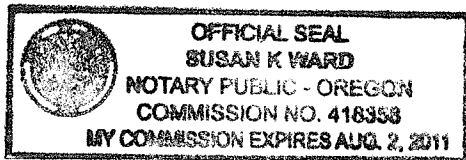
[NOTARY CERTIFICATES ON FOLLOWING PAGE]

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 30th 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.

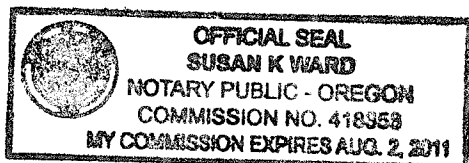


Susan K Ward
NOTARY PUBLIC FOR OREGON
My Commission Expires: 8-2-11

STATE OF OREGON)

County of Multnomah) SS.

This instrument was acknowledged before me this 30th 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.

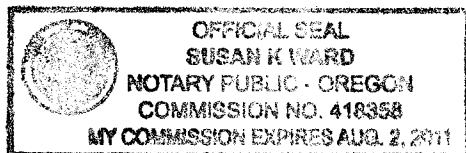


Susan K Ward
NOTARY PUBLIC FOR OREGON
My Commission Expires: 8-2-11

STATE OF OREGON)

County of Multnomah) SS.

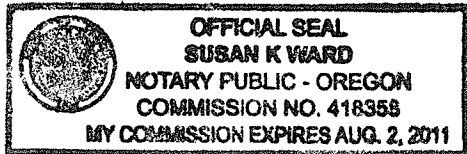
This instrument was acknowledged before me this 30th day of July, 2010, by **Richard D. Norgart, Sr.**, as Partner of Cottonwood Arms, a general partnership.



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

STATE OF OREGON)
County of Multnomah) ss.

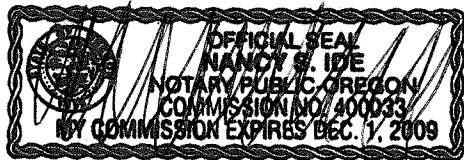
This instrument was acknowledged before me this 30th day of July, 2010, by Mary E. Norgart, as Partner of Cottonwood Arms, a general partnership.



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

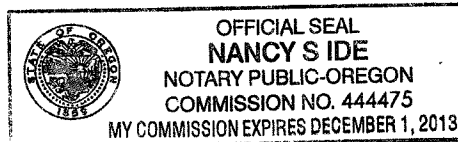
STATE OF OREGON)
County of Clackamas) ss.

This instrument was acknowledged before me this 18th 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 Blvd, #300
Portland, OR 97219
(Grantor's Name and Address)

Cottonwood Arms
c/o Randall Realty Corp.
9500 SW Barbur Blvd #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 407 3 2E 5C**

PROPERTY OWNER:
Cottonwood Arms

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


TEMPORARY CONSTRUCTION EASEMENT:

A PORTION OF PARCEL 4, PARTITION PLAT NO. 1999-116, CLACKAMAS COUNTY PLAT RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY 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) SOUTH 76°18'58" WEST 132.00 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE 13.83 FEET ALONG THE ARC OF A 543.00 FOOT RADIUS CURVE CONCAVE TO THE NORTH THROUGH A CENTRAL ANGLE OF 01°27'34" (LONG CHORD BEARS SOUTH 77°02'43" WEST 13.83 FEET) TO THE MOST WESTERLY CORNER OF SAID PARCEL 4; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 4 SOUTH 13°40'47" EAST 4.01 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY LINE NORTH 85°15'20" EAST 8.16 FEET; THENCE SOUTH 15°49'11" EAST 1.00 FEET; THENCE NORTH 76°18'58" EAST 116.15 FEET TO THE EASTERLY LINE OF SAID PARCEL 4; THENCE ALONG SAID EASTERLY LINE SOUTH 01°17'07" WEST 11.45 FEET; THENCE LEAVING SAID EASTERLY LINE SOUTH 76°18'58" WEST 13.33 FEET; THENCE NORTH 13°41'02" WEST 2.00 FEET; THENCE SOUTH 76°18'58" WEST 96.82 FEET; THENCE SOUTH 72°10'25" WEST 11.16 FEET TO THE WESTERLY LINE OF SAID PARCEL 4; THENCE ALONG SAID WESTERLY LINE NORTH 13°40'47" WEST 12.14 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 1160 SQUARE FEET, MORE OR LESS.

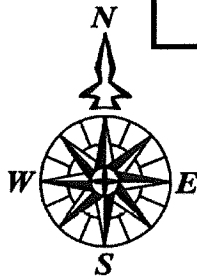
**REGISTERED
PROFESSIONAL
LAND SURVEYOR**


**OREGON
JULY 14, 1978
DON DEVLAE MINCK
1634**

DATE OF SIGNATURE: 4/22/10

EXPIRES 12/31/2011

EXHIBIT B
MAP OF REAL PROPERTY



Scale: 1" = 30'



**TEMPORARY CONSTRUCTION
EASEMENT 1,160 SQUARE FEET**

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

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

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

BEAVERCREEK ROAD

$\Delta = 01^{\circ}27'34''$
 $R = 543.00'$
 $L = 13.83'$
 $CH = S77^{\circ}02'43''W$
 $13.83'$

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

TRUE POINT
OF BEGINNING

TAX LOT 401

**TAX LOT 407
MAP 3 2E 5C
PARCEL 4,
PARTITION PLAT
NO. 1999-116**

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

TAX LOT 301

EXHIBIT 'B'

6678 TL 407 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

COTTONWOOD ARMS