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\$35.00 \$5.00 \$16.00 \$62.00 \$10.00

1R  
AFTER RECORDING RETURN TO:

Aaron Parker  
City Recorder

City of Oregon

P.O. Box 3040

Oregon City, Oregon 97045-0304

Map No.: 32E 09C

Tax Lot: 800

Planning No.: CP 07-01, CP 18-01 & DP 18-01

Grantor: Clackamas Community College

**CITY OF OREGON CITY  
PUBLIC ACCESS EASEMENT AND MAINTENANCE COVENANT**

**KNOW ALL BY THESE PRESENTS, THAT** Clackamas Community College  
hereinafter called the GRANTOR, do(es) hereby grant unto the City of Oregon City, hereinafter  
called the CITY, its successors in interest and assigns, a permanent public access easement and  
right-of-way, including the permanent right to construct, reconstruct, operate, and maintain a  
public access easement and maintenance covenant on the following described land:

See attached Exhibit "A" Legal Description and attached  
Exhibit "B" Sketch for Legal Description

**TO HAVE AND TO HOLD**, the above described easement unto the CITY, its successors  
in interest and assigns forever.

**RECITALS**

A. Clackamas Community College is the owner and developer of certain real property  
located in the City of Oregon City, Clackamas County, Oregon, legally described on Exhibit  
A attached hereto and commonly known as 19600 Molalla Avenue, Oregon City, OR 97045  
(the "Development").

B. Owner has developed or will develop at the site a Shared Use Path.

C. The City has developed plans for the shared use path, in conjunction with the Meyers  
Road Extension project on the Grantor property in coordination with Grantor.

D. To protect future lot owners in the Development, as well as owners of neighboring  
property, the City requires Grantor to enter into this Agreement as a condition to the City's  
approval of building permits for the Development.

E. The Shared Use Path is designed and built in accordance with the City's adopted Trails  
Master Plan using the guidelines for regional trails.

F. The Shared Use Path meets the standards for accessibility according to the USDA Forest  
Service guidelines for outdoor recreational trails, as updated or revised.

## AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owner agree as follows:

1. **Covenant to Maintain and Repair.** Owner shall, at its sole expense, itself or through qualified independent contractors, at all times maintain the Shared Use Path in good working order, condition and repair, clear of all debris, and in compliance with all applicable state and local rules, regulations, guidelines, and land use approvals.
2. **Easement.** Owner hereby grants an easement for permanent public access and use of the trail, to allow the general public to utilize the trail for recreation and/or transportation purposes. No building, structure or utility shall be placed upon, under, or within the Shared Use Path without written permission from the City.
3. **Signage.** The City shall have the right to install trail system signage on the subject property at any time in the future. The City shall notify Owner of intent to install signage at least 30 days prior to beginning work, and agrees to work with Owner in good faith on installation details of such signage. Maintenance responsibility for signs shall be with the City.
4. **Failure to Perform Covenant.** If the City, in its sole discretion, determines that Owner is not in compliance with the covenant described in Sections 1 and 2, except in the case of an emergency, the City or its designee shall give the Owner written notice to perform the maintenance and/or repair work specified in the notice. If such work is not performed to the City's satisfaction within 180 days after the date of such notice, or such other time as the City may, in its sole discretion, determine, the City, its employees, independent contractors and designees may exercise their right under the Easement described in Section 2 of this Agreement to enter the Development to perform any and all work required bringing the Shared Use Path into compliance with this Agreement.
5. **City Under No Obligation.** Owner, for itself and its successors and assigns (including all owners of lots in the Development), agrees that the City, as well as its departments, employees, independent contractors and/or designees shall have no obligation to exercise its rights under this Agreement, including the rights under Section 4 of this Agreement to perform the work required of the Owner, or to perform any other maintenance or repair of the shared use path. Owner also agrees that none of the City, as well as its departments, employees, independent contractors and/or designees shall have any liability to Owner or any of Owner's successors or assigns (including owners of lots in the Development) in connection with the exercise or nonexercise of such rights, the maintenance or repair of the shared use path, or the failure to perform the same.
6. **Owner Obligations.** In addition to the covenants and easement described above, Owner agrees to the following additional obligations:
  - a. Upon sale or transfer of the Development, or any portion thereof, including any lots in a subdivision, the Owner shall inform the purchaser of the obligations required under this Agreement.

