



\$113.00

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01/03/2020 01:58:27 PM

AFTER RECORDING RETURN TO:

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

D-E Cnt=1 Stn=9 COUNTER1
\$25.00 \$16.00 \$62.00 \$10.00

Map No.: 32E 09C

Tax Lot: 800

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

Grantor: Clackamas Community College

ACCESS EASEMENT

This ACCESS EASEMENT (the "Easement") is made and entered effective as of the 2nd day of January, 2020, by CLACKAMAS COMMUNITY COLLEGE (Grantor) for the purpose of granting an access easement to Kathleen Ann Berge, Trustee of the Kathleen Ann Berge Revocable Living Trust and Terry Emmert (collectively "Grantee"). .

RECITALS

- A. Grantor is the owner of real property described in Exhibits A and B, ("Parcel A") a part of the larger Tax Lot 32E 09C 800.
- B. Grantee is the owner of Tax Lot 3S2 E9C 700, which adjoins Parcel A.
- C. For ingress and egress to Meyers Road, Grantee requires access over and through Parcel A belonging to Grantor.
- D. Grantor wishes to create a non-exclusive easement for the benefit of Tax Lot 3S2 E9C 700 across Parcel A for ingress and egress over the easement to access Meyers Road.
- E. Grantee, at its sole expense, shall have the right to construction and maintain a roadway and all necessary appurtenances over and across the Easement for access to Meyers Road and Grantee's property as set forth in Recital B.

EASEMENT

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

1. Access Easement. Grantor hereby grants to Grantee a perpetual, non-exclusive easement for access over and across that portion of Parcel A as described in the attached Exhibits A & B (the "Easement Area") to Meyers Road contingent upon Grantee's compliance with paragraphs 2 and 3 below.
2. Duty of Maintenance. Grantee, as the owners of Tax Lot 3S2 E9C 700, who benefits from the access easement, shall have sole responsibility for the construction and maintenance of the Easement Area. Grantee shall require all workers and contractors constructing the access roadway and undertaking maintenance work hereunder to maintain standard liability insurance in a reasonable amount from a reputable insurance company for the benefit of Grantor.

3. Indemnity. Grantee shall indemnify and hold harmless Grantor from and against any and all claims, demands, losses, damages, expenses (including, without limitation, fines, penalties, judgments, and attorney fees), liens, charges, and liabilities of every kind and description (collectively, the "Losses") arising from or in connection with use of the Easement Area by any third-parties including but not limited to tenants, guests, invitees or trespassers,

4. Miscellaneous.

4.1 Run with the Land. This Easement and all covenants contained herein touch and concern the land, run with the land, and bind and benefit Parcel A and Tax Lot 3S2 E9C 700 as provided herein. This Easement and the covenants herein shall be binding upon their transferees, successors, heirs, representatives and assigns.

4.2. Nonwaiver. Failure of Grantor to enforce any covenant or restriction contained in this Easement shall in no event be deemed a waiver of the right to do so thereafter.

4.3. Construction; Severability; Number; Captions. This Easement shall be liberally construed as an entire document to accomplish the purposes thereof as stated in the introductory paragraphs hereof. Nevertheless, each provision of this Easement shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision. As used in this Easement, the singular shall include the plural and the plural the singular, and the masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for the convenience of reference and shall in no way limit any of the provisions of this Agreement.

4.4 Notices and Other Documents. Any notice or other document permitted or required by this Agreement may be delivered either personally or by mail. Delivery by mail shall be deemed made twenty-four (24) hours after having been deposited in the United States mail as certified or registered mail, with postage prepaid, addressed as follows:

Grantor – Tax Lot 32E 09C 800

Vice President of College Services
Clackamas Community College
19600 Molalla Avenue
Oregon City, OR 97045

Grantee – Tax Lot 3S2 E9C 700

Kathleen Ann Berge, Trustee of the Kathleen Ann Berge Revocable Living Trust
PO Box 1526
Oregon City, OR 97045

Terry W. Emmert
11811 SE Highway 212
Clackamas, OR 97015

The address of a party may be changed at any time by notice in writing as provided herein.

4.5. Attorney Fees. In the event 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, upon appeal, review, or petition for review. The term

EXHIBIT "A"

Meyers Road Extension
City of Oregon City
December 9, 2019

Tax Map 3S2E9C
Tax Lot 00800

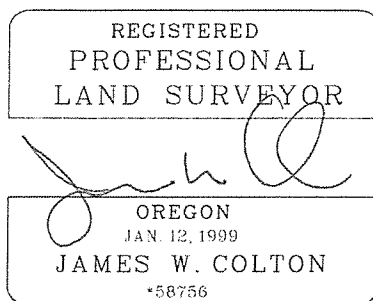
PARCEL 1 (PERMANENT ACCESS EASEMENT)

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 southerly side of Meyers Road and described as follows:

Beginning at the most southerly corner of said property; thence along the southwesterly line of said property North 27° 07' 37" West 49.73 feet; thence leaving said southwesterly line North 49° 11' 22" East 66.71 feet; thence North 41° 17' 02" East 116.89 feet to a point on the southerly right of way line of Meyers Road; thence along said southerly right of way line 63.16 feet along the arc of a curve to the right, having a radius of 950.00 feet, a delta angle of 3°48'34", and a long chord bearing of South 66° 53' 15" East 63.15 feet; thence leaving said southerly right of way line, South 41° 17' 02" West 140.73 feet; thence South 49° 11' 22" West 65.44 feet to a point on the southerly property line; thence along said southerly property line South 83° 24' 28" West 20.78 feet to the point of beginning.

