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SMP  
AFTER RECORDING RETURN TO:  
City of Oregon City, City Recorder  
P.O. Box 3040  
Oregon City, Oregon 97045-0304

Aaron Parker

Clackamas County Official Records  
Sherry Hall, County Clerk

2021-058091



02473182202100580910050059

\$118.00

Planning No.: PR 125-2019

06/15/2021 01:46:54 PM

Tax Map & Lot: 32E06DB00100

D-E Cnt=2 Stn=9 COUNTER1  
\$25.00 \$5.00 \$16.00 \$62.00 \$10.00

GRANTOR: City of Oregon City Police Department

## CITY OF OREGON CITY, OREGON PUBLIC ACCESS EASEMENT AND MAINTENANCE AGREEMENT

KNOW ALL BY THESE PRESENTS, THAT City of Oregon City Police Department, hereinafter called the "**Grantor**", does hereby grant unto the City of Oregon City, hereinafter called the "**City**", its successors in interest and assigns, a permanent 24-hour public access easement for the purposes of pedestrian and bicyclist use, including the permanent right of ingress and egress onto 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.

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

1. Covenant to Maintain and Repair. Grantor shall, at its sole expense, itself or through qualified independent contractors, at all times maintain the easement area 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. Grantor hereby grants an easement for permanent public access and use of the accessway, to allow the general public to utilize the accessway for recreation and/or non-motorized transportation purposes. Grantor reserves the right to use the surface of the land for walkways, plantings, and related uses. Such uses undertaken by the Grantor shall not be inconsistent or interfere with the use of the subject easement area by the City. No structures or utility shall be placed upon, under, or within the permanent easement (described in Exhibits A & B), without the written permission of 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 Grantor of intent to install signage at least 30 days prior to beginning work, and agrees to work with Grantor 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 Grantor 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 Grantor 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 accessway into compliance with this Agreement.

5. City Under No Obligation. Grantor, 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 Grantor, or to perform any other maintenance or repair of the accessway. Developer also agrees that none of the City, as well as its departments, employees, independent contractors and/or designees shall have any liability to Developer or any of Developer'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 accessway, or the failure to perform the same.

6. 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, Developer 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 Developer 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.

7. Indemnification. Developer 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 Developer's failure to perform its obligations under this Agreement or the exercise of the City's rights under this Agreement.

And, the Grantor above named hereby covenants to and with the City, and City's successors in interest and assigns that Grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances (no exceptions) and that Grantor and their heirs and personal representatives shall warrant and forever defend the said premises and every part thereof to the City, its successors in interest and assigns against the lawful claims and demands of all persons claiming by, through, or under the Grantor.

The parties' rights and obligations contained herein shall run with the land and shall be binding upon Grantor and its successors and assigns. Those rights and obligations shall inure to the benefit of the City, as well as its successors and assigns.

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the Permittee has executed this instrument this 4<sup>th</sup> day of June, 20 21. The person(s) whose name(s) is/are subscribed to the within instrument acknowledge that he/she/they executed the instrument in his/her/their legally



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.

**GRANTOR:** \_\_\_\_\_ City of Oregon City Police Department \_\_\_\_\_  
As shown on Page 1 (name of organization or individual property owner(s))



Signature No. 1

\_\_\_\_\_  
Jim Band, Chief of Police  
Signer printed name, Title (if any)

Signature No. 2

\_\_\_\_\_  
Signer printed name, Title (if any)

STATE OF OREGON )  
County of Clackamas )

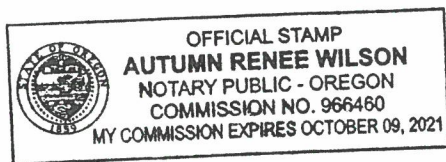
This record was acknowledged before me on (date) June 4, 2021

by Jim Band  
Signer's printed name

as Chief of Police, City of Oregon City Police Department.  
Title and (if applicable) Name of Corporation or Party on whose behalf the record is executed

Stamp notary seal:

WITNESS my hand and official seal.



Autumn Renee Wilson  
Signature of Notary Public

My commission expires: 10/9/21

Accepted on behalf of the City of Oregon City:

Anthony J. Konkol III  
By: Anthony J. Konkol III, City Manager

John M. Lewis  
By: John M. Lewis, Public Works Director

Kattie Riggs  
Attest: Kattie Riggs, City Recorder

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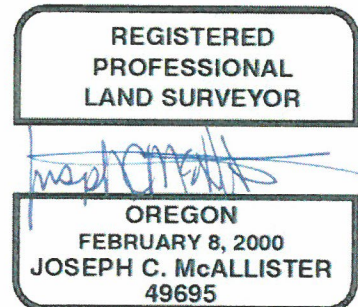
LEGAL DESCRIPTION  
PUBLIC ACCESS EASEMENT  
1234 LINN AVENUE,  
OREGON CITY, OR 97045

