



CITY OF ST. HELENS PLANNING DEPARTMENT

MEMORANDUM

TO: City Council
FROM: Jacob A. Graichen, AICP, City Planner
RE: Easement agreement for Chase Road access for the City's Millard Road Property
DATE: April, 27, 2020

Instrument No. 2009-2856 (**2009 Easement Agreement**) includes utility and access easements for the benefit of the city for the Millard Road property via Chase Road. The grantor at the time was James and Pam Rensch, and Vera Fix. Today, Pam Rensch has the successor authority for all grantors. Hereinafter, she is referred to as "grantor."

Section 4.a of the **2009 Easement Agreement** states that if the city does not "develop" the city property (remember the City owned the north two-thirds of the Millard Road property at the time, but now owns all of it) within 11 years of the effective date of the easement agreement that the grantors can terminate the access easement. Note that this does not impact the utility easement.

The effective date of the **2009 Easement Agreement** was March 20, 2009, with the 11 year "expiration" March 20, 2020.

The grantor and city modified the original **2009 Easement Agreement** in 2020 (Instrument No. 2020-4379) to extend the "expiration" period to March 31, 2022. This is the **2020 Modification**.

Staff has been discussing a **2022 Modification** with the grantor off and on for the last several months to extend the "expiration" date two more years from the current "expiration" date, to extend through March 2024.

The **2022 Modification** has been signed by the grantor. Next step is for the Mayor to sign and then the city can record the document on the County deed records.

****Please authorize the Mayor's signature of 2022 Modification at the regular session.****



The end of Chase Road, looking east in 2020 through the access easement area to the Millard Road property in the background.

The light-colored road improvements are within the easement area and was installed sometime in the second half of 2019 as part of private residential development.

Attached:

- Aerial photo showing easement area in general (memo exhibit used in 2020)
- **2020 Modification**

Note: the **2022 Modification for Mayor's signature is in the regular session packet**

**City of St. Helens
Millard Road Property**

Chase Road Easement

April 2020

4N1W-8BC-2600
6.86 Acres

Easement Inst. No. 2009-2856.

Utility access and private access
with 11 year "expiration."

For update in 2020. New document
to be recorded.

Most significant change is +2 years
to "expiration" for private access.

4N1W-8CB-400
16.3 Acres

CHASE ROAD

35031
Millard
Road

35167
Millard
Road

S. DIVISION ROAD

MILLARD ROAD

MAPLE STREET

35110
Maple
Street

2000 Aerial Photo

AFTER RECORDING RETURN TO:
Jordan Ramis PC
Two Centerpointe Dr Ste 600
Lake Oswego OR 97035
(49698-36716)

City of St. Helens
265 Strand Street
St. Helens, OR 97051

COLUMBIA COUNTY, OREGON 2020-004379
DEED-EAS
Cnt=1 Pgs=21 HUSERB 05/19/2020 10:12:38 AM
\$105.00 \$11.00 \$60.00 \$5.00 \$10.00 = \$191.00



I, Elizabeth E. Huser, County Clerk for Columbia County, Oregon
certify that the instrument identified herein was recorded in the Clerk
records.

Elizabeth E. Huser - County Clerk

This space is reserved for recorder's use.

**ACCESS AND UTILITY EASEMENT
MODIFICATION**

BETWEEN: Pamela Rensch ("Rensch")
and: City of St. Helens, ("City")
an Oregon municipal corporation
DATED: March 31, 2020 ("Effective Date")

RECITALS

- A. Rensch owns certain real property located in Columbia County, Oregon, described in Exhibit A attached hereto (the "Rensch Property West"). The Rensch Property is improved property consisting of a detached single-family dwelling.
- B. Rensch also owns certain real property located in Columbia County, Oregon, described in Exhibit B attached hereto (the "Rensch Property East"). The Rensch Property is currently unimproved but may be developed in the future.
- C. City owns certain real property, located adjacent and to the east of the Rensch Property East, described in Exhibit C attached hereto (the "City Property"). The City Property is currently unimproved but may be developed in the future.
- D. The Rensch Property East, the Rensch Property West, and the City Property may be referred to herein, collectively or individually, as the "Properties" or the "Property".
- E. Rensch and City may each be referred to herein as a "Party", or collectively as the "Parties".

F. Rensch and the City, along with Vera Fix ("Fix"), previously entered into an Access and Utility Easement (the "2009 Easement Agreement") dated March 20, 2009 and recorded on March 20, 2009, Document Number 2009-2856, Columbia County, Oregon, granting various access and utility easements across their respective properties for the benefit of one or more other Parties.

G. The parcel owned by Fix as referenced in the 2009 Easement Agreement was subsequently conveyed to Pamela Rensch, as evidenced by that certain Bargain and Sale Deed dated April 20, 2018 and recorded on April 20, 2018, Document Number 2018-3239, Columbia County, Oregon. This parcel is the same parcel referred to above as Rensch Property East.

H. The parcel owned by Pamela Rensch as referenced in the 2009 Easement Agreement was subsequently conveyed, in part, to Norberto Perez and Jennifer Perez, as evidenced by that certain Warranty Deed dated December 28, 2015 and recorded December 30, 2015, Document Number 2015-10701, Columbia County, Oregon. The parcel retained by Rensch is the parcel referred to above as Rensch Property West.

