



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

BCC Agenda Date/Item: \_\_\_\_\_

March 20, 2025

Board of County Commissioners  
Clackamas County

**Approval of Permanent and Temporary Easements with Metro for the Stafford Road improvements project. Easement Compensation Value is \$137,647. Funding is through Community Road Fund and System Development Charges. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	<p>06/20/2024: Approval of Contract Amendment #5 with Consor North America, Inc. for the Stafford Road (Pattulo Wy to Rosemont Rd) Improvements Project.</p> <p>08/10/2023: Approval of Contract Amendment #4 with Consor North America, Inc. for the Stafford Road (Pattulo Wy to Rosemont Rd) Improvements Project.</p> <p>03/30/23: Approval of a Resolution of Necessity and purpose for Acquisition of Right of Way, Easements, and Fee Property and Authorizing Good Faith Negotiations and Condemnation actions for the Stafford Road (Pattulo Wy to Rosemont Rd) Improvements Project.</p> <p>11/12/20: Approval of Contract with Murraysmith, Inc. (now known as Consor North America, Inc.) for the Stafford Road (Pattulo Wy to Rosemont Rd) Improvements Project</p>		
<b>Performance Clackamas</b>	The project will build a strong infrastructure and ensure safe, healthy and secure communities.		
<b>Counsel Review</b>	Caleb Huegel	<b>Procurement Review</b>	No
<b>Contact Person</b>	Carol Hager	<b>Contact Phone</b>	503-742-4674

**EXECUTIVE SUMMARY:** Clackamas County is planning to widen Stafford Road to add bike lanes and realign the intersections at Johnson Road and Childs Road by adding a southbound left turn lane at Johnson Road and a roundabout at Childs Road. The project impacts sixteen properties comprised of both residential and commercial land uses. A construction contractor has been

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selected, the request for award will be forthcoming for the Board of County Commissioners' approval, and construction is scheduled to begin around May 1, 2025.

The project requires the acquisition of permanent and temporary easements from Metro. Staff utilized the services of qualified consultants to appraise the property and complete an appraisal review. Staff offered just compensation in the amount of \$137,647. Metro accepted the monetary offer as presented, and negotiations produced easement documents that have been reviewed and approved by the project team and County Counsel.

**RECOMMENDATION:** Staff respectfully recommends that the Board of County Commissioners:

- Accept the easements from Metro;
- Sign the two easement documents; and
- Record the signed easement documents.

Respectfully submitted,

*Dan Johnson*

Dan Johnson  
Director of Transportation & Development

**Grantor's Name and Address**

Metro  
600 NE Grand Ave.  
Portland, OR 97232

**Grantee's Name and Address**

Clackamas County  
150 Beaver Creek Rd.  
Oregon City, OR 97045

**After recording return to:**

Rebecca Guiao  
Office of Metro Attorney  
600 NE Grand Avenue  
Portland, Oregon 97232

**Send tax statements to:**

No change

**EASEMENT AGREEMENT**

**PERMANENT RIGHT OF WAY FOR ROAD PURPOSES**

THIS AGREEMENT is between Metro, an Oregon municipal corporation ("Metro"), and Clackamas County, a political subdivision of the State of Oregon, its heirs, successors and assigns ("County"), referred together as the "parties."

**RECITALS**

- A. Metro owns real property commonly known as Tax Lot 601, Township 2S, Range 1E, NW ¼ of Section 21 of the Willamette Meridian, in the County of Clackamas, State of Oregon, and legally described on Exhibit A attached hereto (the "Property").
- B. The County desires to construct and maintain a transportation improvement project through a portion of the Property as part of the Stafford Road: Pattulo Way to Rosemont Road Project (the "Project").
- C. The parties desire to create a right of way easement for the benefit of the County over portion of the Property and to establish rights and obligations concerning the construction of the Project and the use and maintenance of the Easement Area, defined below.

In consideration of the recitals and mutual benefits, covenants, and terms herein contained, Metro and the County agree as follows:

**1. Easement, Easement Purpose, and Easement Area.** Metro grants the County a permanent easement ("Easement") dedicated to the public for road and right of way purposes, in, under, upon and across Metro's Property located in Clackamas County, State of Oregon, more

particularly described as follows: A strip of land described and depicted in Exhibits B and C attached hereto and by this reference made a part hereof (the "Easement Area"). The true consideration for this Easement grant is one thousand six hundred sixty four and No/100 Dollars (\$1,664.00).

## **2. County's Use, Limitations, and Maintenance.**

a. The County is solely responsible for permitting designing, constructing, reconstructing, removing, operating, maintaining, repairing and/or replacing the Project allowed or constructed pursuant to the Easement.

b. The County must not disturb any ground or remove any trees without first giving notice of such action to Metro consistent with Section 11 below, providing construction plans, including erosion control, contractor information and work schedules for Metro's review and consultation, and obtaining Metro's prior written approval. Metro has provided its written approval of the County's initial construction of the Project.

c. The County must not dispose, release, or otherwise permit the disposal or release on the Property of substances defined as "hazardous materials," "toxic substances," or "solid waste," in federal, state, or local laws. The County must immediately notify Metro if any substance regulated above is accidentally released on the Property. The County is responsible for and must timely pay all costs of clean-up, remediation, and other costs associated with such release.

d. Immediately after the County performs work pursuant to the Easement, the construction area and ground surface must be left in a neat, safe, and presentable condition. In exercising its rights under this Agreement, the County must also repair any damage or disturbance to Metro's property adjacent to the Easement Area that may be caused by the exercise of the County's rights, and must restore the surface of Metro's adjacent property to its condition immediately prior to such damage or disturbance, including restoring or repairing any landscaping or vegetation damaged or disturbed by the County's activities on the Easement Area, to Metro's reasonable satisfaction. If such restoration is impracticable, the County must then pay Metro the fair market value of all damages.

e. The County's use of the Easement Area must comply with all applicable local, state, and federal laws and conditions associated with the Property and the Project.

