



# OREGON CITY

Public Works

625 Center Street | PO Box 3040 | Oregon City OR 97045  
Ph (503) 657-0891 | Fax (503) 657-7892

## RIGHT-OF-WAY PERMIT APPLICATION

Application Date: 11/08/14

### Work Site Information

Address: 710 3RD AVE Oregon City Cross Street: APPERSON

### Applicant

☐ Responsible for Project (Permittee) ☒ Primary Contact

Business Name/Property Owner: MARK ZAWADZKI

Contact Name: MARK ZAWADZKI E-Mail:

Mailing Address: 4862 SW GARDEN HOMER City, State & Zip: PORT. OR 97219

Phone: 503 806 0807 Alt. Phone:

### Contractor

☐ Same as above ☐ Responsible for Project (Permittee) ☒ Primary Contact

Business Name: MZ CONSTRUCTION LLC Contact Name: MARK ZAWADZKI

Mailing Address: 4862 SW GARDEN HOMER Phone: 503 806 0807

City, State & Zip: PORT. OR 97219 E-Mail: ZAWADZKI MARK@GMAIL.COM

Oregon City Business License No. (or Metro Contractor's License No.): 2136 License or CCB Number(s): 156431

### Work Details

Proposed Start Date: Estimated Completion Date:

### DESCRIPTION OF WORK TO BE DONE IN ROW PER THIS PERMIT (check all boxes that apply):

UTILITY WORK: ☐ Sanitary Sewer ☐ Stormwater ☐ Pavement/Trench Cut  
☐ Electrical ☐ Water ☒ Other

SIDEWALK WORK: ☐ New ☐ Repair / Replace ☐ Curb and/or Gutter Work  
Length (ft): Width (ft): # of Panels (estimate):

MATERIAL STORAGE: ☐ Drop Box ☐ Storage Pod ☐ Other

LANDSCAPING WORK: ☐ Tree Removal ☐ Tree Installation ☐ Other

RESERVED PARKING: # Spaces: No. of Days: Location:

EVENT\*: Event Name:

General location/route:

Provide paragraph description of event or work to be done:

CREATE 20X20 CONCRETE PARKING AREA, INSTALL BOULDER RETAINING WALL IN NE CORNER OF THE PROPERTY REMOVE DEAD TREE AND 2 SW

Permission is hereby requested to encroach into public right-of-way to perform work as set forth below. It is understood that this application is limited to the work described herein and that all work shall be done in compliance with the provisions shown on the back of this application and with all other applicable rules, regulations and standards of the City; and that the permittee assumes full responsibility for said compliance, for acceptability of the work, and for repair or replacement thereof if defective, and for repair or replacement of any existing improvement damaged by this work.

SEE THE BACK (PAGE 2) OF THIS PERMIT FOR CONDITIONS AND PROVISIONS

I CERTIFY THE ABOVE INFORMATION IS CORRECT

Applicant's Signature: [Signature]

### OFFICE USE ONLY

It is incumbent on the permittee to comply with all items checked and with the terms of any other City permits issued:

☐ Provide a traffic control plan to the City for review and approval. ☐ Coordinate work with all applicable utility companies.  
☐ Barricade and sign sidewalks & parking spaces in advance of their use. ☐ Tree removal/replacement per City Planning Dept approval process.  
☐ Contact the city inspector at 503.793.1630 for pre and post inspections, questions and/or pre-pour and final concrete inspections.

Related City permits:

Expiration Date: ☐ 60 DAYS ☐ 90 DAYS Other ROW Permit No. RW  
Details given to customer: ☐ OC Std Dwg No. 504A ☐ OC Std Dwg No. 508 ☐ OC Std Dwg No. 509 ☐ Other


Issued by:

Date:

\*Application for Special Event will be required simultaneously.

