

AFTER RECORDING RETURN TO:

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

Engineering File No.: _____

Tax Map & Lot: _____ GRANTOR: _____

TEMPORARY CONSTRUCTION & ACCESS EASEMENT

This TEMPORARY CONSTRUCTION and ACCESS EASEMENT is entered into this _____ day of _____, 20____, by and between, property owner _____ (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 _____ as part of the _____ Project.
3. This TEMPORARY CONSTRUCTION and ACCESS EASEMENT is intended to allow the City of Oregon City, or its assigns to undertake the _____ and all other activities that the Grantee deems necessary and appurtenant to the above noted activities in conjunction with the _____ 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 _____.

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 _____ 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 **\$1.00**, the receipt of which is hereby acknowledged by GRANTOR.

[Signature Page(s) Follow]

GRANTOR: _____

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

Signature No. 1

Signer's printed name

Title (if applicable)

Signature No. 2

Signer's printed name

Title (if applicable)

STATE OF OREGON)

County of _____)

This record was acknowledged before me on (month & day) _____, 20__

by _____, as _____
Signer's printed name Title (write "N/A" if not applicable)

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

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: Anthony J. Konkol III, City Manager

By: John M. Lewis, Public Works Director

Attest: Jakob Wiley, City Recorder