## **3. Metro's Use.**

a. Except as described below, Metro retains all rights to the Easement Area not granted herein, provided that such use does not unreasonably interfere with the County's rights under this Agreement, and Metro conveys no other rights or interests in, to, or on the Property other than the rights granted in this Agreement. Metro may not construct or maintain any building or other structures upon the Easement Area.

b. The parties acknowledge that, to the extent so provided in ORS 105.672 to ORS 105.696, Metro is immune from liability for injuries incurred in the Easement Area by members of the public who access the Easement Area.

#### 4. Disclaimers.

a. The parties agree that all Easement rights will be exercised in compliance with all present and future laws, permits, rules, and regulations of Clackamas County, the State of Oregon, or other governmental body having jurisdiction over the Easement Area.

b. Metro disclaims any representation or warranty as to encumbrances or rights of third parties affecting the Property that may conflict or interfere with the rights granted herein, or that Metro holds all rights necessary or incident to the use of the Easement. Notwithstanding the foregoing, Metro represents that, to the best of its knowledge, no unrecorded encumbrances exist on the Property.

c. The County acknowledges that there may be risks in entering onto the Property and accepts any and all such risk. Metro makes no warranty or representation regarding the condition of the Property or its ability to accommodate the Easement's purpose. For purposes of the activities allowed by this Agreement, the County accepts the Property "AS-IS."

d. Metro is not responsible for the actions of the members of the public, trees, roots, plants, erosion, earth movement, or other natural conditions, and events which may affect or damage the Easement Area and use.

e. Metro bears no responsibility or liability for the use and Project permitted under or by this Agreement or damage by others, except for damage negligently or willfully caused by Metro, its contractors, or employees during ground disturbing construction activities on the Property. Notwithstanding, Metro is not responsible for any lost profits, consequential damages, punitive damages, or other financial damages that may be claimed by the County; Metro's sole responsibility is to repair the Easement Area to its condition prior to Metro's disturbance.

5. **Taxes.** The County agrees that it is responsible for the payment of taxes, fees, or assessments against Metro, if any, attributable to the County's use of the Easement Area or attributable to the County's ownership, use, or control of the Project on the Property.

6. **Construction Liens.** The County must indemnify Metro against any and all liens attaching against the Property and resulting from the County's, its contractors', and agents' activities on the Easement Area, and must obtain the immediate release of said liens.

7. **Insurance.** The County is self-insured or otherwise agrees to maintain a general commercial policy of insurance providing liability insurance coverage insuring the County's use of the Property and protecting Metro against third party claims for bodily injury, death, and property damage in an amount no less than \$2,000,000 per occurrence. Said policy must name Metro as an additional insured. Proof of said policy must be provided to Metro upon Metro's request.

**8. Termination.** The Easement is perpetual, subject to the following:

a. By Mutual Consent. The parties may terminate this Agreement by mutual consent, by signing and recording a notice of termination.

b. By Metro. If the County uses the Easement Area for a purpose other than the purposes set forth in this Agreement, or abandons the Project, Metro may terminate the Easement at any time by recording a notice of termination. However, before termination is permitted, Metro must give the County written notice of breach, Metro's intent to terminate, and not less than thirty (30) calendar days to cure the breach. If the breach is not timely cured, Metro may terminate the Agreement at any time by recording a notice of termination. If Metro, in its sole discretion, determines it is necessary, the County must record a quitclaim deed to Metro to extinguish the Agreement.

**9. Obligations that survive termination or abandonment of the Easement.**

Together with those in Section 2 above related to the County's obligations or liability, the provisions in this section survive the termination or abandonment of the Easement.

a. Unless previously removed or as otherwise agreed to in writing by Metro, upon termination or abandonment, the County must remove the Project and return the Property to a natural condition, all to Metro's approval. If the County fails to do so, Metro may, at its sole discretion, assume ownership of items remaining on the Property, in which case the County is required to reimburse Metro for its costs and fees incurred in removing the Project and reestablishing the area to its pre-existing or natural condition.

b. The County is liable for all damages and losses, including but not limited to damage to the Property, improvements, or trees and those suffered by third parties, caused by or arising out of the construction, maintenance, repair, replacement, or operation of the Project or use of the Easement Area, other than to the extent such claims arise from the negligent or willful conduct of Metro, its officers, directors, agents, employees, contractors, and subcontractors.

c. Subject to the limitations of Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act, ORS Chapter 30, the County must indemnify, defend, and hold harmless Metro, its elected officials, officers, employees, and agents from and against any and all claims, suits, actions, losses, damages, consequential or otherwise, liabilities, costs and expenses (including attorney fees and on appeal) recovered or made against Metro for any property damage or personal injury resulting from, relating to, or involving (i) the Project, (ii) the acts, omissions, or negligence of the County, its officers, directors, agents, employees, invitees, contractors, or subcontractors, or (iii) use of the Easement, whether or not due to County's own act or omission and whether or not occurring on the Easement Area; unless caused by the negligent or willful conduct of Metro, its officers, directors, agents, employees, contractors, and subcontractors.

**10. Dispute Resolution.** In the event that a dispute arises under this Agreement, the parties must first meet in an effort to resolve the dispute. Thereafter, all claims will be filed in Clackamas County Circuit Court, wherein all parties waive their right to a jury trial and any claim to attorney fees.