I. The Private Access Easements granted by Rensch to Fix and the City and by Fix to the City for a fifty foot (50') wide perpetual, nonexclusive easement over, under and across the Rensch Property and the Fix Property, respectively, were conditioned on the City's development of the City Property and could be terminated by Rensch or Fix if the City did not develop the City Property within eleven (11) years after the Effective Date of the Easement Agreement.

J. The Parties desire to maintain the perpetual, nonexclusive access easements previously granted to the City and to extend the Development Contingency provision set forth within Section 4(a) of the Easement Agreement for a period of two (2) years from the Effective Date.

AGREEMENT

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

1. Grant of Easements over Rensch Property West.

(a) Public Utilities. Rensch hereby grants to City, for the use and benefit of the public, a fifty foot (50')-wide perpetual, nonexclusive easement over, under and across that portion of the Rensch Property West described and shown in Exhibit D attached hereto (the "Rensch West Easement Area") for underground utilities. This easement is granted subject to all existing encumbrances of record.

(b) Private Access. Rensch hereby grants to City, and its successors and assigns, a fifty foot (50')-wide perpetual, nonexclusive easement over, under and across the Rensch West Easement Area for the purposes of (i) vehicular and pedestrian access to

the City Property, and (ii) the exercise of self-help rights as set forth in Section 7(d) below. This easement is granted subject to all existing encumbrances of record.

2. Grant of Easements over Rensch Property East.

(a) Public Utilities. Rensch hereby grants to City, for the use and benefit of the public, a fifty foot (50')-wide perpetual, nonexclusive easement over, under and across that portion of the Rensch Property East shown in Exhibit E attached hereto (the "Rensch East Easement Area") for underground utilities. This easement is granted subject to all existing encumbrances of record.

(b) Private Access. Rensch hereby grants to City, and its successors and assigns, a fifty foot (50')-wide perpetual, nonexclusive easement over, under and across the Rensch East Easement Area for the purposes of (i) public vehicular and pedestrian access to the City Property, and (ii) the exercise of self-help rights as set forth in Section 7(d) below. This easement is granted subject to all existing encumbrances of record.

3. Grant of Easements over City Property. City hereby grants to the public a ten foot (10')-wide perpetual, nonexclusive easement over, under and across that portion of the City Property described and shown in Exhibit F attached hereto (the "City Easement Area"), for the purpose of installing, operating and maintaining public utility facilities. This easement is granted subject to all existing encumbrances of record. The Rensch West Easement Area, the Rensch East Easement Area, and the City Easement Area may be referred to herein collectively as the "Easement Areas".

4. Development Contingency.

(a) Private Access Easements. If City does not Develop (as hereinafter defined) the City Property within two (2) years after the Effective Date, Rensch may terminate all private access easements granted to City in this Agreement by sending a written request for termination to all other Parties. Within thirty (30) days following receipt of such request, all Parties shall execute and record in the official records of Columbia County, Oregon, a memorandum stating such termination, and upon such recording, the City's easements shall terminate. For purposes of this Agreement, the terms "Develop" or "Development" means an approved application from an applicable governmental entity which includes construction of infrastructure or other improvements on the Property.

(b) Dedication. Upon Development by City of its Property, Rensch shall execute and deliver to City, in a form reasonably acceptable to City, dedication deeds for the purpose of dedicating the private access easements granted in Sections 1(b) and 2(b) above to the use and benefit of the public.

5. Right to Construct; Costs.

(a) Right to Construct. Each Party shall have the right to construct roadway improvements and/or install utilities, as applicable, within the Easement Areas on the other Parties' Properties as necessary for its Development, according to the terms and conditions set forth in this Agreement; provided, however, that no roadway improvements shall be constructed within the City Easement Area.

(b) First Developer Pays Costs. Subject to Chapter 12.28 of the St. Helens Municipal Code, as of the Effective Date, the Party who Develops its Property first (the "First Developer") shall pay all costs of constructing roadway improvements and installing utilities in the Easement Area on its Property and within the other Easement Areas, as well as the costs of any improvements to Chase Road necessary for First Developer's Development. Such roadway improvements and utilities shall be built and installed to the standards required by any applicable development approvals and Laws (as defined in Section 6(c) below). First Developer shall construct and install roadway improvements and utility facilities so that a Party who subsequently Develops its Property can reasonably connect to such improvements or facilities. Subject to Chapter 12.28 of the St. Helens Municipal Code, each Party who subsequently Develops its Property shall pay all costs of constructing roadway improvements and installing utilities in connection with its Development (including costs related to Chase Road), other than those costs for which First Developer is responsible pursuant to this Agreement.

6. Construction Standards.

(a) Plans. At least thirty (30) days prior to the commencement of construction occurring after the Effective Date, including without limitation, any grading or clearing work ("Commencement of Construction") within any Easement Area, the developing Party (the "Developing Party"), at its sole cost and expense, shall provide to the other Parties a complete and full-sized copy of the engineering plans and specifications (the "Plans") for all roadway improvements and utilities to be constructed within any Easement Area. The improvements, including without limitation any utilities, described in the Plans shall be referred to herein as the "Improvements".

(b) Permits. Developing Party shall be responsible, at its sole cost and expense, for any and all permits ("Permits") required in connection with the Improvements. Prior to the Commencement of Construction, Developing Party shall provide a copy of all Permits to the other Parties.

