

BEFORE THE METRO COUNCIL

AUTHORIZING THE CHIEF OPERATING OFFICER TO CONVEY A PORTION OF PROPERTY ADJACENT TO THE METRO SOUTH TRANSFER STATION TOGETHER WITH CERTAIN RELATED EASEMENTS FOR THE PURPOSE OF ROADWAY IMPROVEMENTS UNDERTAKEN BY THE CITY OF OREGON CITY

RESOLUTION NO. 10-4162

Introduced by Chief Operating Officer Michael J. Jordan, with the concurrence of Council President David Bragdon

WHEREAS, the city of Oregon City, Oregon (“the City”) has undertaken to improve Oregon Highway 213 from Interstate Highway 205 to Redland Road, including improvements along Washington Street near the Metro South Transfer Station; and

WHEREAS, in pursuit of such road improvements, the City requires the acquisition of certain property owned by Metro adjacent to the Metro South Transfer Station to construct improvements on Washington Street; and

WHEREAS, in September 2009 the City provided Metro with an initial written offer to purchase the subject property, as well as acquiring certain temporary construction and permanent easements for the project; and

WHEREAS, following the receipt of such offer, Metro staff and City staff undertook discussions regarding the project to address concerns of Metro related to continued access to the transfer station from Washington Street; and

WHEREAS, Metro staff and City staff have reached agreement on the terms of the City’s acquisition of property from Metro, including provisions for the continued access of the South Transfer Station from Washington Street; and

WHEREAS, the parties are in agreement that the just compensation for the property and related easements is the sum of \$190,000; and

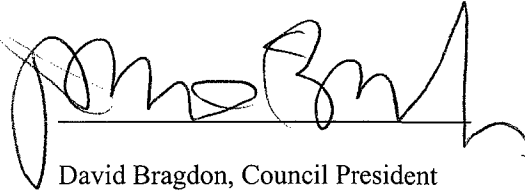
WHEREAS, Metro and the City are also in agreement that public interest for further public improvements in the project vicinity is best achieved by the City retaining the payment that would otherwise be made to Metro for the Metro property and easements, and that in lieu of Metro receiving such compensation directly, an amount equal to such compensation shall be directed by the City to a restricted account to be used solely for the purpose of furthering public improvements in the project vicinity; and

WHEREAS, Metro and the City further agree to work collaboratively to identify such appropriate public improvements and also agree that funds for such improvements shall be released from the restricted account only after the mutual written agreement of both the City and Metro; and

WHEREAS, Metro Code 2.04.026 requires the Chief Operating Officer obtain the authorization of the Metro Council prior to execution of any agreement by which Metro transfers real property which it owns; now therefore,

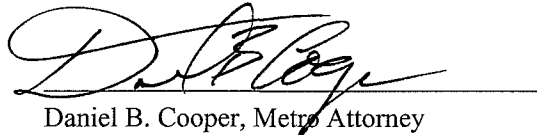
BE IT RESOLVED that the Metro Council hereby authorizes the Chief Operating Officer to enter into a Settlement Agreement in a form substantially similar to that attached as Exhibit A and to execute the Dedication Deed, the Slope Easement and the Temporary Construction Easement, attached thereto.

ADOPTED by the Metro Council this 8<sup>TH</sup> day of JULY 2010.

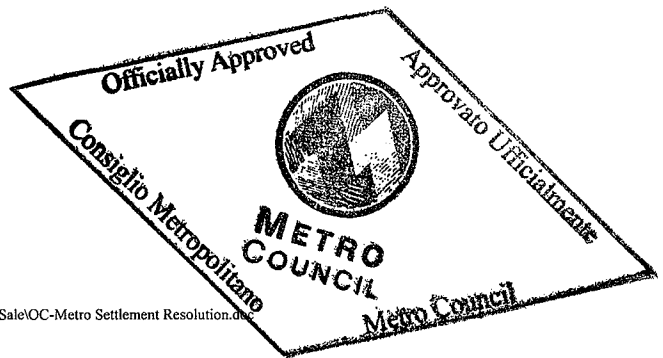


David Bragdon, Council President

Approved as to Form:



Daniel B. Cooper, Metro Attorney



M:\attorney\confidential\09 Solid Waste\04 Metro South Station\26 Potential Oregon City Real Estate Sale\OC-Metro Settlement Resolution.doc

## STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 10-4162, FOR THE PURPOSE OF AUTHORIZING THE CHIEF OPERATING OFFICER TO CONVEY A PORTION OF PROPERTY ADJACENT TO THE METRO SOUTH TRANSFER STATION TOGETHER WITH CERTAIN RELATED EASEMENTS FOR THE PURPOSE OF ROADWAY IMPROVEMENTS UNDERTAKEN BY THE CITY OF OREGON CITY

---

Date: June 1, 2010

Prepared by: Paul Ehinger  
503-797-1789

### BACKGROUND

The City of Oregon City is undertaking a roadway project to reduce congestion on Highway 213 where it intersects with Washington Street. The project requires the acquisition of property that is part of the Metro South Transfer Station site. Metro and Oregon City have been in negotiations over both the impacts of the project on transfer station operations, and the conditions for the purchase of Metro property. The outcome of these negotiations is contained in the Settlement Agreement attached to Resolution No. 10-4162.

Currently, Metro uses two access points for transfer station operations at Metro South. The southern access point is the facility's main entrance for both commercial and self-haul customers, as well as for customers of the household hazardous waste facility. Commercial customers requiring reweighing to complete their transactions, and all self-haul customers also use this driveway to exit the facility. This entry/exit will be unaffected by the road project.

The northern access point is used by Metro's Waste Transport Contractor's vehicles (tractor-trailer combinations 73 feet 4 inches in length) for both entering and exiting the facility from the north, as well as for commercial vehicles exiting the facility which do not have to reweigh after unloading. It was this access point that was a subject of negotiations.

As originally proposed, the project might have eliminated the northern access point to Metro South. This would have required rerouting transfer trucks through the southern main entrance to exit the facility together with significant commercial traffic currently exiting through the northern point. In addition to creating significant onsite impacts (particularly the mingling of transfer and self-haul vehicles), transfer vehicles would be unable to make the left hand turn required to directly access I-205 due to the vehicles' size. As there was no viable alternative route available from a right hand turn, this issue needed to be resolved.