**11. Notice.** All notice and correspondence must be given in writing to the address set forth below and is deemed given upon (a) personal service, or (b) deposit in the United States Mail, postage prepaid. All such notices are deemed received (i) upon personal service, or (ii) three (3) days after deposit in the United States Mail, postage prepaid. Any party may change the address to which its notices are to be sent by duly giving notice pursuant to this Section.

To County: Clackamas County  
Clackamas County Engineering  
150 Beaver Creek Road  
Oregon City, Oregon 97045

To Metro: Metro  
Parks and Nature Director  
600 NE Grand Avenue  
Portland, Oregon 97232

Copy to: Metro  
Office of Metro Attorney  
600 NE Grand Avenue  
Portland, Oregon 97232

**12. Covenants.** The terms, conditions, and provisions of this Agreement extend to, bind, benefit, and burden the successors and assigns of the parties hereto and run with the land.

**13. Miscellaneous.** If any term or provision of this Agreement is held invalid or unenforceable by a court order or judgment, the validity of the remaining provisions is not affected. Failure at any time to require performance of any provision does not limit a party's right to enforce the provision. Any waiver of any breach is not a waiver of any succeeding breach or a waiver of any provision. The parties acknowledge and agree that time is of the essence with respect to every term, condition, obligation, and provision. The laws of the State of Oregon govern. No rights in the public or third parties are created. This Agreement is the entire, final, and complete agreement of the parties. This Agreement may only be amended in writing, as evidenced by a fully executed, acknowledged, and recorded document. This Agreement is executed on the last day signed below (the "Effective Date").

The parties have executed this Agreement as of the Effective Date.

METRO, an Oregon municipal corporation

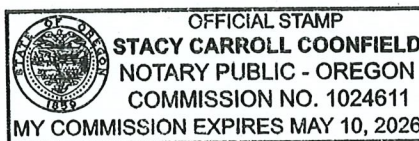
Andrew Scott

Andrew Scott  
Deputy Chief Operating Officer

State of OREGON  
County of MULTNOMAH

The foregoing instrument was acknowledged before me on February 20, 2025, by Andrew Scott, Deputy Chief Operating Officer, Metro, an Oregon municipal corporation.

Stacy Carroll Coonfield  
Notary Public - State of Oregon





CLACKAMAS COUNTY, a political subdivision of the State of Oregon

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

Title: \_\_\_\_\_

State of OREGON

County of CLACKAMAS

This foregoing instrument was acknowledged before me on \_\_\_\_\_,  
2025, by \_\_\_\_\_ as the \_\_\_\_\_ of  
Clackamas County, a political subdivision of the State of Oregon.

\_\_\_\_\_  
Notary Public - State of Oregon

**Exhibit A**  
**Legal Description of the Property**

PARCEL I

A tract of land situated in Section 21, Township 2 South, Range 1 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, being more particularly described as follows:

Beginning at an iron pipe at the Northeast corner of the Northwest one-quarter of the Northwest one-quarter of said Section 21, Township 2 South, Range 1 East; thence from said place of beginning South 89° 42' East along the North line of said Section 21, 405.92 feet; thence leaving said North line of Section 21, South 270.00 feet to an iron pipe; thence South 81° 19' East 92.45 feet to an iron pipe in Childs Road and the true place of beginning of the tract to be described. From said true place of beginning South 81° 19' East 222.65 feet to an iron pipe in Childs Road; thence South 8° 45' East 20.96 feet to an iron pipe in the approximate Southerly right of way line of said Childs Road; thence continuing South 8° 45' East 77.02 feet to an iron pipe; thence South 3° 45' West 231.96 feet to an iron pipe; thence South 2° 45' West 70.84 feet to an iron pipe; thence South 88° 26' 30" West 286.06 feet to a 5/8 inch iron rod; thence North 9° 09' East 430.65 feet to a 5/8 inch iron rod set in the center line of said Childs Road and the true place of beginning.

**Exhibit B**  
**Legal Description of the Easement Area**

Being a tract of land located in the NW 1/4 of Section 21, Township 2 South, Range 1 East, Willamette Meridian, Clackamas County, Oregon, and being a portion of that property described as Parcel I in that Deed to METRO, a municipal corporation and political subdivision of the state of Oregon, recorded June 20, 2008 as Deed Document No. 2008-044980, Clackamas County Deed Records, said tract of land lying on the Northerly side of the following described line:

Beginning at a point 13.00 feet right of SW Childs Road Design Centerline Station 'C' 101+41.71;

Thence Southeasterly, in a straight line, to a point 26.00 feet right of SW Childs Road Design Centerline Station 'C' 101+62.00;

Thence Easterly, in a straight line, to a point 28.60 feet right of SW Childs Road Design Centerline Station 'C' 102+04.00;

EXCEPTING therefrom any portion of said tract lying within the existing right-of-way of SW Childs Road.

The tract of land to which this description applies contains 374 square feet, more or less.