(c) Construction. Following Commencement of Construction, Developing Party shall diligently pursue construction of the Improvements and complete construction within twelve (12) months thereafter. The Improvements must be completed substantially in accordance with the Plans. Concurrent with the completion of construction of the Improvements, Developing Party shall deliver written notice of completion ("Notice of Completion") to the other Parties. Within thirty (30) days after written request from another Party, Developing Party shall cause its project engineer to execute and deliver a certificate (the "Engineer's Certificate") to such other Party, in a form reasonably

acceptable to such Party, stating that the Improvements have been completed substantially in accordance with the Plans and in accordance with all applicable laws, codes, regulations, restrictions, approvals, rules and ordinances, including without limitation Title 18 of the St. Helens Municipal Code (collectively, "Laws"). Developing Party shall perform all construction work (i) so as not to unreasonably interfere with the use, access, occupancy or enjoyment of the other Properties, (ii) in a good and workmanlike manner, and (iii) in accordance with the Plans and all applicable Laws.

(d) Mechanic's Liens. Developing Party shall not permit any claim, lien or other encumbrance arising from its activities performed pursuant to this Agreement to accrue against or attach to the other Properties. If, however, any such lien does so attach, Developing Party shall cause such lien to be released or bonded within twenty (20) days after receiving actual notice thereof. Developing Party agrees to indemnify and hold harmless the other Parties from any and all liability or damages (including reasonable attorneys' fees) which such other Parties may suffer as a result of claims, demands, costs, liens, judgments or awards, including mechanic's or materialman's liens, against such Party or such Party's Property arising out of or as a result of the use by Developing Party of the easements granted herein, Developing Party's activities performed by it or on its behalf pursuant to this Agreement, or any breach by Developing Party of the terms of this Agreement. The obligations of Developing Party set forth in this paragraph shall survive any termination of this Agreement.

(e) Insurance. From the time period commencing upon the Commencement of Construction and continuing until the completion of construction, Developing Party shall, at its sole cost and expense, maintain the insurance coverages set forth in Exhibit G attached hereto. Prior to Commencement of Construction, and thereafter upon reasonable request, Developing Party shall provide evidence of such insurance coverage to the other Parties in a form reasonably acceptable to such Parties. Following receipt of Notice of Completion, each Party on whose Property Improvements are located and the Developing Party shall maintain, at its sole cost and expense, the liability insurance set forth in Exhibit H attached hereto and, upon reasonable request, shall provide evidence of such coverage in a form reasonably acceptable to the requesting Party.

(f) Temporary Construction Easement. Each Party hereby grants to Developing Party a temporary, nonexclusive easement ten (10) feet in width on each side of its Easement Area, and ten (10) feet in width along the easterly right-of-way of Chase Road with respect to the Rensch Property, for the sole purpose of constructing the Improvements (the "Construction Easement"). The Construction Easement shall commence upon Commencement of Construction on such Party's Property, and shall automatically terminate upon completion of construction, or twelve (12) months after the Commencement of Construction, whichever date is the first to occur. Prior to the termination of the Construction Easement, Developing Party, at its sole cost and expense, shall promptly restore any portion of the other Party's Property disturbed by the construction work.

(g) Impact Fees. Developing Party shall be responsible for all impact fees, system development charges or other fees and charges related to its construction of Improvements or any improvements required by any governmental authority in connection with its Improvements or the Development of its Property.

(h) Warranty. Developing Party, with respect to the Improvements it constructs, hereby warrants and agrees to repair, at its sole cost and expense, any defects in the construction of the Improvements and any construction of the Improvements that was not made in compliance with any Permits, or any standards, plans, specifications and legal requirements of all applicable governmental authorities discovered within a period of one (1) year following completion of construction of the applicable Improvements.

7. Maintenance.

(a) Obligations. Following completion of construction of roadway Improvements on its Property, such Party shall, at its sole cost and expense, maintain the Improvements and keep the roadway clean and free from trash and obstructions that would impair access to another Party's Property. Such maintenance obligations shall include snow and ice removal, pavement repair, and repaving as needed to keep the Improvements (including without limitation utilities) in good and usable condition and in accordance with all applicable Laws. Maintenance work shall be coordinated with the other Parties so as to (i) minimize interference with the use of the other Properties, and (ii) provide continuous access to the other Properties.

(b) Utilities. Subject to Section 6(h) above, following completion of construction of utility Improvements and acceptance thereof by City, City shall own, and shall be responsible for, at its sole cost and expense, the operation, maintenance, repair and replacement of such Improvements.

(c) Obstructions. Following completion of construction, the roadway shall be available for use on a twenty-four (24) hour a day basis and may not be closed or barriers placed to restrict its full usage by any Party or the public.

(d) Self-Help. If a Party fails to comply with its maintenance obligations set forth in this Section 7 within thirty (30) days following written notice, any other Party may, in addition to all other available remedies, perform such maintenance on behalf of such non-performing Party, and the non-performing Party shall reimburse the performing Party for all costs incurred in connection with such maintenance within ten (10) days following written demand therefor.

8. Taxes. Each Party shall each pay any real property tax assessed against its Property.

9. Remedies.

(a) Default. A Party shall be in default under this Agreement if such Party fails to perform any of its obligations within thirty (30) days following written notice of such failure from another Party. In the event of such default, the non-defaulting Parties shall be

entitled to pursue any remedy available under this Agreement and at law or in equity. Such remedies shall be cumulative and not exclusive.

