

March 31, 2022

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Joint Reciprocal Parking Space Easement for the  
Sandy Health Center Project with the City of Sandy funded through budgeted Health Centers Division  
Fund Balance  
No County General Funds Involved

<b>Purpose/ Outcome</b>	The request for the approval of a Joint Reciprocal Parking Space Easement required by the City of Sandy for the new Sandy Health Center Building, scheduled to open May 2022.
<b>Dollar Amount and Fiscal Impact</b>	AKS Engineers charged Health Centers Division \$1,500 dollars to develop the Exhibits (i.e. A, B, and C) required for the County Counsel document.  No County General Funds will be used for this Easement request.
<b>Funding Source</b>	Health Centers Division Fund Balance is 100% of the project costs.
<b>Duration</b>	June 22, 2021 – May 11, 2022, Planned Construction Schedule.
<b>Previous Board Action/ Review</b>	Board approved Banlin Construction Change Order No. 7 on February 3, 2022.
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and secure communities. 2. Building a strong infrastructure.
<b>County Review</b>	This Easement was reviewed and approved by County Counsel AN on March 1, 2022
<b>Procurement Review</b>	1. Was the item processed through Procurement? No 2. Worked with County Counsel, AKS Engineers, and County Recorder's Office to produce and review this Easement.
<b>Contact Person</b>	Deborah Cockrell – Health Centers Division, Director: 503-756-9674
<b>Contract No.</b>	H3S 10597

**BACKGROUND:** The Health Centers Division of the Health, Housing and Human Services Department (H3S Department) requests the approval of this Joint Reciprocal Parking Space Easement as a Land Use requirement of the City of Sandy Zoning and Planning Office. This is a major item on the City's processing Checklist. Specifically, there are six (6) shared parking spaces that will allow County citizens visiting the Health Center or the Sandy Police Station to park direction on the property line that is between both buildings. This provides a win-win scenario for both the City and County for usage. This easement must be fully executed prior to the City of Sandy approving the Certificate of Occupancy for the new Sandy Health Center.

**PROJECT OVERVIEW:** The new Sandy Health Center Project is a 9,400 square foot one-level facility that will provide behavioral care, dental care, health care, and a modest pharmacy. This new building will service the City of Sandy, and rural Clackamas County. The new building address is 39740 Pleasant Street, Sandy Oregon, 97055. The property is located at the corner of Ten Eyck Road and Highway 26, the east side of Sandy.

**RECOMMENDATION:** We recommend the approval of this required Easement and that Tootie Smith, Chair of the Board of County Commissioners sign on behalf of the Board of County Commissioners.

Respectfully submitted,

*Rodney A. Cook*

Rodney A. Cook, Director  
Health, Housing and Human Services

**AFTER RECORDING RETURN TO:**

The City of Sandy  
39250 Pioneer Blvd.  
Sandy, Oregon 97055

**SEND A RECORDED COPY TO:**

Attention: Steve Kelly  
Clackamas County-Health Centers  
Public Services Building  
2051 Kaen Road, Suite 245  
Oregon City, OR 97045

**JOINT RECIPROCAL PARKING SPACE EASEMENT**

This Joint Reciprocal Parking Space Easement is made by and between Clackamas County (“the County”), and the City of Sandy, an Oregon municipal corporation (“the City”), each a (“Party” or collectively the “Parties”).

In consideration of the premises and other valuable consideration, the receipt and sufficiency of which are acknowledged, the County and the City agree as follows:

1. **Grant of Joint Reciprocal Easement.** The County and the City hereby grant to one another a mutual and perpetual joint reciprocal easement and right-of-way access (the “Easement”) for the use, maintenance, and repair of six (6) parking spaces on, over, across and through the real properties owned by the County and the City, situated in the County of Clackamas, State of Oregon, as described in “Exhibit A,” attached hereto and incorporated herein by this reference as if fully set forth, and as depicted in “Exhibit B,” also attached hereto and incorporated herein by this reference as if fully set forth (the “Easement Area”). No above-ground structures, barriers, fences, buildings, or other improvements of any kind will be installed in the Easement Area.
2. **Nature of Easement.** Due to the position of the existing lot line, the six spaces are shared as follows: approximately one-third of each space is located on the County property, and the approximately other two-thirds of each space are located on the City property. For practical purposes, the County is granted exclusive access and use to the northernmost two parking spaces, and the City is granted exclusive access and use to the four remaining parking places, as set forth on the map attached hereto as Exhibit C and incorporated by this reference as if fully set forth.
3. **Maintenance.** The cost of future reciprocal access repairs shall be apportioned according to the percentage of ownership, with the City responsible for 2/3 of all repair and maintenance costs and the County responsible for 1/3 of all repair and maintenance costs. In the event either Party damages

the spaces, it shall be the obligation of said Party to repair the same. Both Parties shall not alter, nor cause to be altered, nor materially interfere with the spaces in existence without mutual consent. Each Party's obligations under this Section 3 are contingent upon availability of sufficient funds to complete the repair or maintenance, as determined by the Party performing the repair or maintenance, in its sole administrative discretion.

4. **Access.** Both the County and the City shall have the right of reasonable access throughout the Easement Area for the purpose of use, maintenance, and repair of the parking spaces in or on the Easement Area, and the right to remove any structure or vegetation necessary or convenient to accomplish the same.

5. **Indemnity.** Subject to the limits of the Oregon Constitution and the Oregon Tort Claim Act (ORS 30.260 to 30.300), the County hereby indemnifies the City from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon the negligent acts or omissions of the County.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claim Act (ORS 30.260 to 30.300), the City hereby indemnifies the County from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon the negligent acts or omissions of the City.