The stationing used to describe this tract is based on the design centerline of SW Childs Road, Clackamas County and more particularly described as follows:

**BEGINNING** at Engineer's centerline station 'C' 100+00.00 a point of curvature, said station being 288.25 feet South and 796.83 feet West of the North One-quarter corner of Section 21, Township 2 South, Range 1 East, W.M, the radial line of said point of curvature bears South 1°48'01" West; thence along the arc of a 800.00 foot radius curve to the right having a central angle of 7°09'07" (the long chord of which bears South 84°37'20" East 99.80 feet) 99.86 feet, engineer's centerline station 'C' 100+99.86; thence South 81°02'03" East 271.87 to a point of curvature, engineer's centerline station 'C' 103+71.73; thence along the arc of a 1993.00 foot radius curve to the right having a central angle of 04°37'28" (the long chord of which bears South 78°44'02" East 160.82 feet) 160.86 feet, engineer's centerline station 'C' 105+32.57; thence along the arc of a 140.00 foot radius curve to the right having a central angle of 28°46'11" (the long chord of which bears South 62°02'12" East 69.56 feet) 70.30 feet, engineer's centerline station 'C' 106+02.89; thence South 47°39'07" East 95.42 feet, engineer's centerline station 'C' 106+98.31 and the **TERMINUS** of this centerline description.

## Exhibit C Map of Easement Area

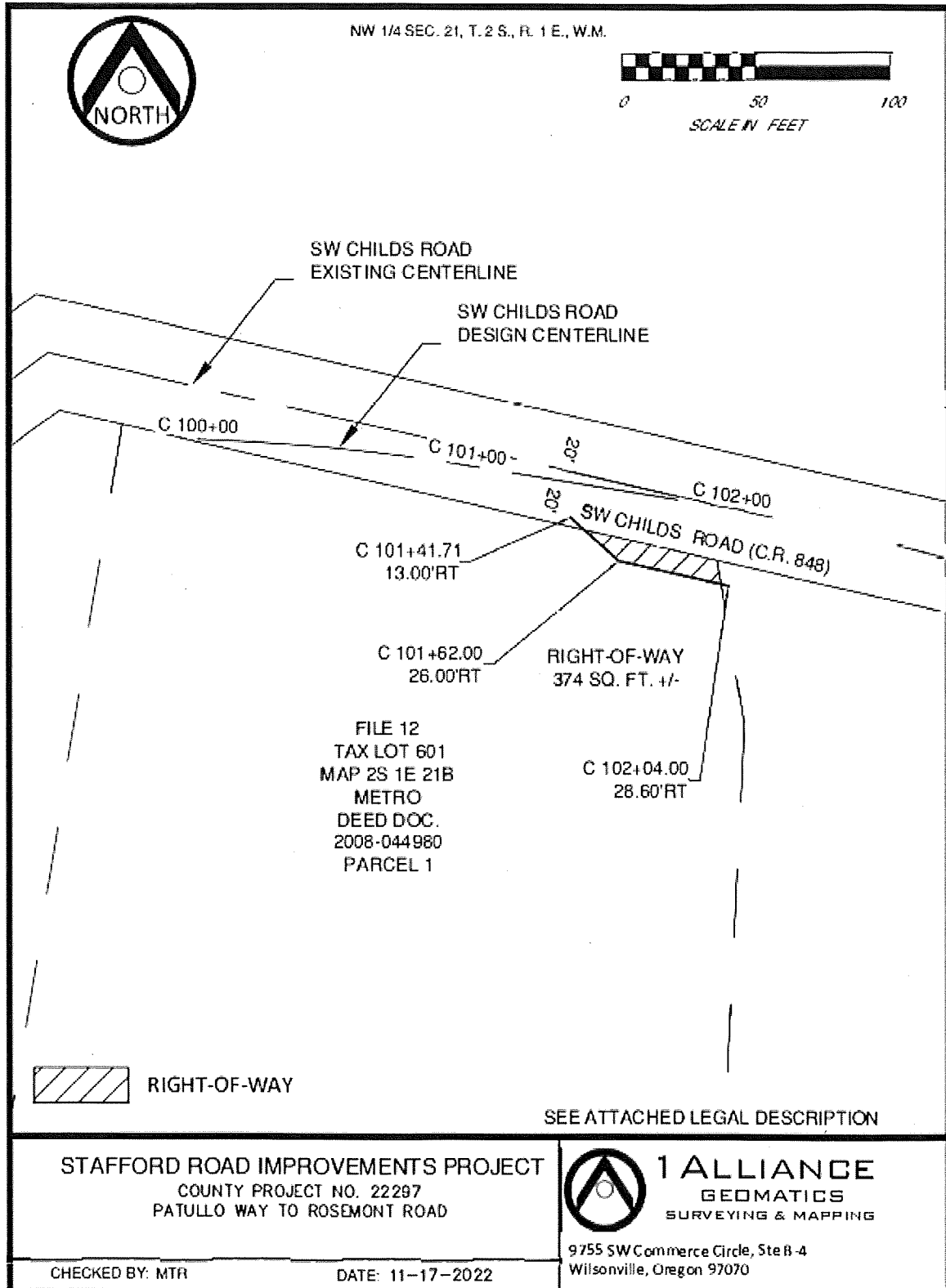


Exhibit C Stafford Road Project Easement – Pecan Creek Natural Area Tax Lot 601

**Grantor's Name and Address**

Metro  
600 NE Grand Ave.  
Portland, OR 97232

**Grantee's Name and Address**

Clackamas County  
150 Beavercreek Rd.  
Oregon City, OR 97045

**After recording return to:**

Rebecca Guiao  
Office of Metro Attorney  
600 NE Grand Avenue  
Portland, Oregon 97232

**Send tax statements to:**

No change

**EASEMENT AGREEMENT**

**PERMANENT RIGHT OF WAY FOR ROAD PURPOSES, PERMANENT SLOPE AND PUBLIC UTILITY EASEMENT, AND TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT is between Metro, an Oregon municipal corporation ("Metro"), and Clackamas County, a political subdivision of the State of Oregon, its heirs, successors and assigns ("County"), referred together as the "parties."