(b) Mediation; Arbitration. In the event any dispute arises out of or in connection with this Agreement, the Parties shall submit such dispute to mediation. If the Parties cannot mutually and reasonably agree upon a mediator within fourteen (14) days following a Party's request therefor, any Party may apply to the presiding judge of the Columbia County Circuit Court to appoint a mediator. Mediation shall be non-binding upon the Parties unless an agreement is memorialized and signed by the Parties. The Parties shall share the mediator's fee equally. Each Party shall bear its own costs and attorneys' fees, if any, associated with the mediation. The mediation shall be conducted at a location mutually and reasonably agreed to by the Parties. In the event mediation is unsuccessful, a Party may initiate binding arbitration proceedings with Arbitration Services of Portland, Inc. ("ASP"), and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator shall be selected by mutual agreement of the Parties, if possible. If the Parties fail to reach agreement upon an arbitrator within ten (10) days following receipt of any Party's notice of its desire to arbitrate, the arbitrator shall be selected in accordance with ASP procedures. The arbitration shall be governed by ASP rules and the arbitrator's decision and award shall be final and binding on the Parties who hereby waive any appeal rights that may be available under law. The Parties shall share the arbitrator's fee equally.

10. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, successor and assigns. If any Property is subdivided or partitioned, this Agreement shall continue to apply to all such subdivisions or partitions.

11. Notice. Any notice, demand, approval, consent, or other communication required or otherwise given under this Agreement shall be given in writing to all Parties and shall be delivered by facsimile with confirmation thereof, by nationally-recognized overnight delivery service, or by certified mail-return receipt requested, with all necessary postage or other delivery charges prepaid, to the Parties at their respective addresses shown below:

To Rensch: Pam Rensch
35024 Maple Street
St. Helens, OR 97051

To City: Attn: City Administrator
City of St. Helens
265 Strand Street
St. Helens OR 97051

Any notice, demand, approval, consent, or other communication given by facsimile or overnight delivery shall be deemed to have been given on the date delivered; any notice,

demand, approval, consent, or other communication given by mail shall be deemed to have been given when two (2) days have elapsed from the date it was sent by certified United States mail, return receipt requested, postage prepaid, addressed to the Party to be served at said address or at such other address of which that Party may have given notice under the provisions of this section. The Parties may change their addresses for notice by following the process set forth in this Section 11.

12. Attorneys' Fees. If any suit, action, arbitration or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses and all other fees and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court at trial or arbitrator or at any appeal or review, in addition to all other amounts provided by law.

13. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14. Waiver. Failure of a Party at any time to require performance of any provision of this Agreement shall not limit such Party's future right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach.

15. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

16. Counterparts. This Agreement may be executed in counterparts, each of which, when taken together, shall constitute fully executed originals.

17. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements between them with respect to such subject matter.

18. Disclaimer of Relationship. This Agreement is for the express purposes described above. Nothing in this Agreement shall constitute or indicate any partnership, joint venture or any other business relationship between the Parties.

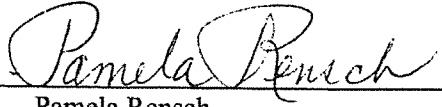
19. Joint and Several. If any Party consists of more than one person or entity, the liability of each such person or entity signing this Agreement shall be joint and several.

20. Binding Effect. This Agreement continues that 2009 Easement Agreement dated March 20, 2009 and recorded on March 20, 2009, Document Number 2009-002856, Columbia County, Oregon, except as expressly modified herein.

[SIGNATURE PAGE FOLLOWS]

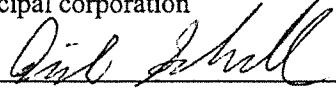
IN WITNESS WHEREOF, the parties have executed this Access and Utilities Easement to be effective as of the Effective Date.

RENSCH


Pamela Rensch

CITY

CITY OF ST. HELENS, an Oregon
municipal corporation

By: 

Name: Rick Scholl

Title: Mayor

- Exhibit A – Rensch Property West Description
- Exhibit B – Rensch Property East Description
- Exhibit C – City Property Description
- Exhibit D – Rensch West Easement Area Description
- Exhibit E – Rensch East Easement Area Description
- Exhibit F – City Easement Area
- Exhibit G – Construction Insurance
- Exhibit H – Liability Insurance

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

STATE OF OREGON)
) ss.
County of Columbia)

This Access and Utility Easement was acknowledged before me on
April 22, 2020, by Pamela Rensch.



Heidi M Davis
NOTARY PUBLIC FOR OREGON
My Commission Expires: 6-29-2021

STATE OF OREGON)
) ss.
County of Columbia)

This Access and Utility Easement was acknowledged before me on
May 5, 2020, by Rick Scholl as Mayor of the
City of St. Helens.