The Settlement Agreement contains resolution of this issue by modifying the proposed median on the realigned Washington Street. Transfer vehicles and commercial trucks exiting the station from the northern access point can make a left hand turn, and utilize a "Jughandle" cloverleaf that will pass under Hwy 213, then allowing a right turn on the northern side to get on I-205. Only left in turns are prohibited in the final settlement, which should not impact operations. Use of the northern entrance will be monitored to ensure its compatibility with the new Washington Street configuration.

The Settlement Agreement establishes a restricted city fund containing the compensation Metro would have received for its property (\$190,000). Both parties felt it was in the public interest to utilize these funds for the purpose of furthering public improvements in the project vicinity that will also enhance the

value of the transfer station property. The expenditure of these funds will require the mutual agreement of Metro and Oregon City. This innovative arrangement is consistent with the Regional Center designation that encompasses the Metro South site on the 2040 Growth Concept Map, as well as Metro's historical relationship with Oregon City.

## **ANALYSIS/INFORMATION**

### **1. Known Opposition**

None.

### **2. Legal Antecedents**

None.

### **3. Anticipated Effects**

Minimal impacts on transfer station operations

Foster and promote existing partnership relationship between Metro and the City of Oregon City

### **4. Budget Impacts**

None.

## **RECOMMENDED ACTION**

Adopt Resolution No. 10-4162.

PE:CG:gbc  
S:\REM\geyer\MSS\staffreportjughandle2.doc

## SETTLEMENT AGREEMENT

DATE: May\_\_\_\_, 2010

BETWEEN: The City of Oregon City

AND: Metro, an Oregon Metropolitan service district  
2001 Washington Street, Oregon City, Oregon

### I. PARTIES

This Settlement Agreement is entered into by and among the following parties (hereinafter, the "Parties"):

- 1.1. City of Oregon City ("City")
- 1.2. Metro (an Oregon metropolitan service district and municipal corporation)

### II. DEFINITIONS

- 2.1 "Agreement" means this Settlement inclusive of all terms, conditions, attachments, and exhibits.
- 2.2 "Metro Property" means that property located at Tax Lot 904, Map 2-2E-29 in the City of Oregon City, Clackamas County, Oregon as shown in the map attached to this Agreement as Exhibit A.
- 2.3 "Roadway Project" means the City's OR 213 transportation improvements project along OR 213 from I-205 to Redland Road including improvements along Washington Street and Clackamas River Drive.

### III. RECITALS

- 3.1 The City of Oregon City's Roadway Project includes improvements to Washington Street.
- 3.2 As part of the Roadway Project the City has declared by resolution the necessity of the Roadway Project and the need to acquire a portion of the Metro Property to construct the improvements on Washington Street, the "Acquisition Property" as described and illustrated on Exhibit B to this Agreement.
- 3.3 Pursuant to ORS 35.346, on September 9, 2009, the City made an initial written offer to purchase the Acquisition Property in the appraisal for \$190,000 as just compensation, including all compensable damages, if any, to the remaining Metro Property.

- 3.4 The City will acquire the Acquisition Property by deed (Exhibit A-1), permanent slope easement (Exhibit A-2), and temporary construction easement (Exhibit A-3), copies of which are attached hereto and incorporated in by reference as Exhibit A to this Agreement.
- 3.5 As part of the Roadway Project, Washington Street will be realigned. The Roadway Project will include a signalized intersection and realignment of Washington Street near and in front of the Metro Property.
- 3.6 Metro operates a transfer and recycling center on the Metro Property that uses Washington Street for ingress and egress to this center, the “Metro Facility.”
- 3.7 The Metro Facility has two access locations. One access location is used primarily for transfer trucks and the other is used primarily for vehicle traffic into the facility.
- 3.8 The Roadway Project design originally provided for a median strip at the transfer truck access that prevented any left turn movement in or out of the Metro Facility. As part of negotiations, the Roadway Project has been modified to provide for a median strip that will prohibit a left turn into the Metro Facility access used primarily for the transfer trucks. The access will not be closed, but will be limited to a right-in, right-out and left-out.
- 3.9 The access used primarily for vehicle traffic is not configured to accommodate the transfer truck traffic flow. The Metro Facility already has internal traffic flow issues related to this access
- 3.10 The Acquisition Property is not located at either access location and, specifically, is not at the transfer truck access that is impacted by the traffic median.
- 3.11 Metro and the City agree that safe and efficient travel along Washington Street in the area of Highway 213 is important for the Oregon City regional center.
- 3.12 The right-in, right-out and left-out to Washington Street from the north driveway of the Metro Facility is important for the transfer station operations to providing disposal options to the region.
- 3.13 At the time of this agreement, Metro’s use of its north driveway does not substantially degrade safety or operations along Washington Street. It is anticipated that the proposed changes to Washington Street will not change the safety or operation of Washington Street unless traffic volumes substantially increase along Washington Street or there are other changes in the traffic operation of Washington Street.

#### IV. AGREEMENT

NOW, THEREFORE, it is agreed as follows:

- 4.1 Metro will accept the City's offer of just compensation for the Acquisition Property described in the appraisal and as set out in the legal descriptions attached hereto as Exhibit A -1, A-2, A-3 for the sum total of \$190,000.00. In lieu of Metro receiving said compensation directly, the parties agree that an amount equal to such compensation shall be directed by the City to a restricted account to be used solely for the purpose of furthering public improvements in the project vicinity. The parties agree to work collaboratively to identify such appropriate public improvements and also agree that funds for such improvements shall be released from the restricted account only after the mutual written agreement of both the City and Metro.
- 4.2 Metro agrees to monitor the North driveway for recurring problems with safety or traffic operations at the driveway's intersection with Washington Street. Metro agrees to revise on-site operations including, but not limited to, changing site circulation, restricting certain types of vehicles from use of the North driveway, restricting the facility's hours of operation or other action required by the City engineer in order to mitigate any safety or traffic operation problems.
- 4.3 Pursuant to the City's police power to regulate its roadways for the safety of the traveling public, the City maintains the right to manage access on Washington Street in the future, including regulation of the North driveway.
- 4.4 If the City determines that the North driveway has at any point become a safety hazard or interference to reasonable traffic operations, the City will inform Metro of this concern. The City and Metro will then work to identify a solution to the problem, which could include, but is not limited to, restricting certain types of vehicles from use of the North driveway, limitations of certain vehicle types to certain off-peak hours, or revision of the access configuration by the City. The City acknowledges that Metro will require adequate time to plan and implement changes to the facility to mitigate major changes to the access configuration.
- 4.5 The Roadway Project construction will be managed by OBEC Consulting Engineers and will be required by the Roadway Project construction contract to provide an onsite inspector that will be directed to appraise and keep Metro informed of construction activities related to the Roadway Project. The Inspector will provide Metro with construction updates that may impact traffic interferences with the Metro property. The City will request that the contractor provide Metro with the construction schedule for any construction activities that may impact access to and from the Metro facility. The City shall include in the special provisions of the construction contract that the construction contractor will

maintain ingress and egress at Metro's driveways during hours in which the facility is open to the public. This does not prohibit restriction to access that does not impede all access.