**RECITALS**

- A. Metro owns real property commonly known as Tax Lot 602, Township 2S, Range 1E, NW ¼ of Section 21 of the Willamette Meridian, in the County of Clackamas, State of Oregon, and legally described on Exhibit A attached hereto (the "Property").
- B. The County desires to construct and maintain a transportation improvement project through a portion of the Property as part of the Stafford Road: Pattulo Way to Rosemont Road Project (the "Project").
- C. The parties desire to create a right of way easement, slope and public utility easement, and temporary construction easement for the benefit of the County over portion of the Property and to establish rights and obligations concerning the construction of the Project and the use and maintenance of the Permanent ROW Easement Area, Permanent Slope and Public Utility Easement Area, and Temporary Construction Easement Area, defined below.

In consideration of the recitals and mutual benefits, covenants, and terms herein contained, Metro and the County agree as follows:

## **1. Easements, Easement Purposes, and Easement Areas.**

a. Permanent ROW Easement: Metro grants the County a permanent easement (“Permanent ROW Easement”) dedicated to the public for road and right of way purposes, in, under, upon and across Metro’s Property located in Clackamas County, State of Oregon, more particularly described as follows: A strip of land described and depicted as Tracts 1 and 2 in Exhibits B and C attached hereto and by this reference made a part hereof (the “Permanent ROW Easement Area”). The true consideration for this Permanent ROW Easement grant is one hundred twenty eight thousand six hundred and ten and No/100 Dollars (\$128,610.00).

b. Permanent Slope and Public Utility Easement: Metro grants the County a permanent easement (“Permanent Slope and Public Utility Easement”) for the construction, reconstruction, upgrade, replacement, repair, maintenance, and inspection of slopes, public utilities, and related appurtenances, in, under, upon, and across Metro’s Property located in Clackamas County, State of Oregon, more particularly described as follows: A strip of land described and depicted as Tract 3 in Exhibits B and C attached hereto and by this reference made a part hereof (the “Permanent Slope and Public Utility Easement Area”). The true consideration for this Permanent Slope and Public Utility Easement grant is one thousand one hundred seven and No/100 Dollars (\$1,107.00).

c. Temporary Construction Easement: Metro grants the County a temporary construction easement (“Temporary Construction Easement”) on Metro’s Property for the purpose of constructing improvements as a part of the Project, more particularly described as follows: A strip of land described and depicted as Tract 4 in Exhibits B and C attached hereto and by this reference made a part hereof (the “Temporary Construction Easement Area”). The true consideration for this Temporary Construction Easement grant is six thousand two hundred sixty-six and No/100 Dollars (\$6,266.00). The Temporary Construction Easement automatically terminates without further action of either party after the Project is originally constructed or thirty (30) months from the Effective Date of this Agreement, whichever occurs first. If Metro in its sole discretion determines it is necessary, the County will record a quitclaim deed to Metro to extinguish the Temporary Construction Easement.

d. The Permanent ROW Easement, the Permanent Slope and Public Utility Easement, and the Temporary Construction Easement are referred together as the “Easements.” The Permanent ROW Easement Area, Permanent Slope and Public Utility Easement Area, and Temporary Construction Easement Area are referred together as the “Easement Areas.”

## **2. County’s Use, Limitations, and Maintenance.**

a. The County is solely responsible for permitting designing, constructing, reconstructing, removing, operating, maintaining, repairing and/or replacing the Project allowed or constructed pursuant to the Permanent ROW Easement, Permanent Slope and Public Utility Easement, and Temporary Construction Easement.

b. The County must not disturb any ground or remove any trees without first giving notice of such action to Metro consistent with Section 11 below, providing construction plans, including erosion control, contractor information and work schedules for Metro’s review and

consultation, and obtaining Metro's prior written approval. Metro has provided its written approval of the County's initial construction of the Project.

c. The County must not dispose, release, or otherwise permit the disposal or release on the Property of substances defined as "hazardous materials," "toxic substances," or "solid waste," in federal, state, or local laws. The County must immediately notify Metro if any substance regulated above is accidentally released on the Property. The County is responsible for and must timely pay all costs of clean-up, remediation, and other costs associated with such release.

d. Immediately after the County performs work pursuant to the Easements, the construction area and ground surface must be left in a neat, safe, and presentable condition. In exercising its rights under this Agreement, the County must also repair any damage or disturbance to Metro's property adjacent to the Easement Areas that may be caused by the exercise of the County's rights, and must restore the surface of Metro's adjacent property to its condition immediately prior to such damage or disturbance, including restoring or repairing any landscaping or vegetation damaged or disturbed by the County's activities on the Easement Areas, to Metro's reasonable satisfaction. If such restoration is impracticable, the County must then pay Metro the fair market value of all damages.

e. The County's use of the Easement Areas must comply with all applicable local, state, and federal laws and conditions associated with the Property and the Project.

### **3. Metro's Use.**

a. Except as described below, Metro retains all rights to the Easement Areas not granted herein, provided that such use does not unreasonably interfere with the County's rights under this Agreement, and Metro conveys no other rights or interests in, to, or on the Property other than the rights granted in this Agreement. Metro may grant other easements within the Permanent Slope and Public Utility Easement Area and Temporary Construction Easement Area as long as they do not unreasonably interfere with County's use of the Permanent Slope and Public Utility Easement and Temporary Construction Easement.