Kathryn J. Payne
NOTARY PUBLIC FOR OREGON
My Commission Expires: 8-9-2021

EXHIBIT A

(Rensch Property West Description)

DEED REFERENCE NO: 2014-295

A tract of land in the West half of Section 8, Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon and being more particularly described as follows:

Beginning at the Northeast corner of Parcel 1 of the Pam M. Rensch and James E. Rensch tract as described in Instrument No. 89-2636, recorded on May 23, 1989 in the Clerk's Records of Columbia County, Oregon, said point being called North 88°15' West 1638.50 feet and North 01°33' West 1582.20 feet and North 01°33' West 279.10 feet and South 62°04' West 79.60 feet and North 76°56' West 65.45 feet from the Northwest corner of the Posey Williams Donation Land Claim; thence South 01°33'00" East, along the East line of said Parcel 1 of the Rensch tract, a distance of 1077.89 feet to the Southeast corner thereof; thence North 89°48'30" West, along the South line of said Parcel 1 of the Rensch tract, a distance of 158.43 feet to the Southwest corner thereof; thence North 01°38'23" West, along the West line of said Parcel 1 of the Rensch tract, a distance of 50.03 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING INC"; thence South 89°48'30" East a distance of 133.50 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING INC"; thence North 01°33'00" West a distance of 675.59 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING INC"; thence North 89°48'30" West distance of 51.86 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING INC"; thence continuing North 89°48'30" West a distance of 34.89 feet to the Westerly line of said Parcel 1 of the Rensch tract said point being on the center of McNulty Creek; thence down the center of said McNulty Creek to the point of beginning. TOGETHER WITH Lots 19 and 20, Firlok Park as per plat recorded on December 20, 1951 in the Clerks Records of Columbia County, Oregon.

The above described tract of land is part of a Property Line Adjustment between the tract of land described in Instrument No. 89-2636 and Lot 20, Firlok Park. No additional parcels are being created as a result of this Property Line Adjustment.

EXHIBIT A

EXHIBIT B

(Rensch Property East Description)

DEED REFERENCE NO: 2018-3239

PARCEL 1: Beginning at a point that is North 88 degrees 15' West, 1638.50 feet and North 1 degree 33' West, 1582.20 feet from the Northwest corner of the Posey Williams Donation Land Claim in Section 8, Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon; thence North 1 degree 33' West, a distance of 279.10 feet to the center of McNulty Creek; thence up the center of said McNulty Creek South 62 degrees 04' West, a distance of 79.60 feet; thence North 76 degrees 56' West, a distance of 65.45 feet; thence leaving said Creek South 1 degree 33' East, a distance of 1077.72 feet to a point on the Easterly extension of the North line of the Richard McCullah Tract, as described in Deed Book 249 at page 385; thence South 89 degrees 48' 30" East along said line a distance of 134.70 feet to the East line of the International Church of the Foursquare Gospel tract, as described in Deed Book 210 at page 829; thence North 1 degree 33' West along said East line a distance of 821.57 feet to the point of beginning.

EXHIBIT B

EXHIBIT C

(City Property Description)

DEED REFERENCE NO: 2009-5502 and 2009-2854

PARCEL 1:

A portion of the John McNulty Donation Land Claim No. 50, located in the Northwest one-quarter and in the Southwest one-quarter of Section 8, Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon and being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 23 of "Firlok Park", being a 1 inch iron pipe on the Southerly right-of-way line of Maple Street (25.00 feet from centerline);

Thence along said Southerly right-of-way line North 88° 06' 31" East 148.48 feet to a point, from which a 1-1/2 inch iron pipe bears South 09° 22' 10" East 1.21 feet;

Thence along the West line of Deed Book 148, Page 96, South 09° 22' 10" East 110.07 feet to a 1/2 inch iron pipe;

Thence South 48° 07' 00" East 25.20 feet to the True Point of Beginning, being a point in the center of McNulty Creek;

Thence along the center of said creek along the following courses:

North 11° 15' 12" West 7.92 feet;

North 65° 31' 40" East 27.61 feet;

North 81° 05' 05" East 67.62 feet;

South 80° 37' 07" East 53.35 feet to a point at the Northeasterly corner of Deed Book 148 Page 94 from which a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR." bears South 01° 33' 00" East 20.00 feet;

Thence along the East line of said Deed South 01° 33' 00" East 1325.99 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR.";

Thence leaving the East line of said Book 148 Page 94, North 88° 14' 26" West 525.20 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR." on the West line of Deed Book 144 Page 313;

Thence along the West lines of Deed Book 144 Page 313 and Deed Book 148 Page 94 North 01° 33' 54" West 1140.17 feet to the Northwest corner of said Book 148 Page 94 in the center of McNulty Creek from which a 1-1/4 inch iron pipe bears South 01° 33' 54" East 25.51 feet;

Thence along the center of said creek along the following courses:

North 50° 28' 53" East 8.02 feet;

North 47° 54' 33" East 48.94 feet;

North 87° 31' 48" East 21.97 feet;

South 63° 43' 59" East 65.54 feet;

South 63° 00' 37" East 77.40 feet;

North 84° 24' 47" East 18.46 feet;

North 47° 46' 13" East 19.45 feet;

North 20° 31' 40" East 40.00 feet;

North 01° 04' 03" East 31.63 feet;

North 04° 56' 04" West 57.16 feet;

North 39° 18' 26" East 22.95 feet;

South 49° 32' 37" East 71.27 feet;

South 33° 42' 29" East 53.78 feet;

South 32° 41' 05" West 48.75 feet;

South 00° 34' 52" West 36.92 feet;

South 41° 23' 09" East 29.70 feet;

South 86° 07' 56" East 36.35 feet;

North 32° 14' 55" East 54.25 feet;

North 11° 45' 05" East 85.04 feet;

North 38° 20' 57" West 36.20 feet;

North 11° 15' 12" West 51.62 feet to

the TRUE POINT OF BEGINNING.

