

AFTER RECORDING RETURN TO:

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

Project No.: CI 18-007

Tax Map & Lot: 32E08AB02900 **GRANTOR:** SOJ 19195, LLC

TEMPORARY CONSTRUCTION & ACCESS EASEMENT

This TEMPORARY CONSTRUCTION and ACCESS EASEMENT is entered into this 20 day of NOVEMBER, 20 18, by and between, property owner SOJ 19195, 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, legal descriptions on Exhibit "A", and illustrated on Exhibit "B", attached hereto (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 ONE THOUSAND ONE HUNDRED SIXTEEN AND No/100 (\$1,116.00), the receipt of which is hereby acknowledged by GRANTOR.

[Signature Page(s) Follow]

GRANTOR: SOJ 19195, LLC

Signature No. 1

Signer printed name, Title (if any)

Signature No. 2

Signer printed name, Title (if any)

STATE OF OREGON)
County of _____)

This record was acknowledged before me on (date) NOVEMBER 20, 20 19

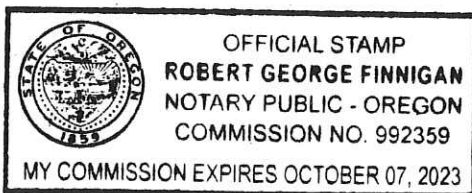
by JICHANG (JOE) ZHOU
Signer's printed name

as MEMBER, of SOJ 19195, LLC, an Oregon limited liability company.

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.



Signature of Notary Public

My commission expires:

10/7/2023

STATE OF OREGON)
County of _____)

This record was acknowledged before me on (date) _____, 20____

by _____
Signer's printed name

as _____, of SOJ 19195,
LLC, an Oregon limited liability company.

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.

Signature of Notary Public

My commission expires: _____

Accepted on behalf of the City of Oregon City:

By: Dan Holladay, Mayor

Attest: Kattie Riggs, City Recorder

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

**Tax Map 32E08AB
Tax Lot 02900**

Parcel 1 – Permanent Slope and Public Utility Easement

A parcel of land lying in the Northeast one-quarter of Section 8, Township 3 South, Range 2 East of the Willamette Meridian, Clackamas County, Oregon and being a portion of that property conveyed to SOJ 19195 LLC, in that Statutory Warranty Deed recorded June 27, 2014 as Document No. 2014-031311, Clackamas County Deed Records; said parcel being that portion of said property included in a strip of land variable in width and lying on the westerly side of the centerline of Molalla Avenue, which centerline of is described as follows:

The center line of said road is described as follows:

Beginning at center line Station 38+67.42, said station bears North 76°42'53" West 5,355.98 feet from the one-quarter corner common to Sections 4 and 9, Township 3 South, Range 2 East, Willamette Meridian; thence South 30°16'52" East 4,056.28 feet (Station 79+23.71 = Station a 70009+00.00 ahead); thence South 30°16'52" East 272.51 feet to a point of curvature (Station a 70011+72.51); thence along the arc of a 572.96 foot radius curve to the left, through a central angle of 49°48'36", an arc distance of 498.10 feet (the long chord of which bears South 55°11'10" East 482.57 feet) to a point of tangency (Station a 70016+70.61), said point bears South 43°25'20" West 3,831.55 feet from the one-quarter corner common to said Sections 4 and 9.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Westerly Side of Center Line
59+50.95		66+57.78	40.86 in a straight line to 41.64

Bearings are based on the Oregon Coordinate Reference System – Portland Zone, NAD 83 (2011) epoch 2010.00.

This parcel of land contains 1,218 square feet, more or less, outside the existing right of way.

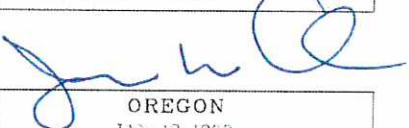
Parcel 2 – Temporary Construction Easement (3 Years or duration of Project, whichever is sooner)

A parcel of land lying in the Northeast one-quarter of Section 8, Township 3 South, Range 2 East of the Willamette Meridian, Clackamas County, Oregon and being a portion of that property conveyed to SOJ 19195 LLC, in that Statutory Warranty Deed recorded June 27, 2014 as Document No. 2014-031311, Clackamas County Deed Records; said parcel being that portion of said property included in a strip of land 48.50 feet in width and lying between lines at right angles to Stations 62+93.61 and 63+70.66 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 1 - Permanent Slope and Public Utility Easement.

This parcel of land contains 551 square feet, more or less, outside the existing right of way.