**THIS PERMIT NUMBER RWOBS-19-00038 IS ISSUED AND ACCEPTED SUBJECT TO THE FOLLOWING PROVISIONS:**

1. Permittee agrees to save, keep and hold harmless the City of Oregon City, its officers, agents and employees from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damage to property, or of personal injury received by reason of or in the course of performing work authorized by this permit which may be occasioned by any act or omission of the permittee, his agents or employees. The City will not be liable for any accident, loss or damage to the work prior to its completion and acceptance.
2. Permit is void 60 days after date of issue unless otherwise noted. A time extension shall be requested not less than 24 hours prior to expiration.
3. Concrete curb, sidewalk, gutters, driveway approaches, alley entrances, paving repairs, etc. shall be constructed per City Standards ([www.orcity.org/public-works/standards.htm](http://www.orcity.org/public-works/standards.htm)).
4. A copy of this permit shall be kept at the work site.
5. Work authorized by this permit includes removal and replacement of improvements as necessary.
6. Oregon law requires that the rules adopted by Oregon Utility Notification Center be followed. Those rules are set forth in OAR 952-001-0010 to 0090. You may obtain copies of the rules by calling the center or online at [www.callbeforeyoudig.org](http://www.callbeforeyoudig.org). Call before you dig - Portland Metro Area 811 or 503-246-6699.
7. Permittee shall adequately safeguard all excavations and obstructions with barricades, lights and/or other suitable safety devices per the current "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" ([mutcd.fhwa.dot.gov/](http://mutcd.fhwa.dot.gov/)), Federal Highway Administration and follow all OSHA rules and regulations. If the permittee fails to adequately safeguard the public, the City shall place barricades and lights at the expense of the permittee. Placement of safety devices by the City shall not relieve the permittee from liability.
8. Permittee shall coordinate **24 hours in advance of any street closure** with **Oregon City Code Enforcement at 503.496.1559** for each day any street is to be closed.
9. Fire Department access to fire hydrants shall be maintained at all times.
10. Permittee shall be responsible for preserving construction survey stakes and marks for the duration of their usefulness.
11. Construction water shall not be taken from a fire hydrant until a fire hydrant permit has been obtained from the Public Works Operations Center, 122 S. Center Street, 503.657.8241.
12. A minimum of **72 hours' advance notice** must be given for inspection requests (exclusive of Saturdays, Sundays and holidays).
13. Forms and subgrade must be inspected and approved before ordering Portland Cement Concrete or Asphaltic Concrete. Failure to obtain approval before proceeding with work may be cause for rejection. Any work to be done on a Saturday or holiday **MUST** be approved by the City at least 24 hours in advance.
14. Any work done without proper inspections will be subject to rejection. Permittee shall request inspections when: (1) forms are complete/ready for concrete; (2) subgrade is compacted and ready for pavement or concrete; (3) excavation is started; (4) sewers are ready for testing; (5) backfill compaction is in progress; (6) temporary resurfacing has been placed; (7) all work authorized by this permit has been completed; and (8) any time assistance is needed to assure compliance with City requirements. Reinspections required due to site or work not being ready for inspection when scheduled or for the replacement of defective work, shall be done at the expense of the permittee.
15. Asphalt pavement, including resurfacing, shall be constructed of Level 2, 1/2-inch dense HMAC ODOT asphalt concrete for the roadway.
16. Curbs with depressions for vehicular access will not be accepted until a standard driveway approach has been constructed at each depression. Where none exists, a sidewalk adjoining such driveway approaches shall be constructed.
17. Final approval of any work will not be given until construction debris and excess material is removed and parkways are graded to conform to the standard street section and planted as appropriate to match existing.
18. Failure to secure permits for previous work or failure to pay fees due on previous permits shall render the applicant, permittee or employees ineligible for any other City permit until such fees and penalties are paid.
19. Any applicant or contractor who has done work in public rights-of-way not in conformance with City Standard Specifications, Standard Drawings or Special Provisions, or who violates the City Code shall be ineligible to do work in public rights-of-way until such deficiency has been corrected to the satisfaction of the City Engineer.
20. Construction hours: Monday-Friday 7am to 6pm, Saturdays 9am to 6pm. **NO** work shall be done on Sundays.
21. Contractors shall have an Oregon City Business License and/or a Metro Contractor's License and required contractors' licenses.
22. Permittee shall remain responsible for satisfactory workmanship and material for two years after acceptance of improvements authorized by this permit.

