

58



\$113.00

02431220202100186100050057

02/23/2021 11:34:37 AM

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

AFTER RECORDING RETURN TO:

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

Project No.: CI 18-002

Tax Map & Lot: 32E05C000400

GRANTOR: Mountain View Jara LLC

## TEMPORARY CONSTRUCTION & ACCESS EASEMENT

This TEMPORARY CONSTRUCTION and ACCESS EASEMENT is entered into this 22 day of January, 2021, by and between, property owner Mountain View Jara LLC, an Oregon limited liability company (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, legally described as follows:

**Parcel 3- Temporary Construction Easement (3 Years or duration of Project, whichever is sooner)**

A parcel of land lying in the Southwest one-quarter of Section 5 and the Samuel N. Vance Donation Land Claim (DLC) No. 51 in Township 3 South, Range 2 East of the Willamette Meridian, Clackamas county, Oregon and being a portion of that property conveyed to Mountain View Jara LLC, an Oregon limited liability company in that Special Warranty Deed, recorded March 21, 2012 as Document No. 2012-016620, Clackamas County Deed records; said parcel being that portion of said property included in a strip of land 53.50 feet in width and lying between lines at right angles to Stations 50+14.47 and 50+62.78 lying on the westerly side of the centerline of Molalla Avenue, which centerline of is described in Parcel 1.

EXCEPT therefrom that portion lying within the above described Parcel 2 – Permanent Slope and Public Utility Easement.

EXCEPT therefrom that portion lying within Parcel 1 of that Special Warranty Deed, recorded March 21, 2012 as Document No. 2012-016620, Clackamas County Deed Records.

This parcel of land contains 201 square feet, more or less, outside the existing right of way.

See also attached **Exhibit A** Legal Description and **Exhibit B** Drawing for Legal Description (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 driveway reconstruction as part of the Molalla Avenue Streetscape Project.
3. This TEMPORARY CONSTRUCTION and ACCESS EASEMENT is intended to allow the City of Oregon City, or its assigns to undertake the driveway reconstruction and all other activities that the Grantee deems necessary and appurtenant to the above noted activities in conjunction with the Molalla Avenue Streetscape 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 driveway reconstruction.
2. **Term of Easement.** This TEMPORARY CONSTRUCTION and ACCESS EASEMENT shall be temporary and shall terminate when both the City of Oregon City and property owner has approved the completion of the Molalla Avenue Streetscape project.
3. **Hold Harmless Clause.** Grantee shall have the right to conduct temporary construction and maintenance activities within the Easement Area(s), so long as such activities do not unreasonably interfere with the use of the adjoining lands by the Grantor. Upon completion of any work by Grantee in the Easement Area(s), Grantee shall restore the area to its prior condition, at Grantee's sole cost and expense. Grantee shall indemnify Grantor and hold it 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(s) related to the use by Grantee, its agents, employees, invitees, or licensees, 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.

The true consideration for this conveyance is \$1,877 (ONE THOUSAND EIGHT HUNDRED SEVENTY SEVEN DOLLARS), the receipt of which is hereby acknowledged by GRANTOR.

[Signature Page(s) Follow]

GRANTOR: Mountain View Jara LLC, an Oregon limited liability company

Marko A. Susnjara  
Signature

Marko A. Susnjara, Manager  
Signer's printed name Title (if applicable)

STATE OF OREGON )  
County of Clackamas )

This record was acknowledged before me on (month & day) 22 January, 2021

by Marko A. Susnjara, as Manager  
Signer's printed name Title (write "N/A" if not applicable)

of Mountain View Jara LLC, an Oregon limited liability company

Stamp notary seal:



WITNESS my hand and official seal.

Scott Dean Cascella  
Signature of Notary Public  
My commission expires: July 18, 2021

Accepted on behalf of the City of Oregon City:

Rocky Smith, Jr.  
By: Rocky Smith, Jr., Commission President

Kattie Riggs  
Attest: Kattie Riggs, City Recorder

Molalla Avenue Phase 3:  
Beavercreek Road to OR 213  
City of Oregon City  
May 13, 2019