The parcel of land to which this description applies contains 12,199 square feet, more or less.

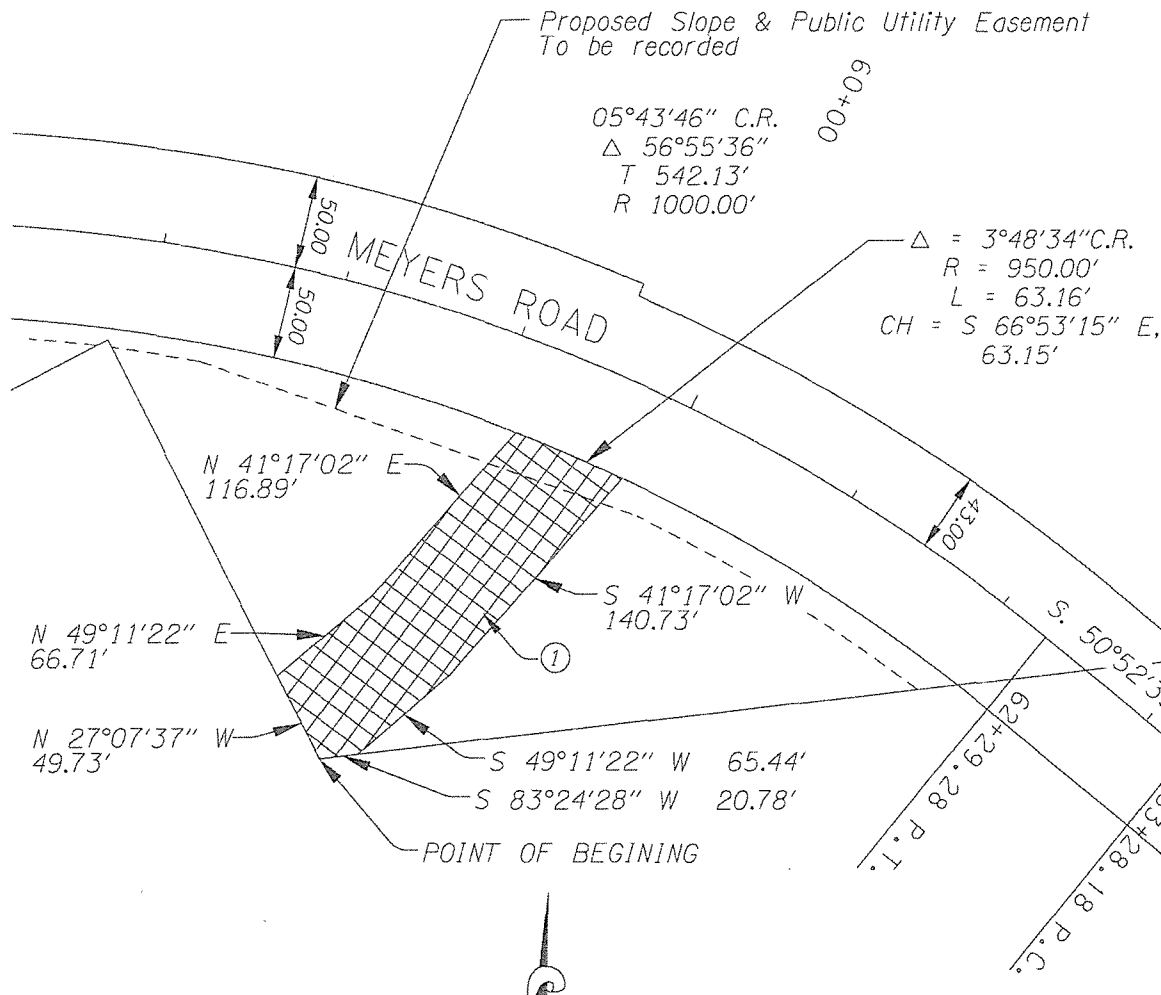
The bearings of this description are Oregon Coordinate Reference System, Portland zone.



RENEWS: DEC. 31, 2019
SIGNED: 12/09/2019

EXHIBIT "B"

DOC. NO. 71-14368
TL 3S2E9C00800



REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JAN. 12, 1999
JAMES W. COLTON
*58756

RENEW: DEC. 31, 2019
SIGNED: 12/09/2019

LEGEND



① PERMANENT ACCESS EASEMENT
12,199 SQ. FT. ± (0.280 AC.±)

100' 50' 0 100'
SCALE: 1" = 100'

MEYERS ROAD EXTENSION OREGON CITY

FILE NO: CCC	SUBMITTAL DATE: DECEMBER 9, 2019
TAX LOT: 00800	ADDRESS: 19600 MOLALLA AVENUE
TAX MAP: 3S2E9C	OREGON CITY, OR 97045