

## LICENSE AGREEMENT AND RIGHT OF ENTRY

This License Agreement (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Tualatin (“Grantor”), and Marguerite A. Robb, trustee of the Marguerite A. Robb Revocable Trust (“Grantee”), collectively referred to as the “Parties” in this Agreement.

### Recitals

**WHEREAS**, Grantor owns the real property described in the attached Exhibit A (“Grantor’s Property”).

**WHEREAS**, Grantee desires to use a portion of Grantor’s Property as a driveway for access to real property commonly referred to as 18585, 18589 and 18593 SW Boones Ferry Road, Washington County Assessor’s Tax Map and Lot 21S124B001300 (“Grantee’s Property”), which is currently inaccessible to Grantee because of a bridge that was destroyed in 2018.

**WHEREAS**, the Parties executed a Purchase and Sale Agreement (“PSA”) on or about August 12, 2024, in which Grantee agreed to sell Grantee’s Property to Grantor on the terms and conditions described in the PSA.

**WHEREAS**, Section 6.1.8 of the PSA entitles Grantee to occupy the residence located at 18593 SW Boones Ferry Road for a period of eighteen (18) months from the date of closing for the purpose of maintaining, caretaking and securing former Grantee’s Property pursuant to a Maintenance and Operations Agreement, which was executed by the Parties on August 12, 2024.

**WHEREAS**, Grantor agrees to allow Grantee to use the area identified in Exhibit B (“License Area”) in accordance with the terms of this Agreement and in furtherance of the Maintenance and Operations Agreement referenced above.

### Agreement

**NOW, THEREFORE**, the Parties agree as follows:

1. License. Grantor grants to Grantee a non-exclusive, temporary license (“License”) on and across the Grantor’s Property as graphically depicted in Exhibit B (the “License Area”) for vehicular and pedestrian access and roadway purposes. This Agreement will expire upon termination of the Maintenance and Operations Agreement referenced above and executed by the Parties on August 12, 2024, unless terminated earlier as set forth herein. Unless mutually agreed to in writing by the Parties, this Agreement shall not be subject to renewal. The actual consideration for the License is \$0.00. However, the true consideration is the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.
2. Rights Granted for License Area. Grantee and Grantee’s invitees will have the right to enter upon and use the License Area for roadway purposes, including all customary uses that

may arise out of or be necessitated by that use. The License Area may not be used by heavy construction vehicles or other types of vehicles that may cause damage to the License Area. Grantor reserves the right to use the License Area for all purposes that do not unreasonably interfere with Grantee's rights under this Agreement. Grantee may not construct any improvements within the License Area without Grantor's prior written authorization, which Grantor may authorize in its sole discretion. Grantor does not grant Grantee any mineral or subsurface rights to the Property.

3. Maintenance. While the Agreement is in effect, Grantor will maintain the License Area and Grantee will comply with all rules, laws, ordinances, and requirements regarding Grantee's use of the License Area. Prior to vacating the License Area, Grantee must remove all of its personal property, any improvements and return the License Area to the condition that existed prior to Grantee's use of the License Area unless agreed to by the Grantor.
4. Environmental Contamination. Grantee shall be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which the Grantee has brought onto the License Area; and promptly clean up, without cost to the Grantor, such spills, releases, discharges, or leaks to the Grantor's satisfaction and in compliance with all applicable federal, state, or local statutes, rules or ordinances.
5. Indemnity. Grantee will indemnify, defend, and hold Grantor harmless from and against any injury, expense, damage, liability, or claim including but not limited to attorney fees incurred by Grantor arising directly or indirectly from the rights granted by Grantor to Grantee in this Agreement or any act or omission by Grantee, its agents and assigns or any other person entering upon or using the License Area with Grantee's express or implied invitation or consent except for those acts occurring because of Grantor's negligent acts.
6. Insurance. Grantee shall carry commercially reasonable comprehensive liability coverage for injury to or death of a person or person and for damage to property occasioned by or arising out of any use of the License Area.
7. Default. If Grantee violates any of the terms, covenants, or conditions of this Agreement or fails to perform any of its obligations under this Agreement in a timely fashion, Grantor may declare in writing to Grantee that the License is null and void and of no further force and effect, provided Grantee will have five (5) business days to cure the default, or such additional time as Grantor may in writing and in its sole discretion permit.
8. General. This Agreement may not be assigned by Grantee to any other party. Grantee's obligation to indemnify Grantor and return the License Area to its original condition survives the termination of this Agreement. Time is of the essence under this Agreement. There are no third-party beneficiaries to this Agreement. This Agreement represents the entire agreement and understanding between the Parties. It is not effective until both Parties sign it. Any amendments to it must be in a separate writing that both Parties sign.