- i. For the Permanent ROW Easement Area, Metro may not construct or maintain any building or other structures upon the Permanent ROW Easement Area.
- ii. For the Permanent Slope and Utility Easement Area, Metro may not construct or maintain any building or other structures upon the Permanent Slope and Utility Easement Area without prior written approval from the Clackamas County Department of Transportation and Development. In addition, Metro may not alter the configuration of the material forming the slope, including alteration by addition or removal of material, without prior written approval from the Clackamas County Department of Transportation and Development.
- iii. For the Temporary Construction Easement Area, Metro may not install any improvements within the Temporary Construction Easement Area without written approval of the County, which approval will not be unreasonably withheld, prior

to the County's use of the Temporary Construction Easement Area for the period of time that this Temporary Construction Easement remains in effect.

b. The parties acknowledge that, to the extent so provided in ORS 105.672 to ORS 105.696, Metro is immune from liability for injuries incurred in the Easement Areas by members of the public who access the Easement Areas.

#### **4. Disclaimers.**

a. The parties agree that all Easement rights will be exercised in compliance with all present and future laws, permits, rules, and regulations of Clackamas County, the State of Oregon, or other governmental body having jurisdiction over the Easement Areas.

b. Metro disclaims any representation or warranty as to encumbrances or rights of third parties affecting the Property that may conflict or interfere with the rights granted herein, or that Metro holds all rights necessary or incident to the use of the Easements. Notwithstanding the foregoing, Metro represents that, to the best of its knowledge, no unrecorded encumbrances exist on the Property.

c. The County acknowledges that there may be risks in entering onto the Property and accepts any and all such risk. Metro makes no warranty or representation regarding the condition of the Property or its ability to accommodate the Easements' purposes. For purposes of the activities allowed by this Agreement, the County accepts the Property "AS-IS."

d. Metro is not responsible for the actions of the members of the public, trees, roots, plants, erosion, earth movement, or other natural conditions, and events which may affect or damage the Easement Areas and use.

e. Metro bears no responsibility or liability for the use and Project permitted under or by this Agreement or damage by others, except for damage negligently or willfully caused by Metro, its contractors, or employees during ground disturbing construction activities on the Property. Notwithstanding, Metro is not responsible for any lost profits, consequential damages, punitive damages, or other financial damages that may be claimed by the County; Metro's sole responsibility is to repair the Easement Areas to its condition prior to Metro's disturbance.

**5. Taxes.** The County agrees that it is responsible for the payment of taxes, fees, or assessments against Metro, if any, attributable to the County's use of the Easement Areas or attributable to the County's ownership, use, or control of the Project on the Property.

**6. Construction Liens.** The County must indemnify Metro against any and all liens attaching against the Property and resulting from the County's, its contractors', and agents' activities on the Easement Areas, and must obtain the immediate release of said liens.

**7. Insurance.** The County is self-insured or otherwise agrees to maintain a general commercial policy of insurance providing liability insurance coverage insuring the County's use of the Property and protecting Metro against third party claims for bodily injury, death, and property damage in an amount no less than \$2,000,000 per occurrence. Said policy must name



Metro as an additional insured. Proof of said policy must be provided to Metro upon Metro's request.

## **8. Termination.**

a. The Permanent ROW Easement and Permanent Slope and Public Utility Easement are perpetual, subject to the following:

- i. By Mutual Consent. The parties may terminate this Agreement by mutual consent, by signing and recording a notice of termination.
- ii. By Metro. If the County uses the Easement Areas for a purpose other than the purposes set forth in this Agreement, or abandons the Project, Metro may terminate the Easements at any time by recording a notice of termination. However, before termination is permitted, Metro must give the County written notice of breach, Metro's intent to terminate, and not less than thirty (30) calendar days to cure the breach. If the breach is not timely cured, Metro may terminate the Agreement at any time by recording a notice of termination. If Metro, in its sole discretion, determines it is necessary, the County must record a quitclaim deed to Metro to extinguish the Agreement.

b. The Temporary Construction Easement will terminate pursuant to the terms set forth above.

## **9. Obligations that survive termination or abandonment of the Easements.**

Together with those in Section 2 above related to the County's obligations or liability, the provisions in this section survive the termination or abandonment of the Easements.

a. Unless previously removed or as otherwise agreed to in writing by Metro, upon termination or abandonment, the County must remove the Project and return the Property to a natural condition, all to Metro's approval. If the County fails to do so, Metro may, at its sole discretion, assume ownership of items remaining on the Property, in which case the County is required to reimburse Metro for its costs and fees incurred in removing the Project and reestablishing the area to its pre-existing or natural condition.

b. The County is liable for all damages and losses, including but not limited to damage to the Property, improvements, or trees and those suffered by third parties, caused by or arising out of the construction, maintenance, repair, replacement, or operation of the Project or use of the Easement Area, other than to the extent such claims arise from the negligent or willful conduct of Metro, its officers, directors, agents, employees, contractors, and subcontractors.

c. Subject to the limitations of Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act, ORS Chapter 30, the County must indemnify, defend, and hold harmless Metro, its elected officials, officers, employees, and agents from and against any and all claims, suits, actions, losses, damages, consequential or otherwise, liabilities, costs and expenses (including attorney fees and on appeal) recovered or made against Metro for any property damage or personal injury resulting from, relating to, or involving (i) the Project, (ii) the acts,

omissions, or negligence of the County, its officers, directors, agents, employees, invitees, contractors, or subcontractors, or (iii) use of the Easements, whether or not due to County's own act or omission and whether or not occurring on the Easement Areas; unless caused by the negligent or willful conduct of Metro, its officers, directors, agents, employees, contractors, and subcontractors.

**10. Dispute Resolution.** In the event that a dispute arises under this Agreement, the parties must first meet in an effort to resolve the dispute. Thereafter, all claims will be filed in Clackamas County Circuit Court, wherein all parties waive their right to a jury trial and any claim to attorney fees.