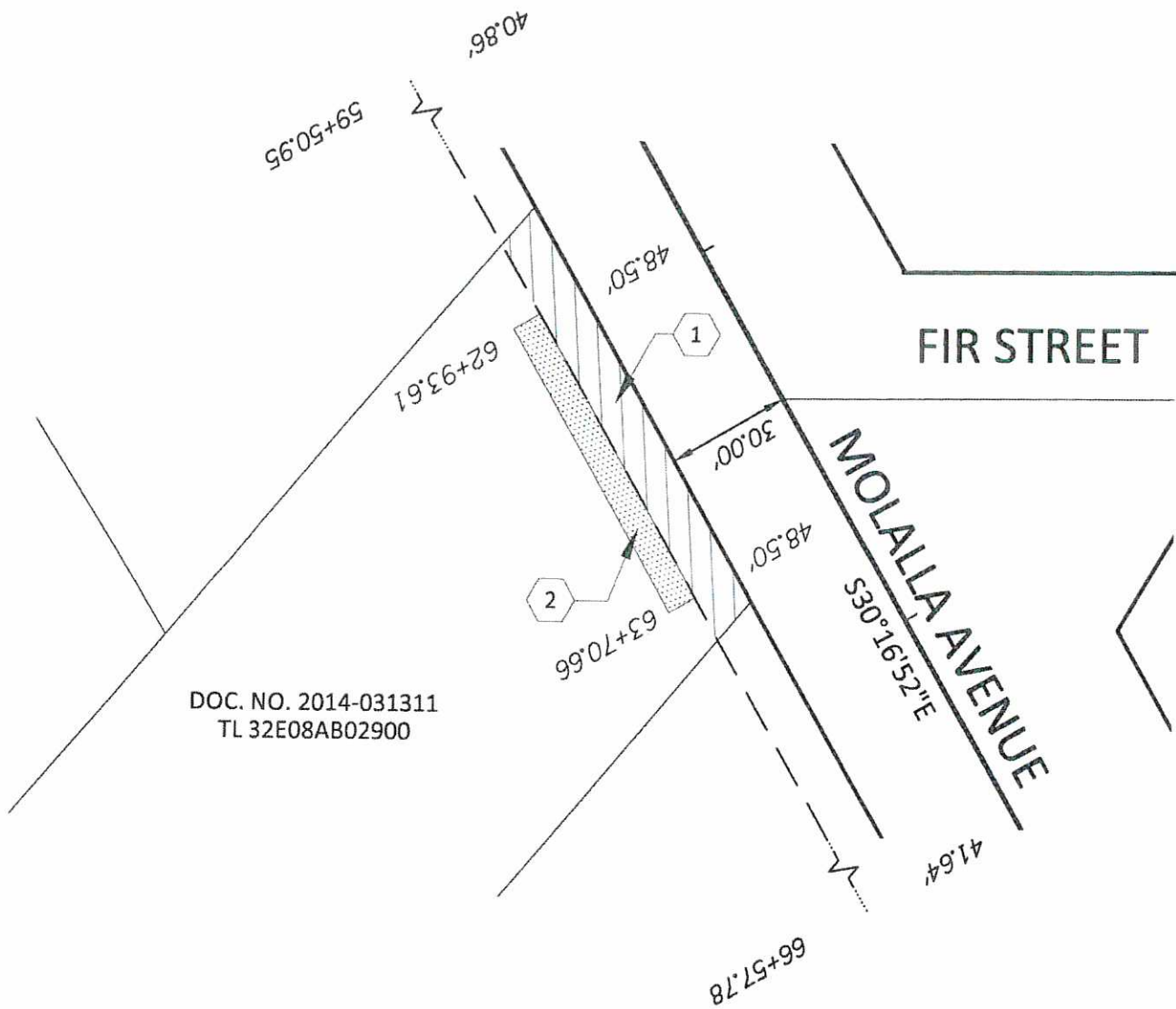
REGISTERED
PROFESSIONAL
LAND SURVEYOR


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

RENEWS: DEC. 31, 2019

SIGNED: 5/13/2019

EXHIBIT "B"

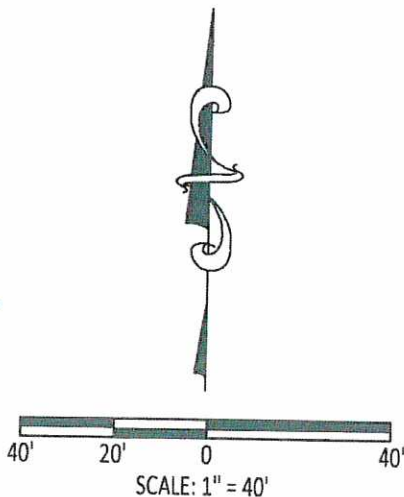


DOC. NO. 2014-031311
TL 32E08AB02900

REGISTERED
PROFESSIONAL
LAND SURVEYOR

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

RENEWS: DEC. 31, 2019
SIGNED: *5/13/2019*



LEGEND

-  PERMANENT SLOPE & PUBLIC UTILITY EASEMENT
1,218 SQ. FT. ±
-  TEMPORARY CONSTRUCTION EASEMENT
551 SQ. FT. ±

MOLALLA AVENUE PHASE 3 BEAVERCREEK ROAD TO OR 213

FILE NO: 007	SUBMITTAL DATE: MAY 13, 2019
TAX LOT: 02900	ADDRESS: 19195 MOLALLA AVENUE
TAX MAP: 32E08AB	OREGON CITY, OR 97045