Tax Map 32E05C  
Tax Lot 00400

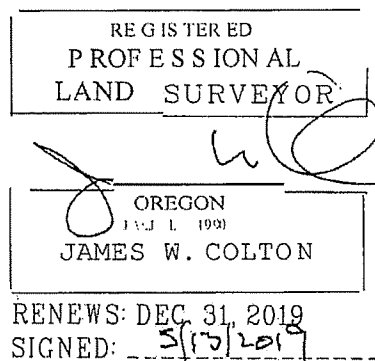
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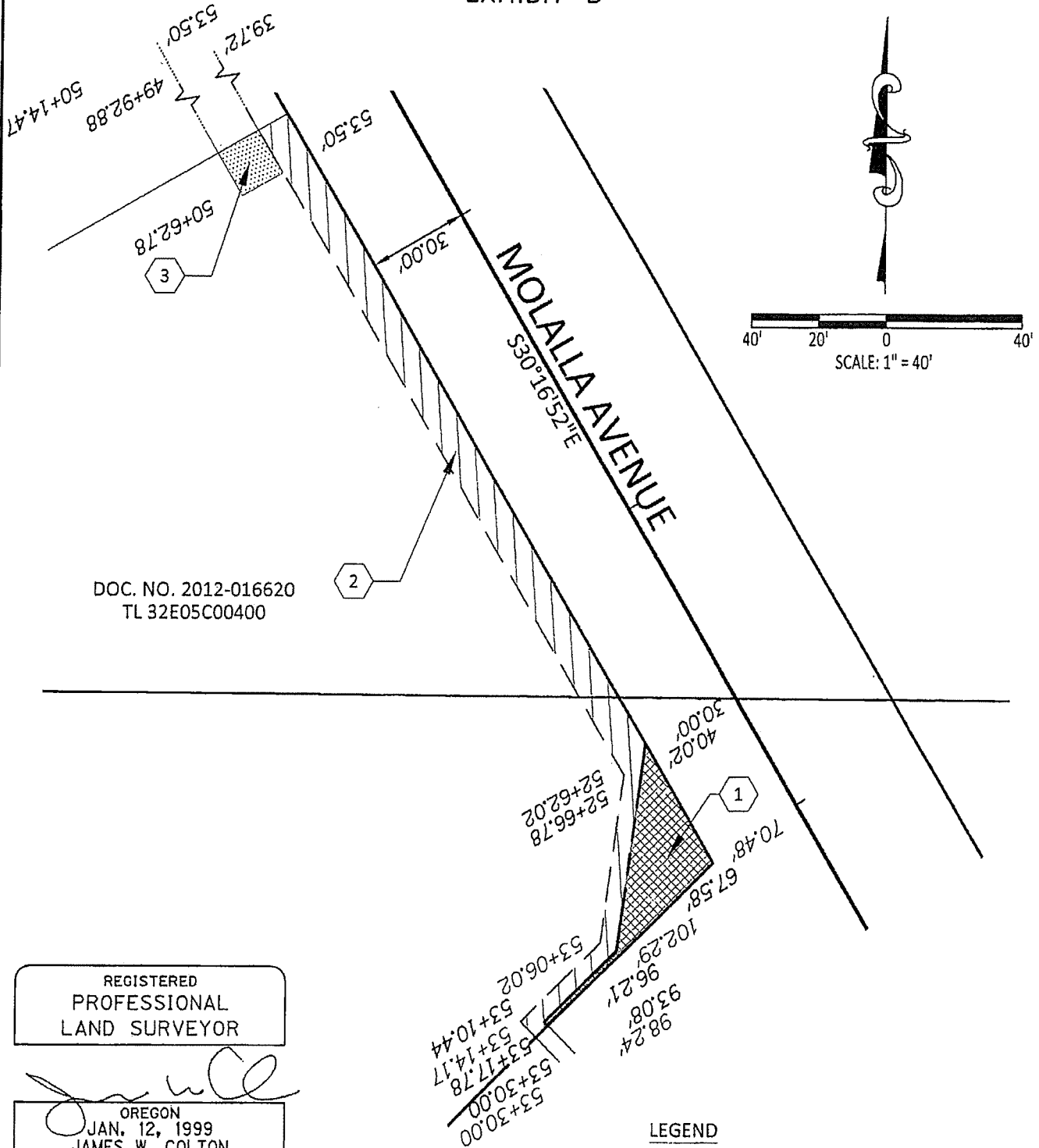
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# EXHIBIT "B"



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JAN. 12, 1999  
JAMES W. COLTON  
58756

RENEWES: DEC. 31, 2019  
SIGNED: *[Signature]*

## MOLALLA AVENUE PHASE 3 BEAVERCREEK ROAD TO OR 213

|                 |                              |
|-----------------|------------------------------|
| FILE NO: 002    | SUBMITTAL DATE: MAY 13, 2019 |
| TAX LOT: 00400  | ADDRESS: 1840 MOLALLA AVENUE |
| TAX MAP: 32E05C | OREGON CITY, OR 97045        |

### LEGEND

- RIGHT OF WAY DEDICATION
- 831 SQ. FT. ±
- PERMANENT SLOPE & PUBLIC UTILITY EASEMENT
- 2,594 SQ. FT. ±
- TEMPORARY CONSTRUCTION EASEMENT
- 201 SQ. FT. ±