PARCEL 2:

A tract of land situate in Section 8, Township 4 North, Range 1 West of the Willamette Meridian, Columbia County, Oregon, more particularly described as the follows:

BEGINNING at a point which is North 88° 54' East, 168.0 feet and North 60° 54' 1/2" East 72.56 feet and North 32° 55' East, 9.36 feet from the Northeast corner of Tract 23, Firlok Park, Columbia County, Oregon;

Said point being on the Southerly side of a 50.0 foot road;

Thence South 32° 55' West, a distance of 9.86 feet;

Thence along, a 77.3 foot radius curve to the right (long chord bears South 60° 54' 1/2" West 72.56 feet) to the Northwest corner of Tract 25, Firlok Park;

Thence South 88° 54' West, a distance of 18.0 feet;

Thence South 08° 21' East, a distance of 110.0 feet;

Thence South 48° 07' East, a distance of 29.51 feet to the center of McNulty Creek;

thence down the center of said McNulty Creek as follows:

North 79° 32' East, 83.10 feet;

South 88° 09' East, 83.60 feet;

South 53° 08' East, 35.00 feet;

North 13° 36' East, 38.30 feet;

North 33° 23' West, 60.70 feet;

North 50° 54' West, 72.20 feet;

North 19° 47' West, 68.50 feet;

Thence West 39 feet to the POINT OF BEGINNING.

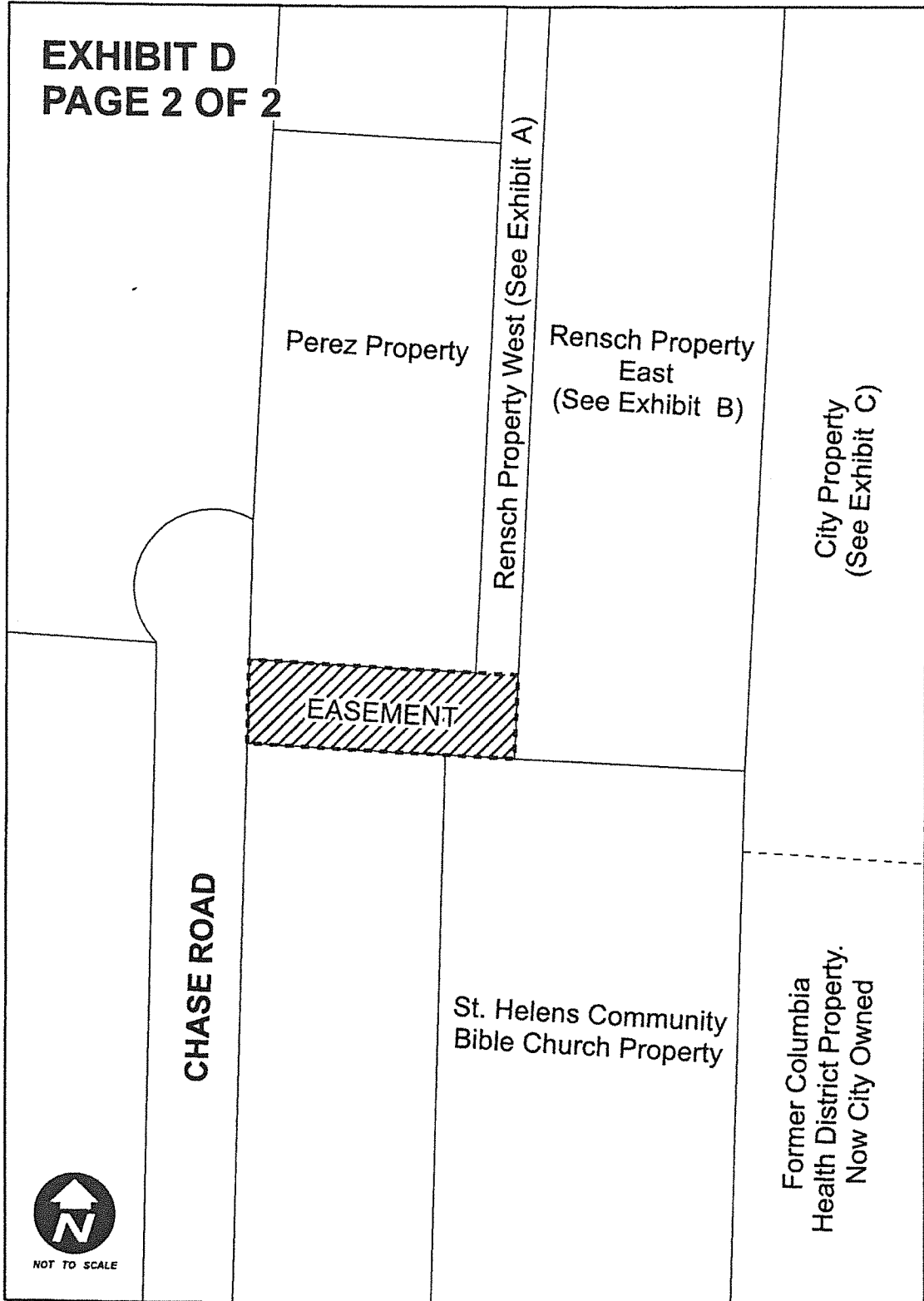
EXHIBIT D

Page 1 of 2

(Rensch Property West Easement Area Description)

The south 50 feet of the property described in Exhibit A.

**EXHIBIT D
PAGE 2 OF 2**



NOT TO SCALE

EXHIBIT E

Page 1 of 2

(Rensch Property East Easement Area Description)

The south 50 feet of the property described in Exhibit B.