- 4.6 As part of the project, the City will require a temporary construction easement to undertake the construction of improvements necessary for project. (Exhibit A-3). The City shall be solely responsible for the costs of all construction within and use of the Easement Area(s) by City or City's employees, agents, contractors, or invitees. City shall execute all such work promptly and in a good, workmanlike manner. Following completion of any such work, City shall restore the Easement Area(s) at the City's sole cost and expense.
- 4.7 As part of the project the City is acquiring a slope easement. The City shall be solely responsible for the costs of the design, construction, operation, reconstruction, maintenance, and repair of slope within the Slope Easement Area described in Exhibit A-2. City shall execute all such work promptly and in a good, workmanlike manner. Following completion of any such work, City shall restore the Slope Easement Area, except for the improvement completed. The City shall have the responsibility of the functionality of the Slope Easement Area except for the costs of any work undertaken by GRANTOR pursuant to the rights reserved in the slope easement. Notwithstanding the foregoing, however, damage to the Slope Easement Area caused due to the negligence or abnormal use of the Slope Easement Area by either party shall be repaired by the party that caused such damage at its sole expense. Notwithstanding this paragraph, regular maintenance of the property continues to be the responsibility of Metro.
- 4.8 The City of Oregon City shall provide GRANTOR with written notice of the following occurrences, not later than 30 days following such events:  
(i) construction on the property is completed, (ii) the City of Oregon City's final acceptance of the project, and (iii) the City of Oregon City's issuance of a notice to proceed to the contractor for construction of the OR 213 improvements project.

## **V. MISCELLANEOUS PROVISIONS**

- 5.1 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of each of the Party's successors in interest. This Agreement is not executed for the benefit of any third party beneficiaries and no alleged third party beneficiaries shall have any rights or claims hereunder
- 5.2 Entire Agreement. This Agreement contains the entire agreement between the parties. This Agreement shall not be changed in any respect except by a writing executed by authorized representatives of the parties.
- 5.3 Applicable Law. This Agreement shall be governed, construed, and interpreted according to the substantive laws of the State of Oregon.



- 5.4 Neutral Interpretation. This Agreement constitutes the product of negotiations of the Parties, and any enforcement will be interpreted in a neutral manner and not more strongly for or against any party based upon the source of the draftsmanship.
- 5.5 Counterparts. This Agreement may be executed in counterparts and each counterpart shall be considered an original.
- 5.6 Authority: The undersigned acknowledges that they have the request authority to bind the party they are representing.

**METROPOLITAN SERVICE  
DISTRICT OF PORTLAND**

**CITY OF OREGON CITY**

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
By:  
Its:

AFTER RECORDING RETURN TO:

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

Map No.: NE1/4 & NW1/4 Sect 29, Twn 2S, Rng 2E, WM  
Tax Lot No.: 2-2E-29-00904  
Grantor: Metropolitan Service District of Portland, Oregon, METRO

## DEED OF DEDICATION

**KNOW ALL BY THESE PRESENTS, THAT Metro, an Oregon municipal corporation, that took title as Metropolitan Service District of Portland, Oregon, hereinafter called the GRANTOR, does hereby grant unto the City of Oregon City, hereinafter called the CITY, its successors in interest and assigns, all the following real property in the County of Clackamas, State of Oregon, to be used and held by the CITY for street, road, right-of-way, and public utility purposes, bounded and described as follows, to wit:**

See attached EXHIBIT A Legal description and  
attached EXHIBIT B Sketch for Legal Description

TO HAVE AND TO HOLD, the above described and granted premises unto the said CITY, its successors in interest and assigns forever.

The true consideration of this conveyance is for other valuable consideration, the receipt of which is hereby acknowledged by GRANTOR.

And the GRANTOR above named hereby covenants to and with the CITY, and the CITY's successors in interest and assigns that GRANTOR is lawfully seized in fee simple of the above named premises, free from all encumbrances except those set forth on the attached EXHIBIT C.

In construing this deed and where the text 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 GRANTOR has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2010; it has caused its name to be signed by its officers, duly authorized thereto by order of its council.

**NOTICE: No stamp or corporate seal is allowed over any typed information.**

METRO

\_\_\_\_\_  
Michael Jordan, Chief Operating Officer

**NOTICE TO NOTARIES: No notary stamp or corporate seal is allowed over any typed information.**

Personal Acknowledgment  
STATE OF OREGON )

County of \_\_\_\_\_ ) ss.

Personally appeared the above named  
\_\_\_\_\_ and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:  
NOTARY PUBLIC FOR OREGON

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary's signature  
My Commission Expires: \_\_\_\_\_  
Stamp seal below

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Grantor's Name and Address)

**City of Oregon City**  
**P.O. Box 3040**  
**625 Center Street**  
**Oregon City, OR 97045-0304**  
\_\_\_\_\_  
(Grantee's Name and Address)

Accepted on behalf of the City of Oregon City on the condition that the dedication conveyed is free and clear from taxes, liens, and encumbrances.

Mayor  
\_\_\_\_\_

City Recorder  
\_\_\_\_\_

Corporate Acknowledgment  
STATE OF OREGON )

County of \_\_\_\_\_ ) ss.

Personally appeared \_\_\_\_\_ and \_\_\_\_\_ who being duly sworn, each for himself and not one for the other did say that the former is the \_\_\_\_\_ president and that the latter is the \_\_\_\_\_ secretary of \_\_\_\_\_, a corporation, and that the seal affixed to the foregoing instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

NOTARY PUBLIC FOR OREGON

\_\_\_\_\_  
Notary's signature  
My Commission Expires: \_\_\_\_\_  
Stamp seal below

**Fee**

A parcel of land lying in the NE¼ of Section 29 and the NW¼ of Section 29, Township 2 South, Range 2 East of the W.M., Clackamas County, Oregon and being a portion of those certain tracts of land described in that Warranty Deed – Statutory Form to Metropolitan Service District of Portland, Oregon recorded June 30, 1977 in Instrument Number 77-25593, of the Official Records of Clackamas County, Oregon.

