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71

Clackamas County Official Records
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2019-015686



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**CLACKAMAS
COUNTY
RECORDING
DEPARTMENT
CERTIFICATE
PAGE**

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TEMPORARY CONSTRUCTION and ACCESS EASEMENT

This TEMPORARY CONSTRUCTION and ACCESS EASEMENT is entered into this 24th day of February, 2019 (the "Effective Date"), by and between, property owner LOJA Trails End, LLC (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, legal descriptions on Exhibit "A", and illustrated on Exhibit "B", attached hereto and incorporated by reference and made part of this document (hereafter referred to as "Easement Area(s)").
2. Grantor desires to grant to Grantee, for good and valuable consideration a temporary, non-exclusive easement over, under, and across the Easement Area(s), together with the right to go upon said Easement Area(s) for the purpose of constructing and operating a temporary accessible pedestrian walkway around the northwest corner of the intersection of State Highway 13 and Myers Road, generally as depicted on Exhibit "C" attached hereto (labeled "Temporary Pedestrian Accessible Route Plan, Drawing 2C-5) and incorporated by reference and made part of this document (hereafter referred to as "Walkway Improvements") as part of the Meyers Road Extension Project.
3. This TEMPORARY CONSTRUCTION and ACCESS EASEMENT is intended to allow the City of Oregon City, or its assigns to undertake construction of the Walkway Improvements, and subsequent removal thereof and restoration of the Easement Area(s), in conjunction with the Meyers Road Extension 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:

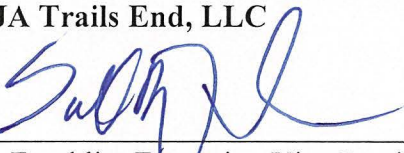
1. **Grant of Easement.** Grantor hereby grants to Grantee a non-exclusive temporary easement over, under, and across the Easement Area(s), together with the right to go upon said Easement Area(s) for the purpose of (a) constructing the Walkway Improvements, (b) operating, maintaining and repairing the Walkway Improvements for the benefit of the public, and (c) removing the Walkway Improvements and restoring the Easement Area(s) to their condition immediately prior to installation of the Walkway Improvements. Grantor makes no representations or warranties whatsoever with respect to the condition of the property, including without limitation its suitability for Grantee's intended purposes, and shall have no duties or obligations to Grantee with respect thereto.
2. **Term of Easement.** This TEMPORARY CONSTRUCTION and ACCESS EASEMENT shall be temporary and shall terminate on the first to occur of (a) completion of all Restoration Actions (as defined in Section 3 below); or (b) two years from the Effective Date stated above. For the avoidance of doubt, this TEMPORARY CONSTRUCTION and ACCESS EASEMENT shall terminate automatically and be of no further force or effect on the second anniversary of the Effective Date.

3. **Hold Harmless Clause.** Grantee shall have the right to conduct temporary construction and maintenance activities within the Easement Area with respect to the Walkway Improvements, so long as such activities do not unreasonably interfere with the use of the adjoining lands by the Grantor or Grantor's Parties. Grantor specifically agrees to take specific steps to ensure that construction activities will not disrupt traffic through the Carl's Junior restaurant drive-through lane adjacent to the Easement Area. Upon completion of the permanent improvements at the northwest corner of State Highway 13 and Myers Road, Grantee shall remove all of the Walkway Improvements and restore the Easement Area(s) to as good or better than its prior condition, including without limitation the installation of new landscaping, irrigation and hardscaping that match and are integrated with the existing lands contiguous to the Easement Area(s) (collectively, the "Restoration Actions"). All activities of Grantee and the Grantee Parties (as defined below), including without limitation the installation of the Walkway Improvements, operation of the Walkway Improvements and use by the public, and conduct of Restoration Actions, shall be performed in a good and workmanlike fashion, using first class materials, and in accordance with all applicable laws, codes and regulations, at Grantee's sole cost and expense. Grantee shall indemnify Grantor, and Grantor's agents, employees, and tenants and invitees of the Easement Area(s) (collectively, the "Grantor's Parties"), and hold them harmless from any and all claims, actions, damages, liability and expense in connection with damage to person or property arising from any occurrence in or at the Easement Area related to the use, operation, improvement, repair or restoration by Grantee, its agents, employees, invitees, or licensees (collectively, the "Grantee's Parties"), of the Easement Area(s); or occasioned wholly or in part by any act or omission for which Grantee, its agents, contractors, employees, servants, lessees, concessionaires or invitees are legally liable.
4. **Notice.** Grantee shall give Grantor's representative (Colliers International) written notice at least ten (10) days before Grantee first enters onto the Easement Area(s) to commence construction of the Walkway Improvements, and shall use reasonable efforts to keep Grantor's representative apprised of the progress and timetable for completion of the Meyers Road Extension project.