**EXHIBIT E
PAGE 2 OF 2**

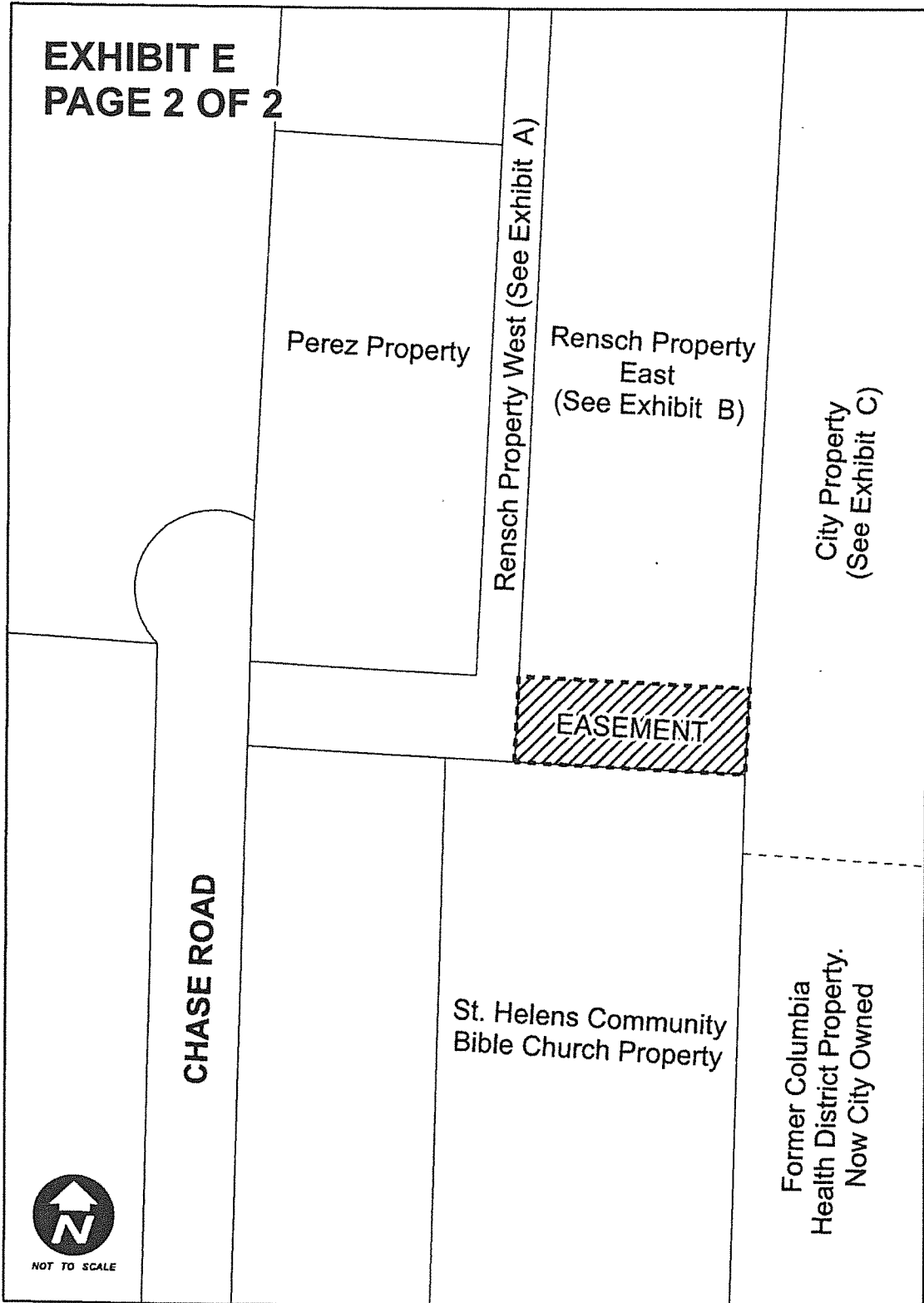


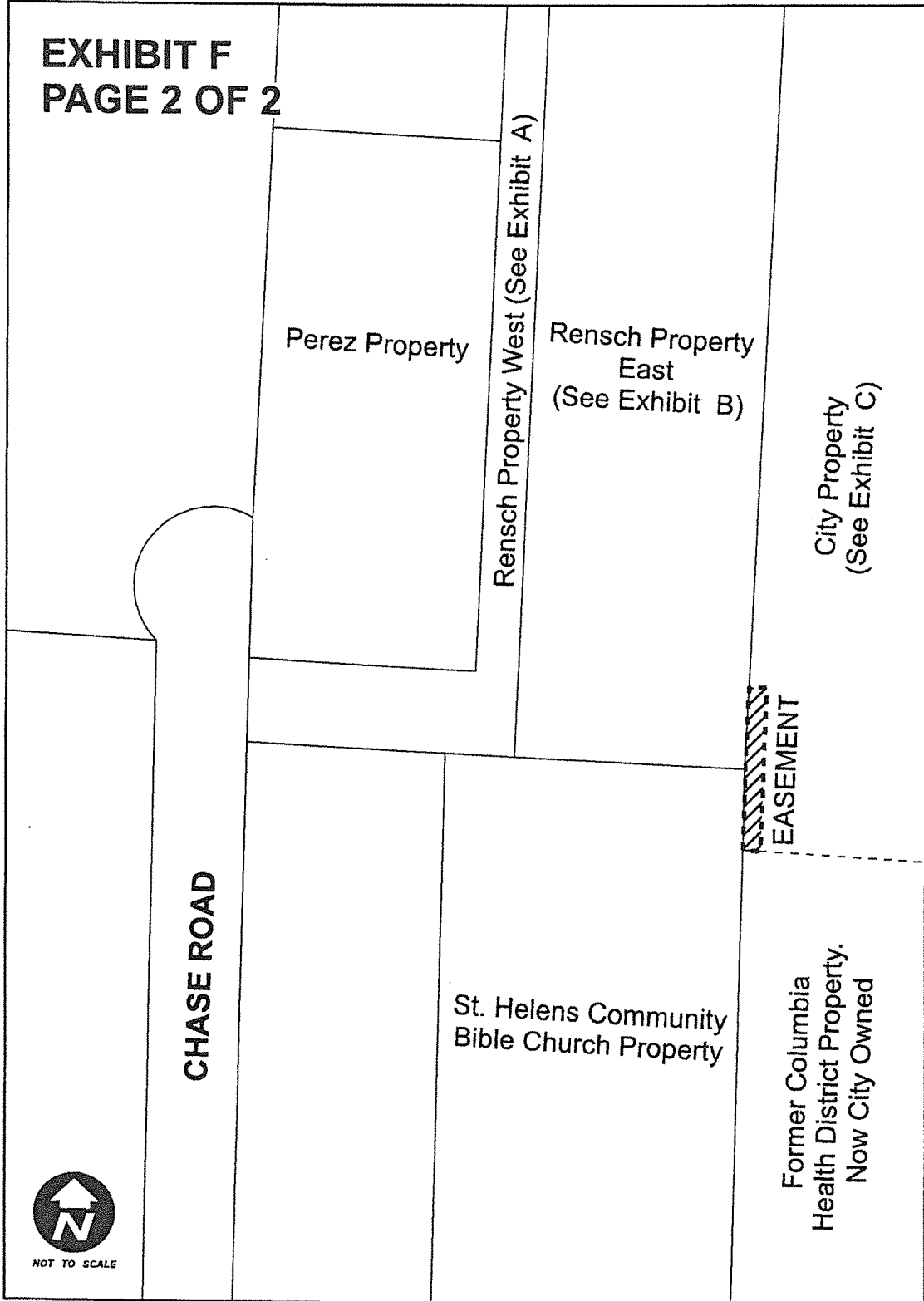
EXHIBIT F

Page 1 of 2

(City Property Easement Area)

Beginning at the southwest corner of the property described in Exhibit C, and proceeding north along the west property line of said property, 96 feet for a width of 10 feet on the east side of said west property line.

**EXHIBIT F
PAGE 2 OF 2**



NOT TO SCALE

EXHIBIT G

(Construction Insurance)

To: Insurance Agent. Please provide Certificate of Insurance to the project manager. During the term of the contract, please provide Certificates of Insurance prior to each renewal. Insurance shall be without prejudice to coverage otherwise existing. During the term of this contract, Contractor shall maintain in force at its own expense all insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017. All employers, including Contractors and any subcontractors, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

Commercial General Liability insurance on an occurrence basis, with a combined single limit of not less than \$2,000,000 or \$3,000,000 for each occurrence of bodily injury, personal injury, and property damage. It shall include coverage for broad form contractual liability; broad form property damage; personal and advertising injury; owners and contractor protective; premise/operations; and products/completed operations. Coverage shall not exclude excavation, collapse, underground, or explosion hazards. Aggregate limits shall apply on a per-project basis.

Required by City Not required by City By: _____ P.M. _____
(Mayor signature required) Mayor _____

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than \$2,000,000 or \$3,000,000 for each accident for Bodily Injury and Property Damage including coverage for owned, hired and non-owned vehicles. "Symbol One" coverage shall be designated.

Required by City Not required by City By: _____ P.M. _____