I AGREE TO COMPLY WITH THE PERMIT AND ALL ABOVE-REFERENCED CONDITIONS	
Applicant's Signature: 	Date: 11/06/19
Applicant's Printed Name: MARK ZAWADZKI	Title/Organization: OWNER

**AFTER RECORDING RETURN TO:**

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

**City Resolution No.:** 20-01 **Public Works Permit No.:** RWOBS-19-00038

**Street Address:** 710 3rd Avenue, Oregon City, OR 97045

**Tax Map & Lot:** 3-1E-01AA-00501 **PROPERTY OWNER:** Mark Zawadzki

**DECLARATION OF COVENANT OF MAINTENANCE, RELEASE AND INDEMNITY**

This COVENANT OF MAINTENANCE, RELEASE AND INDEMNITY ("**Covenant**") is made between

Mark Zawadzki, hereinafter referred to as "**Permittee**", and the CITY OF OREGON CITY, a municipal corporation of the State of Oregon formed pursuant to ORS Chapter 457 (the "**City**").

**RECITALS**

A. Permittee is/are the owner(s) 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

710 3rd Avenue, Oregon City, OR 97045 (address or tax lot),  
(the "**Property**").

B. Permittee has applied for City right-of-way permit ("**Permit**") to maintain a permanent obstruction that is regulated and governed by Oregon City Municipal Code Chapter 12 *Streets, Sidewalks and Public Places*, Section 12.04.120 *Obstructions Permit required*.

C. The City has approved the Permit through adoption of **Resolution No.** 20-01  
(**Exhibit B** attached hereto) allowing the following:

Wall ("**Obstruction**").

*Description of the obstruction*

within the public right-of-way as shown in the "Site Plan" **Exhibit C** attached to this Covenant. The Obstruction is solely for the Property, contingent on Permittee providing this maintenance covenant and release to the City for all activities undertaken pursuant to the Permit issued by the City pursuant to Oregon City Municipal Code section 12.04.120 *Obstructions Permit required*, which requires Permittee to maintain, and release the City from all damages resulting from, the approved permanent obstruction in the right-of-way.

D. To protect owners of neighboring properties, the City requires the Permittee to enter this Covenant as a condition to the City's approval of building permits.

**COVENANT**

NOW, THEREFORE, Permittee covenants as follows:

In consideration of the issuance of the City Resolution and Permit, the undersigned ("**Permittee**") hereby covenants and agrees to the following terms:

**1. Covenant to Maintain, Repair and Remove.** Permittee shall, at their sole expense (no cost to the City), themselves or through qualified independent contractors, at all times maintain the Obstruction in safe condition and good repair, and in compliance with all applicable state and local rules, regulations, and guidelines (including those adopted from time to time by the City) for the general public or remove the Obstruction as directed by the City (the City may at any time for any reason provide a thirty (30) day notice for removal of the Obstruction). Permittee or their representatives, shall obtain proper permits or approvals from the City and shall notify the City in writing 24 hours prior to any construction or repair activities for Obstruction. Furthermore, in the event Permittee fails to comply with this Covenant, Permittee hereby agrees that the City may remove or maintain said Obstruction immediately. Permittee agrees to reimburse City for costs incurred by City when complying with this Covenant as described in Section 3 below.