**11. Notice.** All notice and correspondence must be given in writing to the address set forth below and is deemed given upon (a) personal service, or (b) deposit in the United States Mail, postage prepaid. All such notices are deemed received (i) upon personal service, or (ii) three (3) days after deposit in the United States Mail, postage prepaid. Any party may change the address to which its notices are to be sent by duly giving notice pursuant to this Section.

To County: Clackamas County  
Clackamas County Engineering  
150 Beaver Creek Road  
Oregon City, Oregon 97045

To Metro: Metro  
Parks and Nature Director  
600 NE Grand Avenue  
Portland, Oregon 97232

Copy to: Metro  
Office of Metro Attorney  
600 NE Grand Avenue  
Portland, Oregon 97232

**12. Covenants.** The terms, conditions, and provisions of this Agreement extend to, bind, benefit, and burden the successors and assigns of the parties hereto and run with the land.

**13. Miscellaneous.** If any term or provision of this Agreement is held invalid or unenforceable by a court order or judgment, the validity of the remaining provisions is not affected. Failure at any time to require performance of any provision does not limit a party's right to enforce the provision. Any waiver of any breach is not a waiver of any succeeding breach or a waiver of any provision. The parties acknowledge and agree that time is of the essence with respect to every term, condition, obligation, and provision. The laws of the State of Oregon govern. No rights in the public or third parties are created. This Agreement is the entire, final, and complete agreement of the parties. This Agreement may only be amended in writing, as evidenced by a fully executed, acknowledged, and recorded document. This Agreement is executed on the last day signed below (the "Effective Date").

The parties have executed this Agreement as of the Effective Date.

METRO, an Oregon municipal corporation

Andrew Scott

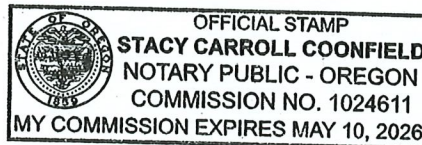
Andrew Scott  
Deputy Chief Operating Officer

State of OREGON  
County of MULTNOMAH

The foregoing instrument was acknowledged before me on February 20, 2025, by Andrew Scott, Deputy Chief Operating Officer, Metro, an Oregon municipal corporation.

Stacy Carroll Coonfield

Notary Public - State of Oregon



CLACKAMAS COUNTY, a political subdivision of the State of Oregon

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

State of OREGON  
County of CLACKAMAS

This foregoing instrument was acknowledged before me on \_\_\_\_\_,  
2025, by \_\_\_\_\_ as the \_\_\_\_\_ of  
Clackamas County, a political subdivision of the State of Oregon.

\_\_\_\_\_  
Notary Public - State of Oregon

**Exhibit A**  
**Legal Description of the Property**

PARCEL III:

A tract of land situated in Section 21, Township 2 South, Range 1 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, being more particularly described as follows:

Beginning at an iron pipe at the Northeast corner of the Northwest one-quarter of the Northwest one-quarter of said Section 21, Township 2 South, Range 1 East; thence from said place of beginning South 89° 41' East along the North line of said Section 21, 405.92 feet; thence leaving said North line of Section 21, South 270.00 feet to an iron pipe; thence South 81° 19' East a distance of 95 feet, more or less, to the most Northerly Northeast corner of that certain tract conveyed to Herbert A. Stevens, et ux, by deed recorded May 12, 1964, in Book 639, Page 846, Deed Records of Clackamas County, Oregon; thence South 9° 09' West a distance of 430.85 feet to an iron pipe; thence North 88° 26' 30" East a distance of 286.06 feet to an iron pipe and being the true point of beginning of the tract herein to be described; thence South 84° 41' East a distance of 137.15 feet to an iron pipe in the Northwesterly right of way line of Stafford Road; thence Northeasterly along said Northwesterly right of way line of Stafford Road to the intersection of the centerline of Childs Road; thence North 81° 19' West along the approximate centerline of Childs Road a distance of 565.00 feet, more or less, to the Northeast corner of that tract of land designated as Parcel 3 in Bargain and Sale Deed to the Stevens Family Farms Limited Partnership and recorded October 1, 1993, Recorder's Fee No. 93-071829, Clackamas County Deed Records; thence South 8° 45' East 20.96 feet to an iron pipe in the approximate Southerly right of way line of said Childs Road; thence continuing South 8° 45' East 77.02 feet to an iron pipe; thence South 3° 45' West 231.96 feet to an iron pipe; thence South 2° 45' West 70.84 feet to an iron pipe and the true place of beginning.

EXCEPTING THEREFROM those portions of said property located within public roads.

**Exhibit B**  
**Legal Description of Easement Areas**

**TRACT 1 – RIGHT-OF-WAY**

Being a tract of land located in the NW 1/4 of Section 21, Township 2 South, Range 1 East, Willamette Meridian, Clackamas County, Oregon, and being a portion of that property described as Parcel III in that Deed to METRO, a municipal corporation and political subdivision of the state of Oregon, recorded June 20, 2008 as Deed Document No. 2008-044980, Clackamas County Deed Records, said tract of land lying Northerly and Easterly side of the following described line:

Beginning at a point 28.04 feet right of SW Childs Road Design Centerline Station 'C' 101+95.00;

Thence Easterly, in a straight line, to a point 37.00 feet right of SW Childs Road Design Centerline Station 'C' 103+40.00;

Thence Southeasterly, in a straight line, to a point 51.32 feet right of SW Childs Road Design Centerline Station 'C' 103+56.00;

Thence Southeasterly, in a straight line, to a point 85.33 feet right of SW Childs Road Design Centerline Station 'C' 105+00.50;