7. **Reimbursement.** If the City exercises its rights under Section 4 and enters the Development pursuant to the Easement described in Section 2 of this Agreement, Owner shall reimburse the City for all of its costs and expenses incurred in connection therewith within thirty (30) days after receipt of an invoice. If Owner fails to pay the invoiced amount within such period, such amount shall thereafter accrue interest at the statutory rate. Such amount, together with interest, shall be a lien on the Development (and each of the lots contained therein) which may be foreclosed in accordance with ORS Chapter 88. If the Development is owned by more than one person (i.e., multiple lot owners), each such owner shall be jointly and severally liable for payment of the amounts to cover the costs associated with completing the necessary repair and maintenance work as authorized in Section 4.

8. **Indemnification.** Owner agrees to indemnify, defend (with legal counsel reasonably acceptable to the City), and hold harmless the City, its employees, independent contractors and designees harmless from and against any liability, losses, costs, expenses (including reasonable attorney fees), claims or suits arising from Owner's failure to perform its obligations under this Agreements or the exercise of the City's rights under this Agreement.

9. **Run with the Land.** The parties' rights and obligations contained herein shall run with the land and shall be binding upon Owner and its successors and assigns (including, without limitation, subsequent owners of lots in the Development and any homeowner's association owning common areas in the Development). Those rights and obligations shall inure to the benefit of the City, as well as its successors and assigns.

10. **Attorney Fees.** If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred in the trial court and in the appeal therefrom. The term "action" shall be deemed to include action commenced in the bankruptcy courts of the United States and any other court of general or limited jurisdiction.

11. **Assignment.** The obligations of Owner (and subsequent owners of lots in the Development) under this Agreement may not be assigned except (a) in connection with the sale of the property owned by such person (in which case the transferee will be deemed to assume such obligations), and (b) with the prior written consent of the City, to a homeowner's association that owns and maintains the common areas of the Development.

12. **Authority.** If Owner is an entity, the individual executing this Agreement on behalf of Owner represents and warrants to the City that he or she has the full power and authority to do so and that Owner has full right and authority to enter into this Agreement and perform its obligations under this Agreement.

IN WITNESS WHEREOF, Owner and the City have executed this instrument on the date first written above.

[Signature Page Follows]

**CLACKAMAS COMMUNITY COLLEGE**

By: [Signature]  
Alissa Mahar, Vice President and Chief  
Financial Officer

Clackamas Community College  
19600 Molalla Avenue  
Oregon City, OR 97045

**CITY OF OREGON CITY**

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.

By: [Signature]  
Anthony J. Konkol, III, City Manager

By: [Signature]  
Katie Riggs, City Recorder  
625 Center Street  
Oregon City, OR 97045

**CLACKAMAS COMMUNITY COLLEGE**

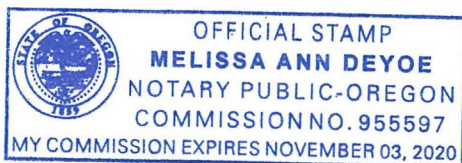
STATE OF OREGON )  
 ) ss.  
County of Clackamas )

On this 18 day of September, 2019, before me, Melissa Deyoe, the undersigned  
Notary Public, personally appeared Alissa Mahar as (type of authority,  
such as officer or trustee) Vice President & CFO of (name of party on behalf of  
whom record was executed) Clackamas Community College.

☒ personally known to me  
☐ 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 that they executed it.

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

Stamp notary seal below



WITNESS my hand and official seal.