**2. Failures to Perform Covenant.** Except in the case of emergency, if the City determines that Permittee is not in compliance with the Covenant described in Section 1, the City or its designee shall give the Permittee written notice to perform maintenance or repair or removal work specified in the notice. If such work is not performed to the City's satisfaction within 30 days of notice, Permittee hereby grants to the City, their employees, independent contractors and designees the right to perform any and all work required to bring said Obstruction into compliance with Section 1 and Permittee hereby agrees to reimburse City for performing work as described in Section 3 below. Permittee agrees that the City or its designee may perform any emergency repair work, as determined by City, without prior notice to Permittee and that Permittee will reimburse City for emergency work as described in Section 3 below.

**3. City Under No Obligation.** The City, as well as its departments, employees, independent contractors and/or designees shall have no obligation to exercise its rights under this Covenant, including the right under Sections 1 of this Covenant, to perform the work required of the Permittee or to perform any other maintenance or repair of the Obstruction. In addition, neither the City, nor any of its departments, employees, independent contractors and/or designees shall have any liability to Permittee in connection with the exercise or non-exercise of such rights, the maintenance or repair of the Obstruction, or the failure to perform the same.

**4. Reimbursement.** If City exercises its right to maintain or repair or remove the Obstruction pursuant to Section 1 and/or Section 2, Permittee shall reimburse the City for all costs and expenses incurred in connection therewith within 30 days of receipt of an invoice. If any Permittee fails to pay invoiced amount within such period, such amount shall thereafter accrue interest at a per annum rate equal to prime rate of U.S. Bank (or its successor) plus five percent (5%). Such amount, together with any interest that has accrued, shall be a lien on the Property, which may be foreclosed in accordance with ORS Chapter 88. If Property is owned by more than one person, then each such Permittee shall be jointly and severally liable for payment of the amounts provided for in this Section 4.

**5. Liability Coverage.** Owners agree to maintain appropriate insurance liability coverage, naming the City as additional insured, per current City policy limit minimums. This includes liability for any condition or activity whether known or unknown, anticipated or unanticipated, during the time of this agreement.

**6. Release.** Permittee does hereby release and forever discharge the City of Oregon City, and its City Commissioners, officers, agents, volunteers and employees (collectively “Indemnitees”) from all claims, liability, loss and demands of whatever kind or nature, either in law or in equity, arising from or related to Permittee’s activity described above and/ or otherwise authorized by the Permit. Without limiting the generality of the foregoing, Permittee understands and agrees that this Covenant discharges each of the Indemnitees from any liability or claim that Permittee may have against any of them with respect to any bodily injury, personal injury, illness, death, or property damage that may arise from or relate to Permittee’s activity described above and/or otherwise authorized by the City’s Decision. Permittee hereby expressly and specifically assumes the risk of injury or harm or damage to person or property with respect to the activity described above or otherwise authorized by the Permit, whether caused by the negligence of any of the Indemnitees or otherwise.

**7. Indemnity.** Permittee hereby agrees to indemnify, defend (with legal counsel acceptable to the Indemnitees) and hold the Indemnitees harmless from all claims, liability, loss, damage, cost or expense, including but not limited to attorney fees and court costs, that the Indemnitees may sustain or incur arising from or relating to Permittee’s activity described above and/or otherwise authorized by the Permit. The foregoing indemnity shall include but not be limited to any claims, liability, loss, damage, cost or expense due to any bodily injury, personal injury, illness, death, or property damage arising from or related to Permittee’s activity described above and/or otherwise authorized by the Permit. In the event that a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under U.S. Bankruptcy Code, is instituted to interpret or enforce any provision of this Covenant, or with respect to any dispute relating to this Covenant, including, without limitation, any action in which a declaration of rights is sought or an action for rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys’, paralegals’, accountants’, and other experts’ fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial or arbitration, as the case may be, or on any appeal or review, in addition to all other amounts provided by law. This provision shall cover costs and attorneys’ fees related to or with respect to proceedings in Federal Bankruptcy Courts, including those related to issues unique to bankruptcy law.