Thence Southeasterly, in a straight line, to a point 95.21 feet right of SW Childs Road Design Centerline Station 'C' 105+19.82;

Thence Southerly, in a straight line, to a point 113.63 feet right of SW Childs Road Design Centerline Station 'C' 105+27.90;

Thence Southerly, in a straight line, to a point 135.94 feet right of SW Childs Road Design Centerline Station 'C' 105+24.72;

Thence Southwesterly, in a straight line, to a point 173.38 feet right of SW Childs Road Design Centerline Station 'C' 105+14.65;

Thence Southwesterly, in a straight line, to a point 221.00 feet right of SW Childs Road Design Centerline Station 'C' 104+90.42;

Thence Southwesterly, in a straight line, to a point 288.97 feet right of SW Childs Road Design Centerline Station 'C' 104+52.67;

Thence Southeasterly, in a straight line, to a point 290.06 feet right of SW Childs Road Design Centerline Station 'C' 104+54.63;

EXCEPTING therefrom any portion of said tract lying within the existing right-of-way of Stafford Road.

ALSO EXCEPTING therefrom any portion of said tract lying within the existing rightof-way of SW Childs Road.

The tract of land to which this description applies contains 23,273 square feet, more or less.

#### **TRACT 2 – RIGHT-OF-WAY**

Being a tract of land located in the NW 1/4 of Section 21, Township 2 South, Range 1 East, Willamette Meridian, Clackamas County, Oregon, and being a portion of that property described as Parcel III in that Deed to METRO, a municipal corporation and political subdivision of the state of Oregon, recorded June 20, 2008 as Deed Document No. 2008-044980, Clackamas County Deed Records, said tract of land being all that portion lying Northeasterly of the design centerline of SW Childs Road described hereon.

The tract of land to which this description applies contains 5,628 square feet, more or less.

#### **TRACT 3 - SLOPE AND PUBLIC UTILITY EASEMENT**

Being a tract of land located in the NW 1/4 of Section 21, Township 2 South, Range 1 East, Willamette Meridian, Clackamas County, Oregon, and being a portion of that property described as Parcel III in that Deed to METRO, a municipal corporation and political subdivision of the state of Oregon, recorded June 20, 2008 as Deed Document No. 2008-044980, Clackamas County Deed Records, said tract of land lying Northerly of the following described line:

Beginning at a point 35.05 feet right of SW Childs Road Design Centerline Station 'C' 101+95.00;

Thence Easterly, in a straight line, to a point 44.53 feet right of SW Childs Road Design Centerline Station 'C' 103+48.42;

EXCEPTING therefrom Tract 1

The tract of land to which this description applies contains 995 square feet, more or less.

#### **TRACT 4 - TEMPORARY CONSTRUCTION EASEMENT**

Being a tract of land located in the NW 1/4 of Section 21, Township 2 South, Range 1 East, Willamette Meridian, Clackamas County, Oregon, and being a portion of that property described as Parcel III in that Deed to METRO, a municipal corporation and political subdivision of the state of Oregon, recorded June 20, 2008 as Deed Document No. 2008-044980, Clackamas County Deed Records, said tract of land lying Northerly, Easterly, and Southeasterly of the following described line:

Beginning at a point 61.69 feet right of SW Childs Road Design Centerline Station

'C' 103+56.00;

Thence Easterly, in a straight line, to a point 89.76 feet right of SW Childs Road Design Centerline Station 'C' 104+72.00;

Thence Southerly, in a straight line, to a point 155.00 feet right of SW Childs Road Design Centerline Station 'C' 104+57.00;

Thence Southeasterly, in a straight line, to a point 181.25 feet right of SW Childs Road Design Centerline Station 'C' 104+98.65;

Thence Southwesterly, in a straight line, to a point 220.19 feet right of SW Childs Road Design Centerline Station 'C' 104+78.42;

Thence Southwesterly, in a straight line, to a point 288.97 feet right of SW Childs Road Design Centerline Station 'C' 104+52.67;

Thence Southeasterly, in a straight line, to a point 290.06 feet right of SW Childs Road Design Centerline Station 'C' 104+54.63;

EXCEPTING therefrom Tract's 1 and 2

The tract of land to which this description applies contains 6,705 square feet, more or less.

The stationing used to describe these tracts is based on the design centerline of SW Childs Road, Clackamas County and more particularly described as follows:

**BEGINNING** at Engineer's centerline station 'C' 100+00.00 a point of curvature, said station being 288.25 feet South and 796.83 feet West of the North One-quarter corner of Section 21, Township 2 South, Range 1 East, W.M, the radial line of said point of curvature bears South 1°48'01" West; thence along the arc of a 800.00 foot radius curve to the right having a central angle of 7°09'07" (the long chord of which bears South 84°37'20" East 99.80 feet) 99.86 feet, engineer's centerline station 'C' 100+99.86; thence South 81°02'03" East 271.87 to a point of curvature, engineer's centerline station 'C' 103+71.73; thence along the arc of a 1993.00 foot radius curve to the right having a central angle of 04°37'28" (the long chord of which bears South 78°44'02" East 160.82 feet) 160.86 feet, engineer's centerline station 'C' 105+32.57; thence along the arc of a 140.00 foot radius curve to the right having a central angle of 28°46'11" (the long chord of which bears South 62°02'12" East 69.56 feet) 70.30 feet, engineer's centerline station 'C' 106+02.89; thence South 47°39'07" East 95.42 feet, engineer's centerline station 'C' 106+98.31, also being Stafford Road centerline station 31+51.84 and the **TERMINUS** of this centerline description.



## Exhibit C Map of Easement Areas