EXHIBIT "A"

A 15.00 FOOT WIDE STRIP OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 2 EAST, W.M., CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON, THE OUTBOUNDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING A 3/4" DIAMETER IRON PIPE AT THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN DOCUMENT NO. 2015-002426, CLACKAMAS COUNTY DEED RECORDS, BEING THE SOUTHEAST CORNER OF LOT 12, "RYAN'S MOUNT PLEASANT TRACTS NO. 1", PLAT NO. 392, ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF WARNER PARROT ROAD (COUNTY ROAD NO. 61, 30.00 FEET FROM CENTERLINE); THENCE ALONG SAID NORTH RIGHT OF WAY LINE, N.89°33'10"E., 227.73 FEET TO A 5/8" DIAMETER IRON ROD WITH A YELLOW CAP STAMPED "DEHAAS & ASSOC. INC", (40.00 FEET FROM CENTERLINE); THENCE CONTINUING ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID WARNER PARROT ROAD (40.00 FEET FROM CENTERLINE), 54.74 FEET ALONG THE ARC OF A NON-TANGENT 340.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 09°13'28", THE CHORD OF WHICH BEARS S.71°54'16"E., 54.68 FEET, TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 15.93 FEET ALONG THE ARC OF A 340.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02°41'05", THE CHORD OF WHICH BEARS S.65°57'00"E., 15.93 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, N.00°25'05"W., 176.00 FEET; THENCE N.89°34'55"E., 275.99 FEET; THENCE S.00°25'05"E., 17.89 FEET; THENCE N.89°34'55"E., 85.99 FEET TO THE WEST RIGHT OF WAY LINE OF LINN AVENUE (42.00 FEET FROM CENTERLINE); THENCE ALONG SAID WEST RIGHT OF WAY LINE, N.00°25'05"W., 15.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, S.89°34'55"W., 72.91 FEET; THENCE N.00°25'05"W., 17.89 FEET; THENCE S.89°34'55"W., 336.57 FEET; THENCE S.00°25'05"E., 15.00 FEET; THENCE N.89°34'55"E., 33.00 FEET; THENCE S.00°25'05"E., 169.40 FEET TO THE POINT-OF-BEGINNING, CONTAINING 8,879 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS SURVEY NUMBER 2003-061, CLACKAMAS COUNTY SURVEY RECORDS.



DATE OF SIGNATURE: 5/25/21

EXPIRES: 12/31/2022



4107 SE International Way, Suite 705, Milwaukie, Oregon 97222

Phone: 503.653.9093 Fax: 503.653.9095 Email: joem@compass-landsurveyors.com



TAX LOT 100  
MAP 3-2E-06DB  
DOC. NO. 2015-002426

**POINT OF COMMENCEMENT**

3/4" IRON PIPE AT SOUTHEAST CORNER OF LOT 12, "RYAN'S MOUNT PLEASANT TRACTS NO. 1" AND SOUTHWEST CORNER OF DOC. NO. 2015-002426

**TRUE POINT OF BEGINNING**

LOT 12  
"RYAN'S MOUNT PLEASANT TRACTS NO. 1"

S00°25'05"E 15.00'

N89°34'55"E 33.00'

S02°05'E 169.40'

N00°25'05"W 176.00'

S89°34'55"W 336.57'

N89°34'55"E 275.99'

N00°25'05"W 17.89'

S89°34'55"W 72.91'

S00°25'05"E 17.89'

N89°34'55"E 85.99'

N00°25'05"W 15.00'

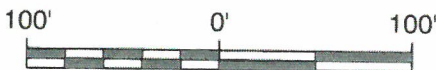
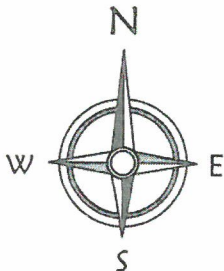
N89°33'10"E 227.73'

VACATED WARNER PARROTT ROAD, VACATION ORDER NO. 93-1003, DOC. NO. 93-26143

L=54.74'  
R=340.00'  
D=09°13'28"  
CH=S71°54'16"E  
54.68'

L=15.93'  
R=340.00'  
D=02°41'05"  
CH=S65°57'00"E  
15.93'

WARNER PARROTT ROAD  
(CO. RD. NO. 61)



SCALE: 1" = 100'

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
FEBRUARY 8, 2000  
JOSEPH C. McALLISTER  
49695

DATE OF SIGNATURE: 5/25/21

EXPIRES: 12/31/2022

**EXHIBIT "B"**

**COMPASS** Land Surveyors  
4107 SE International Way, Suite 705  
Milwaukie, Oregon 97222 503-653-9093

LOCATED IN THE SE 1/4 OF SECTION 6, T.3S., R.2E., W.M,  
CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON

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