**8. Run with the Land.** The parties’ rights and obligations contained herein shall run with the land and inure to the benefit of, and shall be binding upon, the City and Permittee and their respective successors and assigns (including, without limitation, subsequent owners of the Property or lots in the Property and any homeowner’s association owning common areas in the Property).

**9. Interpretation.** The undersigned agrees that this Covenant is intended to be as broad and inclusive as is permitted by the laws of Oregon, and that if any portion of this Covenant is held invalid, it is agreed that the remaining portion shall continue in full force and effect.

**10. Enforcement.** In the event the City is required to enforce the provisions of this Covenant by legal action, the City shall be entitled to recover its attorney fees and court costs incurred in any such action and in connection with any appeals thereof.

**11. Authority.** In the event the undersigned is a limited liability company, corporation or other organization, the individual signing below represents and warrants he/she has authority to execute this Covenant on behalf of such organization.

**12. Binding Effect.** The indemnity described in Section 7, shall be binding upon Permittee’s agents, guests, licensees, heirs, personal representatives, executors, successors and assigns.

**13. Jurisdiction.** In the event of any dispute between the undersigned and any or all of the Indemnitees, such dispute shall be governed by Oregon law and the exclusive jurisdiction for such dispute shall be the State courts for the State of Oregon, and the exclusive venue for such dispute shall be Clackamas County, Oregon.

14. **Compliance with Laws.** Permittee shall comply with all laws, ordinances and regulations, and the terms of any permit issued by the City, applicable to Permittee in connection with Permittee's activity described above.

IN WITNESS WHEREOF, the PERMITTEE has executed this instrument this 18 day of November, 2019. The person(s) whose name(s) is/are subscribed to the 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.

[Signature Page(s) Follow]

PERMITTEE: Mark Zawadzki

As shown on Page 1 (name of organization or individual property owner(s))

Signature No. 1

Mark Zawadzki

Signer's printed name

Title (if applicable)

Signature No. 2

Signer's printed name

Title (if applicable)

STATE OF OREGON )

County of Clackamas )

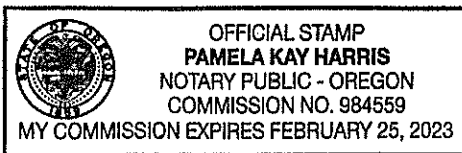
This record was acknowledged before me on (month & day) November 18, 2019

by Mark Zawadzki, as Property Owner  
Signer's printed name Title (write "N/A" if not applicable)

of N/A  
Name of Corporation on whose behalf record is executed (write "N/A" if not applicable)

Stamp notary seal:

WITNESS my hand and official seal.



Pam Harris  
Signature of Notary Public

My commission expires: 2/25/23

Accepted on behalf of the City of Oregon City:

By: John M. Lewis, Public Works Director

Attest: Kattie Riggs, City Recorder

Insert exhibits on separate subsequent sheets.

Exhibit A is a legal description of the subject property provided by a professional land surveyor, stamped with their seal, and having a 1/8th-inch or larger font size (8.5-inch by 11-inch page).

Exhibit B is the signed Resolution having a 1/8th-inch or larger font size (8.5-inch by 11-inch page is preferred).

Exhibit C is a site plan having a 1/8th-inch or larger font size (8.5-inch by 11-inch page).

**NOTE:**

**Please remit the required processing and recording fee with this document submittal.**

**Photostatic copies of reduced tax maps may not meet the above described map requirements – verify with the Clackamas County Recorder.**

**All pertinent documents must be approved and processed by the City of Oregon City prior to the recording of partition & subdivision plats by the Clackamas County Surveyors Office – allow ample time for the City to process this document.**



## **Exhibit A**

### **Legal Description**

Commonly known as: 710 3<sup>rd</sup> Avenue, Oregon City, OR 97045; APN 3-1E-01AA-00501