9. Exhibits. All exhibits to this Agreement are incorporated by reference into the Agreement as if they were set out in full within this document.

**GRANTOR: City of Tualatin**

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

Name: \_\_\_\_\_

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

**GRANTEE: Marguerite A. Robb, trustee of the Marguerite A. Robb Revocable Trust  
dated June 28, 2022**

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

Name: \_\_\_\_\_

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

## EXHIBIT A – Legal Description

### Parcel 1

That portion of the Northwest one-quarter of Section 24, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon, described as follows:

Beginning at a point on the center line of State Highway 217 (S.W. Boones Ferry Road), said point being North 0°01'08" West 593.17 feet and North 82°54'00" East 1120.85 feet from the West quarter corner of said Section 24; thence North 0°01'08" West 30.23 feet to a 5/8-inch iron rod set on the Northerly right of way of Highway 217 (S.W. Boones Ferry Road) and the true point of beginning; thence continuing North 0°01'08" West 230.43 feet to a 5/8-inch iron rod; thence South 82°55'22" West 3.07 feet to a 1-inch iron pipe; thence North 01°21'27" West 149.85 feet to a 3/4-inch iron pipe on the Southerly bank of the Tualatin River; thence continuing North 01°21'27" West 60.00 feet to a point in the Tualatin River; thence North 78°03'52" East 235.22 feet to an intersection with the Northerly extension of the Westerly line of that certain parcel of land shown on County Survey No. 4039, made for the Rose B. G. Thies Estate, November 30, 1950, by H. P. Barrows, County Surveyor; thence South 0°01'30" East 60.00 feet to a 1-inch iron pipe, as shown on said survey, on the Southerly bank of the Tualatin River; thence continuing South 0°01'30" East along said Westerly line 170.47 feet, to a 1-inch axle, as shown on said survey; thence continuing South 0°01'30" East 208.84 feet to a 5/8-inch iron rod set 45.00 feet from the center line of Highway 217, as described in that Deed to the State of Oregon, recorded in Book 613, Page 187, Deed Records of Washington County, Oregon; thence Southwesterly, along the Northerly right of way of Highway 217, as follows:

Southwesterly, along a spiral curve to the right (the long chord of which bears South 78°05'38" West 32.92 feet) 32.92 feet, to a 5/8-inch iron rod set 45.00 feet from the Centerline Station 18+25; thence South 68°32'14" West 74.88 feet to a 5/8-inch iron rod that is 30.00 feet from the centerline tangent as Centerline Station 19+00; thence South 82°54'00" West 85.89 feet to a 5/8-inch rod which is 30.00 feet from Centerline Station 19+86.58; thence continuing South 82°54'00" West 95.38 feet to the point of beginning.

EXCEPTING THEREFROM those portions thereof, if any, described in those certain documents recorded July 8, 1965, in Book 559, Page 467, and October 7, 1963, in Book 497, Page 351.

ALSO EXCEPTING that portion lying South of the Northerly line of that portion conveyed to the City of Tualatin for right of way purposes by Deed of Dedication recorded March 27, 2003 as Recorder's Fee No. 2003-046243, Washington County Records.

AND FURTHER EXCEPTING THEREFROM Ownership of the State of Oregon in and

to that portion of the premises herein described lying below the line of ordinary high water of the Tualatin River.

Parcel II

A tract of land situated in the Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, in the County of Washington and State of Oregon, being more particularly described as follows:

Beginning at a point on the Northerly line of Boones Ferry Road that is 905.5 feet Easterly from the intersection of the Northerly line of said road and the East line of Tualatin Road, said point being also 965.5 feet Easterly from the West line of said Section 24 and running thence from said beginning point North, parallel with said section line 231.0 feet; thence Easterly, parallel with Boones Ferry Road, 155 feet, more or less, to the West line of that certain tract conveyed to M. H. Kuper, et ux, by deed recorded in Book 144, Page 598; thence South, along the West line of said Kuper Tract, 231.0 feet to the Northerly line of Boones Ferry Road; thence Westerly, along the Northerly line of Boones Ferry Road, 155.0 feet to the point of beginning.

EXCEPTING THEREFROM that portion lying South of the Northerly line of that portion conveyed to the City of Tualatin for right of way purposes by Deed of Dedication recorded March 27, 2003, as Recorder's Fee No. 2003-046243, Washington County Records