The true consideration for this conveyance is **Five Thousand and No/100 Dollars (\$5,000.00)**, the receipt of which is hereby acknowledged by GRANTOR.

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

LOJA Trails End, LLC

By: 

Scott Franklin, Executive Vice President

Notary and City [Grantee] Signatures on next page.

STATE OF _____)
) ss
County of _____)

On this ____ day of _____, 2019, before me the undersigned, a Notary Public,
personally appeared _____ and acknowledged the foregoing
instrument to be their voluntary act and deed.

See Attached

Before me: _____
Notary Public for _____

My commission expires: _____

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

[Signature]

City Manager

[Signature] for Kattie Riggs

City Recorder

[Signature]

City Public Works Director

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa

On February 27, 2019 before me, C.J. WILSON, Notary Public, personally appeared Scott Franklin who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature 

(Seal)

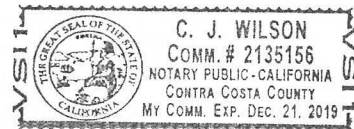




EXHIBIT "A"

Meyers Road Extension
City of Oregon City
November 14, 2017

Tax Map 3S2E8D
Tax Lot 00600

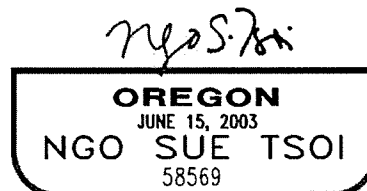
PARCEL 1 (TEMPORARY CONSTRUCTION EASEMENT)

A parcel of land situated in the southwest one-quarter of Section 9 and the Robert Caufield DLC No. 53 in Township 3 South, Range 2 East of the Willamette Meridian, Clackamas County, Oregon and being a portion of that property described as Parcel V and conveyed to Trails End Oregon Investors, LLC in that Statutory Warranty Deed, recorded July 26, 2006 as Document No. 2006-068299, Clackamas County Deed Records; said parcel being that portion of said property described as follows:

Beginning at the southeast corner of said property and leaving the westerly right-of-way of Cascade Highway South $22^{\circ} 48' 32''$ West, a distance of 35.54 feet to the northerly right-of-way of Meyers Road; thence along said northerly right-of-way South $74^{\circ} 05' 53''$ West, a distance of 31.00 feet; thence leaving said northerly right-of-way North $17^{\circ} 34' 02''$ East, a distance of 79.93 feet to said westerly right-of-way; thence along said westerly right-of-way South $29^{\circ} 07' 28''$ East, a distance of 40.00 feet to the point of beginning.

The parcel of land to which this description applies contains 1,592 square feet, more or less.

The bearings of this description are Oregon Coordinate Reference System, Portland zone.



RENEWS: 6/30/18

EXHIBIT "B"



DOC. 2006-068299
TL 3S2E8D00600

VARIABLE
RIGHT-OF-WAY
WIDTH

CASCADE HIGHWAY
(OR 213)

POINT OF BEGINNING
PARCEL 1

N 17°34'02" E 79.93'

S 29°07'28" E 40.00'

S 22°48'32" W 35.54'

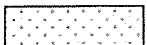
S 74°05'53" W 31.00'

37.00'

MEYERS ROAD

30.00'

LEGEND:



- ① TEMPORARY CONSTRUCTION EASEMENT
1,592 SQ. FT. ± (0.037 AC. ±)

MEYERS ROAD EXTENSION
OREGON CITY

FILE NO: Trails End	SUBMITTAL DATE: 11/14/17	REV'D:
TAX LOT: 00600	ADDRESS: 19761 OR-213	
TAX MAP: 3S2E8D		



**DAVID EVANS
AND ASSOCIATES INC.**
2100 Southwest River Parkway
Portland Oregon 97201
Phone: 503.223.6663