Legal description: **6 Canemah Lot 3 Block 12**

# Exhibit B

## RESOLUTION NO. 20-01

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### A RESOLUTION TO ALLOW A RETAINING WALL AS REVOCABLE RIGHT-OF-WAY OBSTRUCTION WITHIN THE RIGHT-OF-WAY AT 710 3rd AVENUE (TAX LOT 3-1E-01AA-00501), OREGON CITY, CLACKAMAS COUNTY, OREGON

**WHEREAS**, a new residence is proposed for construction at 710 3rd Avenue ("PROPERTY"); and

**WHEREAS**, the PROPERTY owner, due to the topography and geologic hazard conditions of the site, seeks the utilization of a retaining wall ("WALL") to provide a driveway which connects the garage and the entrance of the new residence to existing right-of-way for vehicular and pedestrian access; and

**WHEREAS**, the WALL shall be designed per City standards; and

**WHEREAS**, Oregon City Public Works staff has determined that the WALL would not constrain the current public use of 3rd Avenue; and

**WHEREAS**, the Oregon City Municipal Code 12.04.120 requires that permanent obstructions in a public street (or alley) right-of-way be approved by the City Commission by passage of a resolution; and

**WHEREAS**, following the resolution passage, Oregon City Public Works will issue a "Revocable Right-of-Way Obstruction Permit", RWOBS-19-00038, for the WALL; and

**WHEREAS**, following the resolution passage, Oregon City Public Works will record, with Clackamas County, a Declaration of Covenant of Maintenance, Release, and Indemnity for the WALL provided by the property owner; and

### NOW, THEREFORE, OREGON CITY RESOLVES

**Section 1.** To authorize the City Engineer to issue a Revocable Right-of-Way Obstruction permit, RWOBS-19-00038, for the WALL in the right-of-way adjacent to the PROPERTY.

**Section 2.** Approval of Resolution No. 20-01, which will take effect immediately upon its adoption.

Approved and adopted at a regular meeting of the City Commission held on the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
DAN HOLLADAY, Mayor

Attested to this       day of       :

Approved as to legal sufficiency:

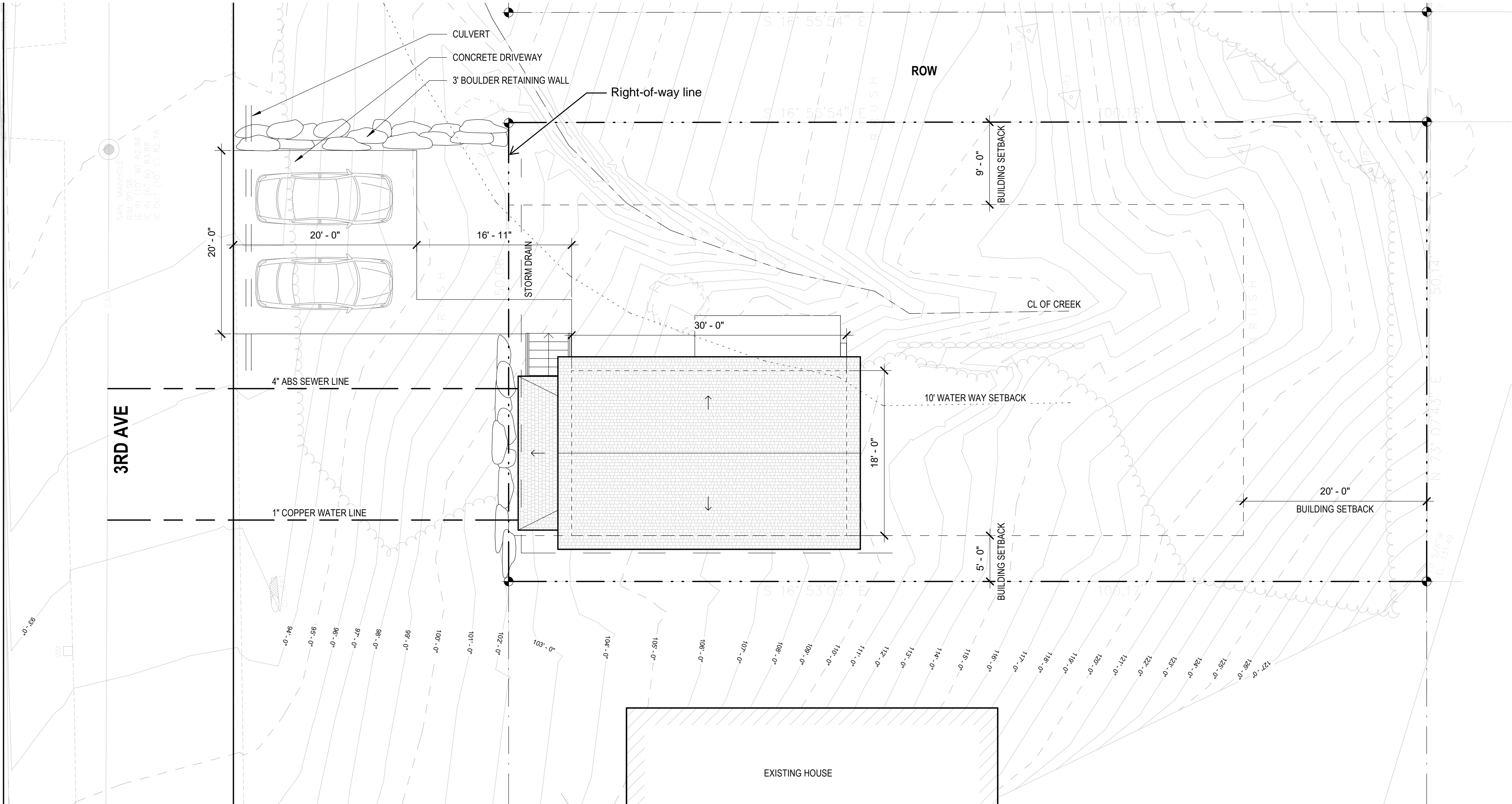
\_\_\_\_\_  
Kattie Riggs, City Recorder

