



\$78.00

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\$35.00 \$16.00 \$17.00 \$10.00

AFTER RECORDING RETURN TO:

City Recorder (~~Nancy Ide~~) Kelly Burgoyne
P.O. Box 3040
Oregon City, Oregon 97045-0304Map No.: 3-2E-9DDTax Lot: 1800**FIRST EXTENSION TO TEMPORARY LICENSE****(TEMPORARY LICENSE CONCERNING PATHWAY
FOR INGRESS AND EGRESS)**

THIS TEMPORARY LICENSE CONCERNING PATHWAY FOR INGRESS AND EGRESS (this "License") is made this 20 day of June, 2012, by the CITY OF OREGON CITY, ("Easement Holder"), and JAMES A and QUILA K BUHLER ("Licensee").

RECITALS

A. Licensee is the owner of the real property commonly known as 19925 Sophia Court, Oregon City, OR, and legally described on Exhibit A as Lot 18 of Carrington Place, Plat No. 3880, a duly recorded Clackamas County plat, which property may be referred to as the "Property."

B. The Easement Holder holds ingress and egress rights (the "Easement") over a portion of the Property (the "Easement Property"), all of which are legally described on Exhibit A as a ten-foot Public Pedestrian Access Easement (PPAE).

C. Easement Holder previously granted Licensee a license (the "2007 License") to use a portion of the Easement Property for installation of certain fencing and gating to temporarily terminate the usage of the Easement Property by others and that 2007 License, a copy of which is attached to this Extension as Exhibit B, will expire on July 16, 2012, by its own terms, unless extended.

D. The parties to the 2007 License wish to extend and amend the term of the 2007 License.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

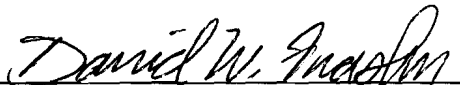
AGREEMENT

1. **Term of License.** This Temporary License concerning pathway for ingress and egress shall be extended for an additional term of five years, or until July 13, 2017, unless the City Manager determines that revocation of the license is in the public interest, in the City Manager's sole discretion. Until this License is amended, revoked or terminated, the Property shall be held, sold, and conveyed subject to the following covenants which are intended to and shall run with the land, and shall be binding on any and all parties holding or acquiring any right, title, or interest in or to the Property or the Easement Property and shall inure to the benefit of each owner or subsequent owners.

2. **Other Terms and Conditions.** All other terms and conditions of the 2007 License shall continue as if fully set out herein.

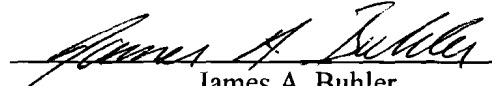
EXECUTED as of the date hereinabove set forth.

EASEMENT HOLDER:


David W. Frasher, City Manager

6-21-12

LICENSEE:


James A. Buhler

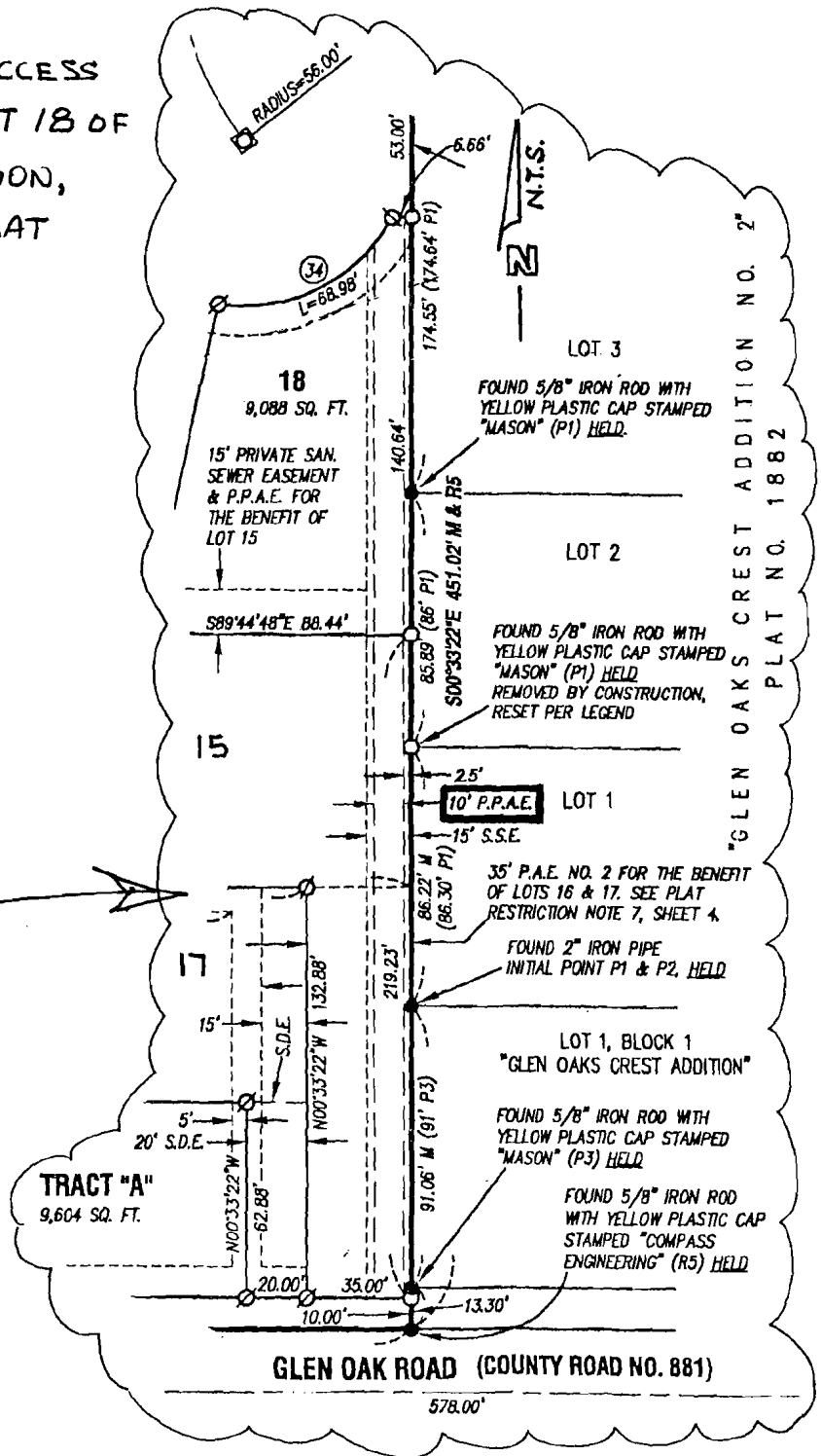

Quila K. Buhler

EXHIBIT "A"

LEGAL DESCRIPTION

10-FOOT PUBLIC PEDESTRIAN ACCESS
EASEMENT (10' P.P.A.E.) ON LOT 18 OF
CARRINGTON PLACE SUBDIVISION,
CLACKAMAS COUNTY PLAT (PLAT
NO. 3880), OREGON CITY,
CLACKAMAS COUNTY, OREGON

EXCERPT OF PAGE/SHEET
3 OF 4 OF PLAT NO. 3880
(OF 10' P.P.A.E.)



Map No.: 3-2E-9DD
Tax Lot: 1800

LICENSE
(TEMPORARY LICENSE CONCERNING PATHWAY
FOR INGRESS AND EGRESS)

THIS TEMPORARY LICENSE CONCERNING PATHWAY FOR INGRESS AND EGRESS (this "License") is made this 16 day of JULY, 2007, by the CITY OF OREGON CITY, ("Easement Holder"), and JAMES A and QUILA K BUHLER ("Licensee").

RECITALS

A. Licensee is the owner of the real property commonly known as 19925 Sophia Court, Oregon City, OR, and legally described on Exhibit A as Lot 18 of Carrington Place, Plat No. 3880, a duly recorded Clackamas County plat, which property may be referred to as the "Property."

B. The Easement Holder holds ingress and egress rights (the "Easement") over a portion of the Property (the "Easement Property"), all of which are legally described on Exhibit A as a ten-foot Public Pedestrian Access Easement (PPAE).

C. Licensee desires to use a portion of the Easement Property for installation of certain fencing and gating to temporarily terminate the usage of the Easement Property by others.

D. The installation of such fencing and gating would interfere with the Easement unless permitted by the Easement Holder.

E. The parties now desire to enter into this License to permit the temporary installation of a fence and gate to assist in controlling ingress and egress while preserving the rights that are held under the Easement and to recognize that Licensee's actions shall, in no way, derogate, diminish, or alter the rights of the Easement Holders in and to the Easement Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

AGREEMENT

1. Term of License. This Temporary License concerning pathway for ingress and egress shall continue for a term of five years, or until July 16, 2012 unless a future City Commission decision decides to revoke the license or extend the term. Until this License is amended, revoked or terminated, the Property shall be held, sold, and conveyed subject to the following covenants which are intended to and shall run with the land, and shall be binding on any and all parties holding or acquiring any right, title, or interest in or to the Property or the Easement Property and shall inure to the benefit of each owner or subsequent owners.

2. Temporary Fencing and Gating. Notwithstanding the terms of the Easement, and without any modification whatsoever to the terms and conditions of the Easement, the parties agree that Licensee may establish on the Easement Property a temporary fence and gate system, which shall be subject to the remaining conditions of this License.