[Signature]  
Notary's signature  
My commission expires: November 3, 2020





## EXHIBIT "A"

Meyers Road Extension  
City of Oregon City  
July 2, 2019

Tax Map 3S2E9C  
Tax Lot 00800

### PARCEL 1 (PERMANENT ACCESS EASEMENT)

A parcel of land situated in the southwest one-quarter of Section 9 in Township 3 South, Range 2 East of the Willamette Meridian, Clackamas County, Oregon and being a portion of that property conveyed to Clackamas Community College in that Warranty Deed, recorded June 24, 1971 as Document No. 71-14368, Clackamas County Deed Records; said parcel being that portion of said property lying on the northerly side of Meyers Road and described as follows:

Beginning a point on the northerly line of a Permanent Slope and Public Utility Easement, recorded as Document No. 2018-051288, Clackamas County Records, at Station 57+00.00, 65.00' Left; thence along said northerly line North 79° 03' 00" West 48.95 feet; thence leaving said northerly line North 73° 15' 47" East 123.86 feet; thence North 66° 47' 36" East 115.05 feet; thence South 23° 17' 16" East 18.00 feet; thence South 66° 47' 36" West 98.38 feet; thence South 62° 24' 28" West 84.85 feet to said northerly line; thence along said northerly line North 76° 25' 22" West 18.31 feet to the point of beginning.

The parcel of land to which this description applies contains 4,697 square feet, more or less.

### PARCEL 2 (TEMPORARY CONSTRUCTION EASEMENT)

A parcel of land situated in the southwest one-quarter of Section 9 in Township 3 South, Range 2 East of the Willamette Meridian, Clackamas County, Oregon and being a portion of that property conveyed to Clackamas Community College in that Warranty Deed, recorded June 24, 1971 as Document No. 71-14368, Clackamas County Deed Records; said parcel being that portion of said property lying on the northerly side of Meyers Road and described as follows:

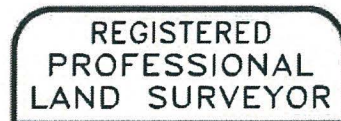
Beginning a point on the northerly line of a Permanent Slope and Public Utility Easement, recorded as Document No. 2018-051288, Clackamas County Records, at Station 59+50.00, 55.00' Left; thence along said northerly line North 23° 07' 21" East 6.00 feet; thence North 69° 02' 56" West 32.32 feet to a point of non-tangent curvature; thence on the arc of a 175.00 foot radius curve to the left, the radial center of which bears North 87° 02' 36" West, through a central angle of 26° 14' 41", an arc distance of 80.16 feet (the long chord of which bears North 10° 09' 56" West 79.46 feet); thence North 23° 17' 16" West 84.08 feet; thence South 66° 47' 36" West 15.00 feet; thence North 23° 17' 16" West 9.54 feet; thence North 66° 34' 59" East 80.00 feet; thence South 23° 17' 16" East 93.80 feet to a point of curvature; thence on the arc of



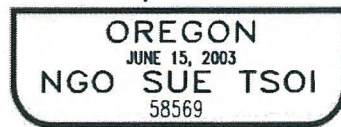
a 240.00 foot radius curve to the right, through a central angle of  $33^{\circ} 11' 11''$ , an arc distance of 139.01 feet (the long chord of which bears South  $06^{\circ} 41' 41''$  East 137.08 feet); thence North  $65^{\circ} 52' 15''$  West 37.07 feet to the point of beginning.

The parcel of land to which this description applies contains 13,346 square feet, more or less.