\_\_\_\_\_  
City Attorney

Exhibit C  
Site Plan

NOT FOR  
CONSTRUCTION

CANEMAH HOUSE 3  
3RD AVE  
OREGON CITY, OR, 97045



**LOT COVERAGE:**  
LOT AREA: 5,000 SQ. FT.  
  
HOUSE AREA: 939 SQ. FT.  
(INCL. OVERHANG)  
DRIVEWAY: 400 SQ. FT.  
WALK: 64 SQ. FT.  
STAIR: 28 SQ. FT.  
DECK: 96 SQ. FT.  
STORM DRAIN: 42 SQ. FT.  
  
1569 SQ. FT. / 5,000 SQ. FT. = **31.38%**  
  
**LEGAL DESCRIPTION:**  
TAX LOT 501  
--- THIRD AVE.  
OREGON CITY, OR 97045  
CLACKAMAS COUNTY  
WR-01-23  
MAP 3S-1E-1AA  
  
**BUILDER:**  
MARK ZAWADZKI  
(503) 806-0807  
  
**NOTES:**  
1. DISPOSE OF STORMWATER  
PER OREGON CITY DIRECTION.



Revisions:		
No.	Date	Description

**RECEIPT (REC-006324-2019)  
FOR CITY OF OREGON CITY**

**BILLING CONTACT**  
Mark Zawadski



Payment Date: 11/08/2019

Reference Number	Fee Name	Transaction Type	Payment Method	Amount Paid
RWOBS-19-00038	ROW Long-Term Obstruction Application Review	Fee Payment	Credit Card	\$52.00
	ROW Long-Term Obstruction Plan Review	Fee Payment	Credit Card	\$111.00
	ROW Obstruction Resolution Doc Process and Admin	Fee Payment	Credit Card	\$217.00
710 3Rd Ave Oregon City, OR 97045			SUB TOTAL	\$380.00
TOTAL				\$380.00