Said parcel being that portion of said property included in a strip of land variable in width, lying on the Northwestern side of the center line of relocated Washington Street, which center line is described as follows:

Beginning at Engineer's center line Station "W" 250+02.92, said Station being North 66°48'26" East, 1941.22 of the Quarter Corner common to Sections 20 and 29, Township 2 South, Range 2 East of the W.M, thence South 29°57'00" West 812.61 feet; thence along a 1527.89 foot radius curve to the right (the long chord of which bears South 36°55'36" West, 371.17 feet) 372.09 feet; thence South 43°54'12" West 497.33 feet; thence along a 593.23 foot radius curve to the left (the long chord of which bears South 25°43'23" West, 370.19 feet) 376.47 feet; thence South 07°32'33" West 39.02 feet; thence along a 739.30 foot radius curve to the right (the long chord of which bears South 38°45'17" West, 766.22 feet) 805.47 feet; thence South 69°58'00" West 183.94 feet to Engineer's center line Station "W" 280+89.86, said station being South 00°15'46" West 1627.38 feet from said Quarter Corner common to Sections 20 and 29.

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

Station	to	Station	Width on Northwestern Side of Center Line
"W" 268+78.00		"W" 269+82.00	35.00 in a straight line to 41.00
"W" 269+82.00		"W" 271+51.00	41.00 in a straight line to 33.50
"W" 271+51.00		"W" 272+80.00	33.50 in a straight line to 48.00
"W" 272+80.00		"W" 274+09.00	48.00 in a straight line to 48.00
"W" 274+09.00		"W" 275+25.00	48.00 in a straight line to 47.19

ALSO that portion of said tract described by that certain instrument in said Instrument Number 77-25593, of the Official Records of Clackamas County, Oregon, lying easterly of said center line.

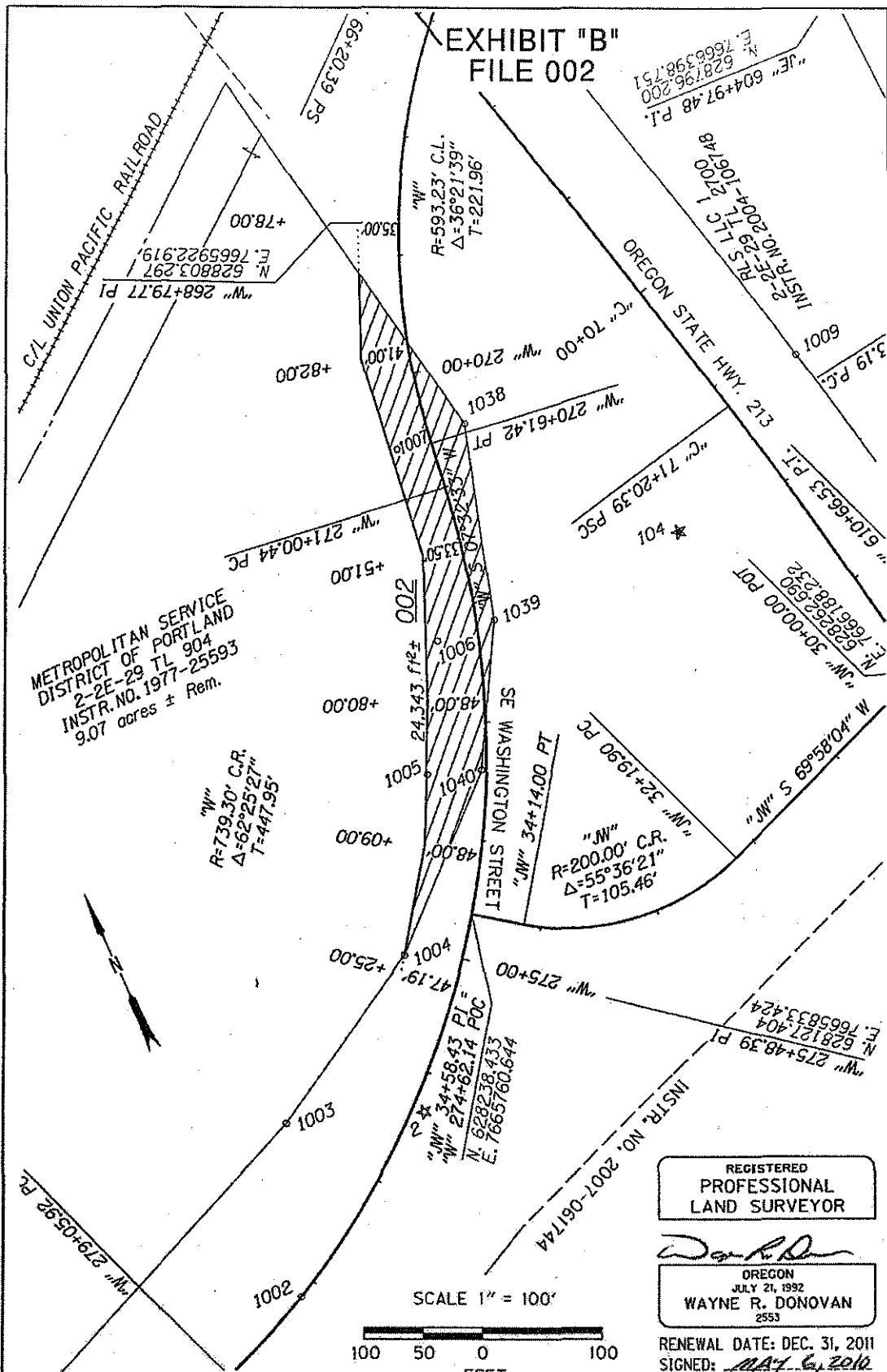
Bearings are based upon the Oregon State Plane Coordinate System 1983 (CORS 96)  
Epoch 2002, North Zone.