(Mayor signature required) Mayor _____

Builders Risk (*Check here is required*) insurance during construction to the extent of 100 percent of the value of the work for the benefit of the parties to the Contract as their interest may appear. Coverage shall also include: (1) formwork in place; (2) form lumber on site; (3) temporary structures; (4) equipment; and (5) supplies related to the work while at the site.

Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to the City. This notice provision shall be by endorsement physically attached to the certificate of insurance.

Additional Insured. For general liability insurance and automobile liability insurance the City, and its agents, officers, and employees will be Additional Insureds, but only with respect to Contractor's services to be provided under this contract. This coverage shall be by endorsement physically attached to the certificate of insurance.

The contractor shall defend, indemnify, and hold harmless, the Owner and the Owner's officers, agents, and employees against any liability that may be imposed upon them by reason of the Contractor's or subcontractor's failure to provide workers' compensation and employers liability coverage.

Certificates of Insurance. Contractor shall furnish insurance certificates acceptable to City prior to commencing work. The certificate will include the deductible or retention level and required endorsements. Insuring companies or entities are subject to City approval. If requested, copies of insurance policies shall be provided to the City. Contractor shall be responsible for all deductions, self-insured retention's and/or self-insurance.

EXHIBIT G

EXHIBIT H

(Liability Insurance)

Commercial general liability insurance, with limits, coverages and risks insured reasonably accepted to the Parties, and in no event less than \$2,000,000 combined single limit coverage, naming the other Parties as additional insureds.

EXHIBIT H