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



*Ms. TSOI*

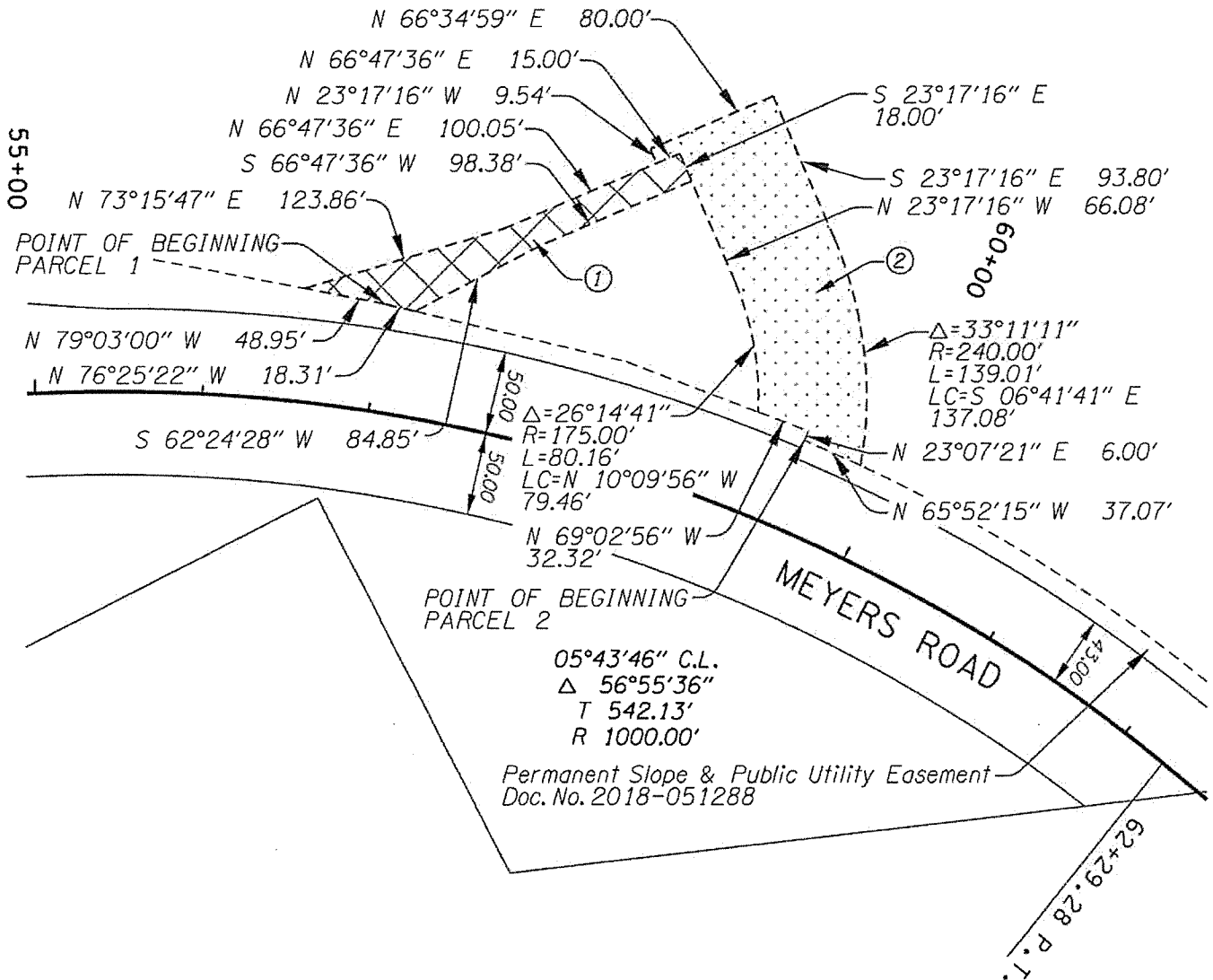


RENEWS: 6/30/20

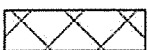


# EXHIBIT "B"

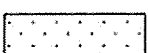
DOC. NO. 71-14368  
TL 3S2E9C00800



## LEGEND:



① PERMANENT ACCESS EASEMENT  
4,697 SQ. FT. ± (0.108 AC. ±)



② TEMPORARY CONSTRUCTION EASEMENT  
13,346 SQ. FT. ± (0.306 AC. ±)

## MEYERS ROAD EXTENSION OREGON CITY

FILE NO: CCC	SUBMITTAL DATE: 07/02/19	REV'D:
TAX LOT: 00800	ADDRESS: 19600 Mollala Ave	
TAX MAP: 3S2E9C		



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