This parcel of land contains 24,343 Square Feet, more or less.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Wayne R. Donovan*  
OREGON  
JULY 21, 1992  
WAYNE R. DONOVAN  
#2553

RENEWAL DATE: 12/31/11  
SIGNED: *Wayne R. Donovan* 05/06/2010



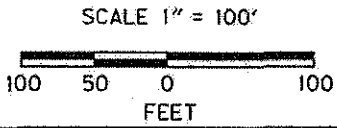
**EXHIBIT "B"  
FILE 002**

METROPOLITAN SERVICE  
DISTRICT OF PORTLAND  
2-2E-29 TL 904  
INSTR. NO. 1977-25593  
9.07 acres ± Rem.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Wayne R. Donovan*  
OREGON  
JULY 21, 1992  
WAYNE R. DONOVAN  
2553

RENEWAL DATE: DEC. 31, 2011  
SIGNED: *MAY 6, 2010*



I:\Projects\0019\0019098\001909803\Survey\Final\16322rw.dgn

<b>CITY OF OREGON CITY</b>			
SECTION	OR 213; I-205 TO REDLANDS ROAD O'XING JUG HANDLE IMPROVEMENTS		
DRG. NO.	FILE 002	METRO	
HIGHWAY	OR 213	KEY NO.	16322
COUNTY	CLACKAMAS COUNTY		
SCALE :	1"=100'	DATE :	MAY 6, 2010

**LEGEND**  
 Fee 24,343 ft<sup>2</sup> ±



*AFTER RECORDING RETURN TO:*

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

Map No.: NE1/4 & NW1/4 Sect 29, Twn 2S, Rng 2E, WM  
Grantor: Metropolitan Service District of Portland, METRO  
Tax Lot No.: 2-2E-29-00904

## CITY OF OREGON CITY, OREGON SLOPE EASEMENT

KNOW ALL BY THESE PRESENTS, THAT Metro, an Oregon municipal corporation, that took title as Metropolitan Service District of Portland, Oregon, 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 easement and right-of-way, including the permanent right to construct, reconstruct, operate, and maintain a Slope Easement on 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.

This Slope Easement is granted for the purpose of design, construction, operation, reconstruction, maintenance, and repair of slope. CITY shall be solely responsible for the costs of the design, construction, operation, reconstruction and repair of slope within the Slope Easement Area described in Exhibit A. CITY shall execute all such work in a good, and workmanlike manner. Following completion of any such work, CITY shall restore the Slope Easement Area except for the improvement completed. GRANTOR shall have no liability or responsibility for maintaining the improvements placed in the Slope Easement Area. Notwithstanding the foregoing, however, damage to the Slope Easement Area caused due to the negligence or abnormal use of the Slope Easement Area by either party shall be repaired by the party that caused such damage at its sole expense.

Uses undertaken by the GRANTOR shall not be inconsistent or interfere with the use of the subject Slope Easement area by the CITY. No building or utility shall be placed upon, under, or within the property subject to the foregoing Slope Easement during the term thereof, however, without the written permission of the CITY.

Nothing contained in this Slope Easement shall be construed as requiring the CITY, its successors in interest or assigns to maintain slope or other surface or subsurface improvement made or constructed by or on behalf of the GRANTOR, its heirs, successors in interest or assigns as required by development

The true consideration of this conveyance is for other valuable consideration, the receipt of which is hereby acknowledged by GRANTOR.

And the GRANTOR above named hereby covenants to and with the CITY, and CITY'S

Page 1 of 3

*Slope Easement*

successors in interest and assigns that GRANTOR is lawfully seized in fee simple of the above granted premises, free from all encumbrances, except encumbrances, easements, restrictions and rights-of-way of record and those common and apparent on the land, and that GRANTOR, GRANTOR'S heirs, and personal representatives shall warrant and forever defend the premises 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.

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 GRANTOR has executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 2010; it has caused its name to be signed by its officers, duly authorized thereto by order of its council.

***NOTICE: No stamp or corporate seal is allowed over any typed information.***

METRO

---

Michael Jordan, Chief Operating Officer



**NOTICE TO NOTARIES: No notary stamp or corporate seal is allowed over any typed information.**

Personal Acknowledgment  
STATE OF OREGON )  
 ) ss.  
County of \_\_\_\_\_ )

Corporate Acknowledgment  
STATE OF OREGON )  
 ) ss.  
County of \_\_\_\_\_ )

Personally appeared the above named

Personally appeared \_\_\_\_\_

\_\_\_\_\_ and \_\_\_\_\_  
and acknowledged the foregoing instrument to  
be his voluntary act and deed.

\_\_\_\_\_ and \_\_\_\_\_  
who being duly sworn,  
each for himself and not one for the other did  
say that the former is the \_\_\_\_\_ president  
and that the latter is the \_\_\_\_\_ secretary  
of \_\_\_\_\_

Before me:

\_\_\_\_\_, a corporation, and that the seal affixed  
to the foregoing instrument was signed and  
sealed in behalf of said corporation by authority  
of its board of directors; and each of them  
acknowledged said instrument to be its  
voluntary act and deed.

NOTARY PUBLIC FOR OREGON

Before me:

\_\_\_\_\_  
Notary's signature  
My Commission Expires: \_\_\_\_\_  
Stamp seal below

NOTARY PUBLIC FOR OREGON

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Notary's signature  
My Commission Expires: \_\_\_\_\_  
Stamp seal below

(Grantor's Name and Address)

**City of Oregon City**  
**P.O. Box 3040**  
**625 Center Street**  
**Oregon City, OR 97045-0304**  
(Grantee's Name and Address)

Accepted on behalf of the City of Oregon City  
on the condition that the easement granted is  
free and clear from any taxes, liens, and  
encumbrances.

Mayor  
\_\_\_\_\_

City Recorder  
\_\_\_\_\_

**Permanent Easement for Slopes**

A parcel of land lying in the NE¼ of Section 29 and the NW¼ of Section 29, Township 2 South, Range 2 East of the W.M., Clackamas County, Oregon and being a portion of those certain tracts of land described in that Warranty Deed - Statutory Form to Metropolitan Service District of Portland, Oregon recorded June 30, 1977 in Instrument Number 77-25593, of the Official Records of Clackamas County, Oregon.

Said parcel being that portion of said property lying within the following described tract:

Beginning at a point opposite and 33.50 feet Westerly of Engineer's Station "W" 271+51.00 on the relocated center line of Washington Street; thence Southwesterly in a straight line to a point opposite and 72.00 feet Northwesterly of Engineer's Station "W" 272+18.00 on said center line; thence Southwesterly in a straight line to a point opposite and 96.00 feet Northwesterly of Engineer's Station "W" 273+40.00 on said center line; thence in a straight line to a point opposite and 73.00 feet Northwesterly of Engineer's Station "W" 274+09.00 on said center line; thence in a straight line to a point opposite and 48.00 feet Northwesterly of Engineer's Station "W" 274+09.00 on said center line; thence in a straight line to a point opposite and 48.00 feet Northwesterly of Engineer's Station "W" 272+80.00 on said center line; thence in a straight line to a point opposite and 33.50 feet Northwesterly of Engineer's Station "W" 271+51.00 on said center line to the point of beginning.