3. Revocation. This License may be revoked at any time by the Easement Holder upon thirty (30) days' written notice to Licensee stating that the Easement Holder requires such termination. In the event of termination, Licensee shall, within thirty (30) days from the receipt of such notice, at Licensee's sole risk and expense, remove all fencing, gating or other materials from the Easement Area. Licensee shall not have and hereby waives any rights to extend the time period for removal of such materials.

4. Miscellaneous Provisions.

a. Entire Agreement. This document is the entire, final, and complete agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces all written and oral agreements and understandings heretofore made or existing by and between the parties or their representatives with respect thereto.

b. Waiver. No waiver of any provision of this License shall be deemed, or shall constitute, a waiver of any other provision of the Easement, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

c. Successors. The rights and obligations of the Lots shall inure to the benefit of and be binding upon their respective successors and assigns.

d. Notices. Any notice or other communication required or permitted under this License shall be in writing and shall be deemed given on the date of transmission when sent by facsimile transmission, on the third business day after the date of mailing when mailed by certified mail, postage prepaid, return receipt requested, from within the United States, or on the date of actual delivery, whichever is the earliest, and shall be sent to the parties at the addresses shown on the first page of this License, or at such other address as either party may hereafter designate by written notice to the other.

e. Amendment. This License may not be amended, modified, or changed, nor shall any provision hereof be deemed waived, except only by an instrument in writing signed by the party against whom enforcement of any such waiver, amendment, modification or change is sought.

f. Severability. If any portion of this License or its application is construed to be invalid, illegal, or unenforceable, then the other portions of the License or its application thereof shall not be affected thereby and shall be given full force and effect without regard to the invalid or unenforceable portions. Although Easement Holder and Licensee acknowledge that the restrictions contained herein are reasonable, if any term or condition of this License is determined to be unenforceable because of its scope, duration, geographical area or similar factor, the court making such determination shall have the power to reduce or limit such scope, duration, area or other factor, and such covenant shall then be enforceable in its reduced or limited form.

g. Attorney Fees. In the event a party fails to perform any of its obligations under this License, such nonperforming party shall reimburse the other party for all costs and expenses, including without limitation, reasonable attorney fees, incurred in the enforcement of such obligations. In addition, in the event of any legal action to enforce or interpret this License, or otherwise related to this License, or in the event a petition in bankruptcy is filed by or on behalf of a party, the prevailing party, in addition to all other amounts that the other party may be required to pay, shall be entitled to recover such additional sum for the prevailing party's reasonable attorney fees and costs, as the applicable court determines to be reasonable in the action, including any proceeding at trial, on appeal, or on petition for review, and in any bankruptcy proceeding.

h. Governing Law. This License, and its formation, operation and performances, shall be governed, construed and enforced in accordance with the laws of the State of Oregon, without regard to its conflict of law principles.

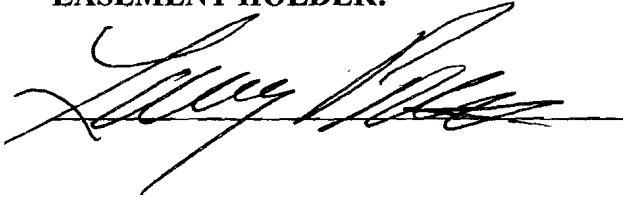
i. No Third-Party Beneficiaries. Nothing in this License, express or implied, is intended to confer on any person, other than the parties to this License or their permitted assignees, any right or remedy of any nature whatsoever.

j. Captions. The caption headings of the sections and subsections of this License are for convenience of reference only and are not intended to be, and should not be construed as, a part of this License.

k. Counterparts. This License may be executed in any number of counterparts, each of which shall be deemed to be an original instrument and all of which together shall constitute a single agreement.

EXECUTED as of the date hereinabove set forth.

EASEMENT HOLDER:



Larry Patterson, City Manager

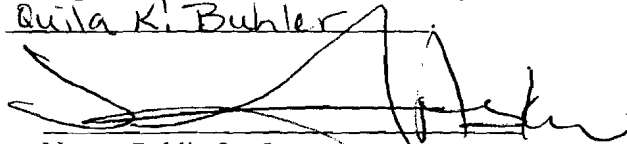
LICENSEE:

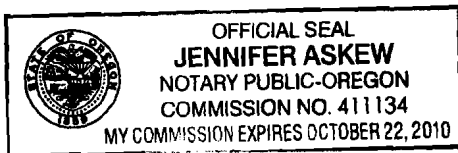
James A Buhler
JAMES A BUHLER

Quila K Buhler
QUILA K BUHLER

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me on July 16th 2007, by James A Buhler and Quila K. Buhler


Notary Public for Oregon
My Commission Expires Oct. 22, 2010



Attest signature of Larry Patterson, City Manager

Nancy Ide
NANCY IDE, City Recorder