The center line of relocated Washington Street referred to herein is described as follows:

Beginning at Engineer's center line Station "W" 250+02.92, said Station being North 66°48'26" East, 1941.22 of the Quarter Corner common to Sections 20 and 29, Township 2 South, Range 2 East of the W.M, thence South 29°57'00" West 812.61 feet; thence along a 1527.89 foot radius curve to the right (the long chord of which bears South 36°55'36" West, 371.17 feet) 372.09 feet; thence South 43°54'12" West 497.33 feet; thence along a 593.23 foot radius curve to the left (the long chord of which bears South 25°43'23" West, 370.19 feet) 376.47 feet; thence South 07°32'33" West 39.02 feet; thence along a 739.30 foot radius curve to the right (the long chord of which bears South 38°45'17" West, 766.22 feet) 805.47 feet; thence South 69°58'00" West 183.94 feet to Engineer's center line Station "W" 280+89.86, said station being South 00°15'46" West 1627.38 feet from said Quarter Corner common to Sections 20 and 29.

Bearings are based upon the Oregon State Plane Coordinate System 1983 (CORS 96)  
Epoch 2002, North Zone.

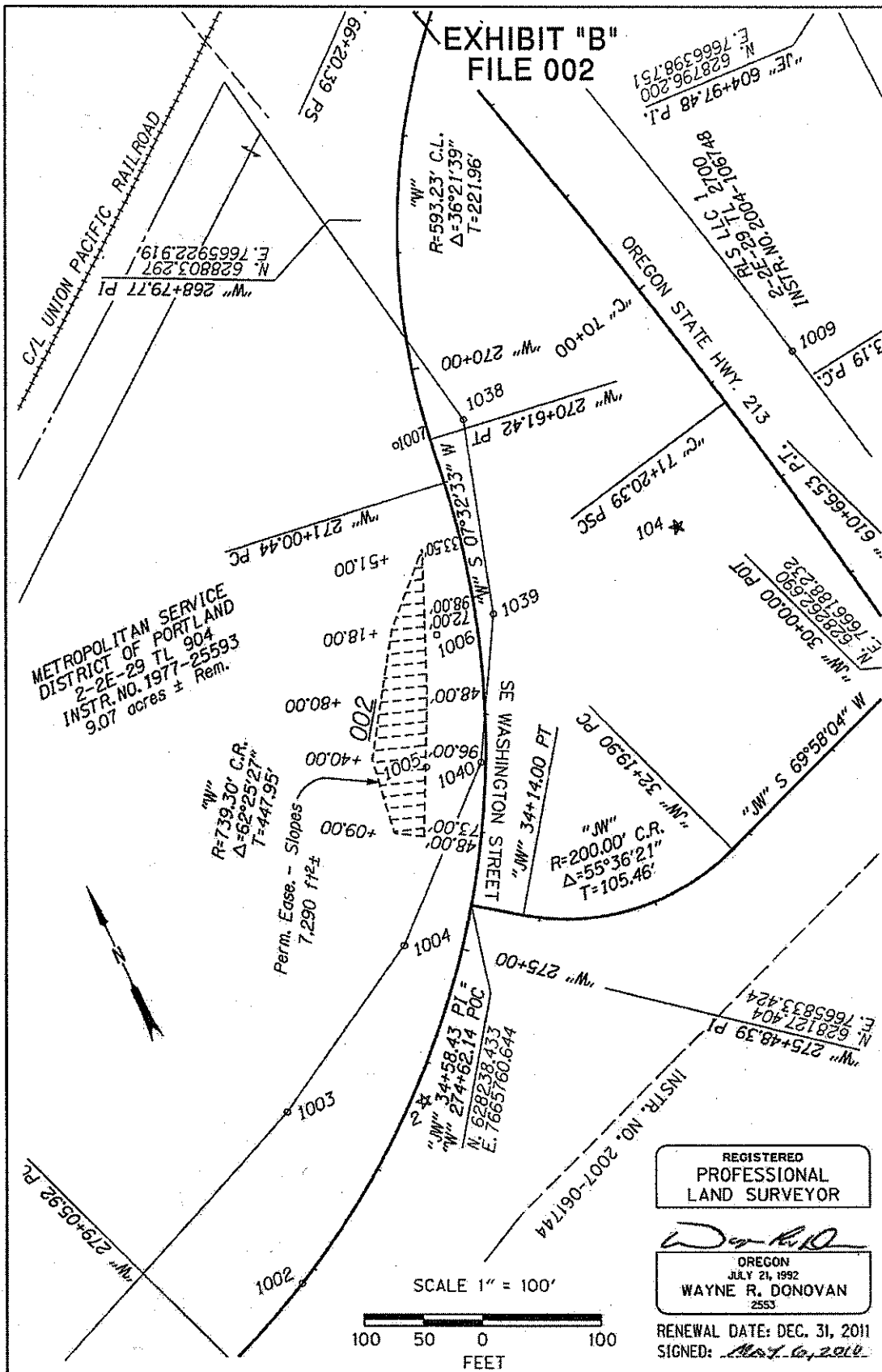
This parcel of land contains 7,290 Square Feet, more or less.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

  
OREGON  
JULY 21, 1992  
WAYNE R. DONOVAN  
#2553

RENEWAL DATE: 12/31/11  
SIGNED: MAY 6, 2010

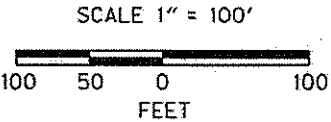
---



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Wayne R. Donovan*  
OREGON  
JULY 21, 1992  
WAYNE R. DONOVAN  
2553

RENEWAL DATE: DEC. 31, 2011  
SIGNED: *Wayne R. Donovan*



I:\Projects\0019\0019098\001909803\Survey\Final\16322rw.dgn

CITY OF OREGON CITY			
SECTION	OR 213: 1-205 TO REDLANDS ROAD O'XING JUG HANDLE IMPROVEMENTS		
DRG. NO.	FILE 002	METRO	
HIGHWAY	OR 213	KEY NO.	16322
COUNTY	CLACKAMAS COUNTY		
SCALE :	1"=100'	DATE :	MAY 6, 2010

**LEGEND**

Perm. Ease. for Slopes 7,290 ft<sup>2</sup> ±

**CONSULTING ENGINEERS**  
www.obec.com

Map No.: NE1/4 & NW1/4 Sect 29, Twn 2S, Rng 2E, WM  
Tax Lot No.: 2-2E-29-00904  
Grantor: Metropolitan Service District of Portland, Oregon, METRO

## TEMPORARY CONSTRUCTION EASEMENT

This TEMPORARY CONSTRUCTION EASEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between property owner Metro, an Oregon municipal corporation, that took title as Metropolitan Service District of Portland, Oregon (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 constructing street, road, and public utility improvements associated with the OR 213 improvements project which includes improvements on Washington Street.
3. This TEMPORARY CONSTRUCTION EASEMENT is intended to allow the City of Oregon City, or its assigns to undertake the construction of improvements for roads, retaining walls, public utilities and all other activities that the Grantee deems necessary and appurtenant to the above noted activities in conjunction with the OR 213 improvements project which includes improvements on Washington Street.

### 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 constructing street, road, and public utility improvements associated with the OR 213 improvements project.
2. **Term of Easement.** This TEMPORARY CONSTRUCTION EASEMENT shall be temporary and shall become effective on the date the City of Oregon City issues notice to proceed to the contractor for construction of the OR 213 improvements project and shall terminate the earlier of: (i) when construction on the property is completed, or (ii) when the City

of Oregon City has made final acceptance of the project, or (iii) after three years from the date the City of Oregon City issues notice to proceed to the contractor for construction of the OR 213 improvements project, or (iv) December 31, 2014..

3. **City's Quitclaim.** Upon the termination of this easement the City of Oregon City shall record a quitclaim of all of the City's right, title and interest in and to this easement not later than 60 days following Metro's written request.

The true consideration for this conveyance is for other valuable consideration, the receipt of which is hereby acknowledged by GRANTOR.

This TEMPORARY CONSTRUCTION EASEMENT has been executed as of the date and year first written above.

**GRANTOR:**

*NOTICE: No stamp or corporate seal is allowed over any typed information.*

METRO

---

Michael Jordan, Chief Operating Officer

**NOTICE TO NOTARIES: No notary stamp or corporate seal is allowed over any typed information.**

Personal Acknowledgment  
STATE OF OREGON )  
County of \_\_\_\_\_ ) ss.

Corporate Acknowledgment  
STATE OF OREGON )  
County of \_\_\_\_\_ ) ss.

Personally appeared the above named  
\_\_\_\_\_  
and acknowledged the foregoing instrument to be his  
voluntary act and deed.

Personally appeared \_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_ who being duly sworn, each  
for himself and not one for the other did say that the  
former is the \_\_\_\_\_ president and that the latter is  
the \_\_\_\_\_ secretary of \_\_\_\_\_  
\_\_\_\_\_ a corporation, and that the  
seal affixed to the foregoing instrument was signed and  
sealed in behalf of said corporation by authority of its  
board of directors; and each of them acknowledged said  
instrument to be its voluntary act and deed.

Before me:

Before me:

NOTARY PUBLIC FOR OREGON

NOTARY PUBLIC FOR OREGON

WITNESS my hand and official seal.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary's signature  
My Commission Expires: \_\_\_\_\_  
Stamp seal below

\_\_\_\_\_  
Notary's signature  
My Commission Expires: \_\_\_\_\_  
Stamp seal below

(Grantor's Name and Address)

**City of Oregon City**  
**625 Center Street**  
**P.O. Box 3040**  
**Oregon City, OR 97045-0304**  
(Grantee's Name and Address)

Accepted on behalf of the City of Oregon City on the  
condition that the easement granted is free and clear  
from any taxes, liens, and encumbrances.

Mayor

\_\_\_\_\_  
City Recorder

PDX\_DOCS:449721.3 [34758-05700]

**Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)**

A parcel of land lying in the NE¼ of Section 29 and the NW¼ of Section 29, Township 2 South, Range 2 East of the W.M., Clackamas County, Oregon and being a portion of those certain tracts of land described in that Warranty Deed – Statutory Form to Metropolitan Service District of Portland, Oregon recorded June 30, 1977 in Instrument Number 77-25593, of the Official Records of Clackamas County, Oregon.

Said parcel being that portion of said property lying within the following described tract:

Beginning at a point opposite and 88.00 feet Westerly of Engineer's Station "W" 268+40.00 on the relocated center line of Washington Street; thence in a straight line to a point opposite and 83.00 feet Westerly of Engineer's Station "W" 268+85.00 on said center line; thence in a straight line to a point opposite and 67.00 feet Westerly of Engineer's Station "W" 269+25.00 on said center line; thence in a straight line to a point opposite and 69.00 feet Westerly of Engineer's Station "W" 269+48.00 on said center line; thence in a straight line to a point opposite and 57.00 feet Westerly of Engineer's Station "W" 269+73.00 on said center line; thence in a straight line to a point opposite and 46.00 feet Westerly of Engineer's Station "W" 270+50.00 on said center line; thence in a straight line to a point opposite and 47.00 feet Westerly of Engineer's Station "W" 270+70.00 on said center line; thence in a straight line to a point opposite and 43.00 feet Westerly of Engineer's Station "W" 271+47.00 on said center line; thence in a straight line to a point opposite and 60.00 feet Westerly of Engineer's Station "W" 271+64.50 on said center line; thence in a straight line to a point opposite and 98.00 feet Northwesternly of Engineer's Station "W" 272+18.00 on said center line; thence in a straight line to a point opposite and 72.00 feet Northwesternly of Engineer's Station "W" 272+18.00 on said center line; thence in a straight line to a point opposite and 33.50 feet Westerly of Engineer's Station "W" 271+51.00 on said center line; thence in a straight line to a point opposite and 41.00 feet Westerly of Engineer's Station "W" 269+82.00 on said center line; thence in a straight line to a point opposite and 35.00 feet Westerly of Engineer's Station "W" 268+78.00 on said center line; thence in a straight line to a point opposite and 88.00 feet Westerly of Engineer's Station "W" 268+40.00 on said center line and the point of beginning.

The center line of relocated Washington Street referred to herein is described as follows:

Beginning at Engineer's center line Station "W" 250+02.92, said Station being North 66°48'26" East, 1941.22 of the Quarter Corner common to Sections 20 and 29, Township 2 South, Range 2 East of the W.M, thence South 29°57'00" West 812.61 feet; thence along a 1527.89 foot radius curve to the right (the long chord of which bears South 36°55'36" West, 371.17 feet) 372.09 feet; thence South 43°54'12" West 497.33 feet;



thence along a 593.23 foot radius curve to the left (the long chord of which bears South 25°43'23" West, 370.19 feet) 376.47 feet; thence South 07°32'33" West 39.02 feet; thence along a 739.30 foot radius curve to the right (the long chord of which bears South 38°45'17" West, 766.22 feet) 805.47 feet; thence South 69°58'00" West 183.94 feet to Engineer's center line Station "W" 280+89.86, said station being South 00°15'46" West 1627.38 feet from said Quarter Corner common to Sections 20 and 29.

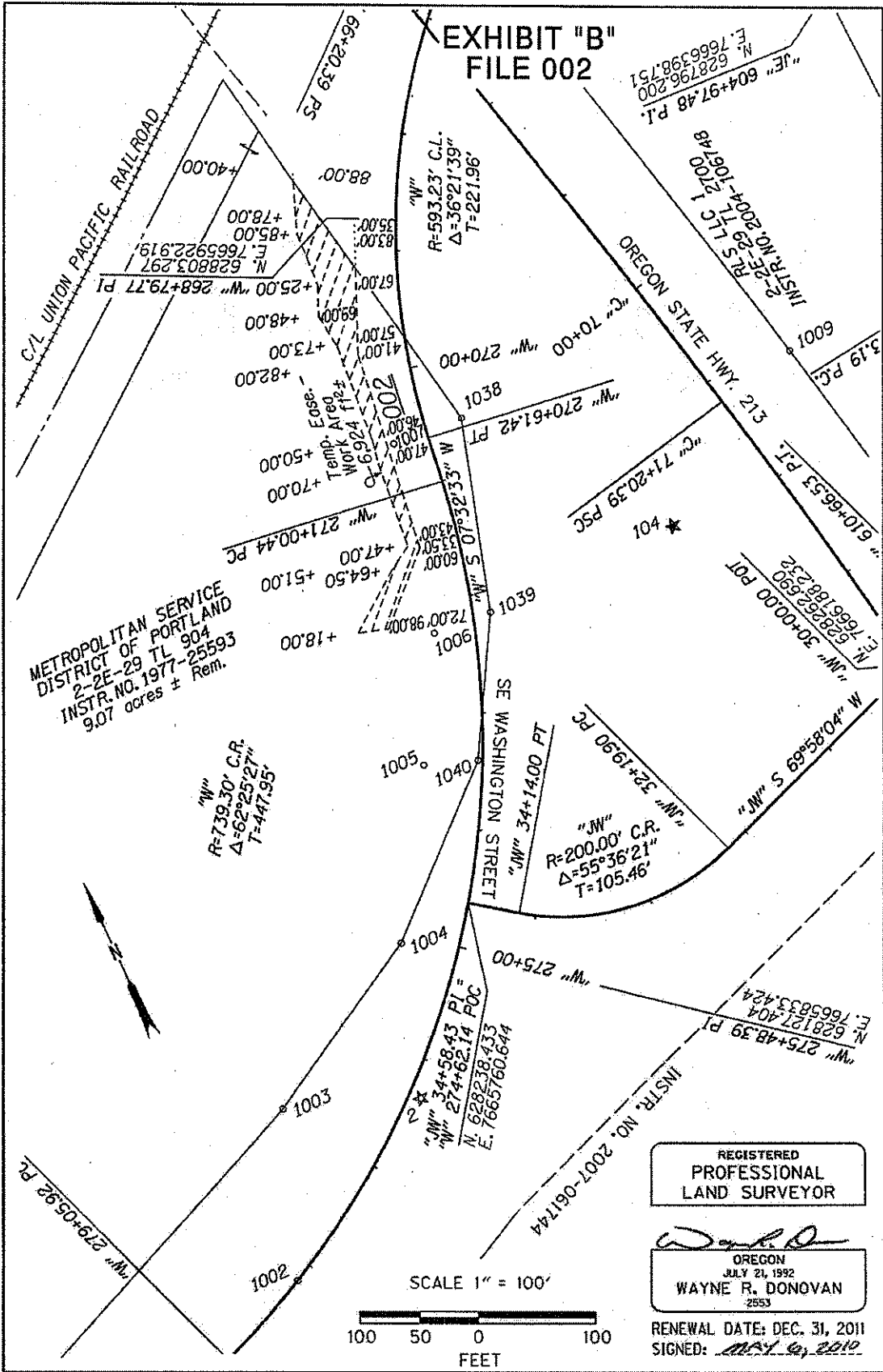
Bearings are based upon the Oregon State Plane Coordinate System 1983 (CORS 96) Epoch 2002, North Zone.

This parcel of land contains 6,924 Square Feet, more or less.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Wayne R. Donovan*  
OREGON  
JULY 21, 1992  
WAYNE R. DONOVAN  
#2553

RENEWAL DATE: 12/31/11  
SIGNED: *Wayne R. Donovan*, 2010



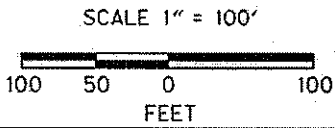
**EXHIBIT "B"  
FILE 002**

METROPOLITAN SERVICE  
DISTRICT OF PORTLAND  
2-2E-29 TL 904  
INSTR. NO. 1977-25593  
9.07 acres ± Rem.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Wayne R. Donovan*  
OREGON  
JULY 21, 1992  
WAYNE R. DONOVAN  
2553

RENEWAL DATE: DEC. 31, 2011  
SIGNED: *Wayne R. Donovan*



I:\Projects\0019\0019098\001909803\Survey\Final\16322rw.dgn

CITY OF OREGON CITY			
SECTION	OR 213: I-205 TO REDLANDS ROAD O'XING JUG HANDLE IMPROVEMENTS		
DRG. NO.	FILE 002	METRO	
HIGHWAY	OR 213	KEY NO.	16322
COUNTY	CLACKAMAS COUNTY		
SCALE :	1"=100'	DATE :	MAY 6, 2010

**LEGEND**

Temp. Ease. for Work Area 6,924 ft². ±

**CONSULTING ENGINEERS**  
www.obec.com