6. **Successors.** This Easement runs with the land and shall bind and inure to the benefit of the respective successors and assigns of the parties hereto. In the event of a sale of the County's premises by the County, its successor shall be bound to the terms of this Easement. Moreover, in the event of the sale of the City's premises by the City, its successor shall be bound to the terms of this Easement.

7. **Recording.** The County and the City acknowledge that this instrument will be recorded with the deed records of Clackamas County, Oregon.

8. **Termination.** This Easement shall terminate, and the Easement Area extinguished, by operation of law if the following events occur; (1) the Easement is no longer used for parking; or (2) by written mutual consent of the parties. Either Party may also terminate and extinguish this Easement if, after thirty (30) days' notice and opportunity to cure, the non-terminating Party violates any material term or condition of this Easement. If this Easement is terminated and the Easement extinguished, the terminating Party may, without notice to the non-terminating Party, record an easement termination document in the real property records of Clackamas County, Oregon.

9. **Governing Law.** This Easement and the provisions herein shall be interpreted, construed, and enforced in accordance with the laws of the state of Oregon.

10. **Counterparts.** This Easement may be executed in multiple counterparts, each of which shall be deemed originals, and all of which taken together shall constitute one instrument. The Parties may execute and deliver this easement by forwarding signed facsimile copies or electronic scan copies of this easement, which shall have the same binding effect as original signatures.

11. **Covenants Running with the Land/Assignment.** The Parties to this Easement acknowledge and agree that the rights conferred by this Easement are intended to, and do, constitute covenants that

run with the land and shall inure to the benefit of and be binding upon the Parties and their respective grantees, heirs, successors and assigns.

12. **Effective Date.** This Easement shall be effective upon the last date it is executed by both parties.

13. **Notices.** Any notice permitted or required by this easement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the Party's address set forth below their respective signatures to this Easement, or to such other address designated in writing to the other Party. Party's Notice addresses are as follows:

The City of Sandy  
39250 Pioneer Blvd.  
Sandy, Oregon 97055

Clackamas County-Health Centers  
Public Services Building  
2051 Kaen Road, 3<sup>rd</sup> Floor  
Oregon City, OR 97045

14. **No Attorneys' Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this easement, each Party shall be responsible for its own attorneys' fees and expenses.

15. **Non-Waiver of Governmental Rights.** Subject to the terms and conditions of this Easement, neither Party is obligating itself with respect to any discretionary action relating to the Easement including, but not limited to, condemnation, comprehensive planning, rezoning, variances, environmental clearances or any other governmental approvals that are or may be required.

16. **Relationship.** Nothing contained in this easement will create a joint venture or partnership, establish a relationship of principal and agent, establish a relationship of employer and employee, or any other relationship of a similar nature between the Grantees and Grantor.

17. **Waiver.** Failure of either Party at any time to require performance of any provision of this easement shall not limit the Party's right to enforce the provision. Waiver of any breach of any provision shall not be waiver of any succeeding breach of the provision or waiver of the provision itself or any other provision.

18. **Debt Limitation.** This Easement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with law, are deemed inoperative to that extent.

**[Signature Pages Follow]**

By execution of this Easement, the undersigned parties grant, and accept, the reciprocal easements described in Section 1 of this Easement.

**City of Sandy**

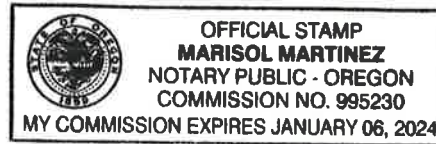
Jordan Wheeler  
Jordan Wheeler

City Manager  
Title

STATE OF OREGON )  
 ) ss  
County of CLACKAMAS )

On the 3<sup>rd</sup> day of MARCH, 2022, before me, a Notary Public, personally appeared Jordan Wheeler, personally known to me (or proved to me on the basis of satisfactory evidence) as City Manager of the City of Sandy, an Oregon Municipal Corporation and said instrument was signed and sealed on behalf of said corporation and he acknowledged said instrument to be its voluntary act and deed. Before me:

Marisol Martinez  
Notary Public for Oregon  
My Commission Expires: January 06, 2024



**Clackamas County**

\_\_\_\_\_  
Tootie Smith

Chair  
Title

STATE OF \_\_\_\_\_ )  
 ) ss  
County of \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public, personally appeared Tootie Smith, personally known to me (or proved to me on the basis of satisfactory evidence) as Chair of the Board of Clackamas County Commissioners, a political subdivision of the State of Oregon and said instrument was signed and sealed on behalf of said corporation and she acknowledged said instrument to be its voluntary act and deed. Before me:

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_



AKS ENGINEERING & FORESTRY, LLC  
12965 SW Herman Road, Suite 100, Tualatin, OR 97062  
P: (503) 563-6151 F: (503) 563-6192

AKS Job #9301

OFFICES IN: TUALATIN, OR - VANCOUVER, WA - KEIZER, OR - BEND, OR

## EXHIBIT A

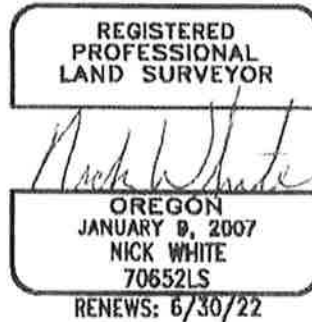
### Description of Easement

A tract of land located in Northeast One-Quarter of Section 13, Township 2 South, Range 4 East, Willamette Meridian, City of Sandy, Clackamas County, Oregon, and being more particularly described as follows:

Commencing at the northeast corner of Lot 6, Block 1 of the Plat of "Minnie Meinig's Pine View Tracts" Plat Number 731, Clackamas County Plat Records, also being on the south right-of-way line of Pleasant Street (25.00 feet from centerline); thence along the east line of said Lot 6 South 12°59'00" West 11.32 feet to the Point of Beginning; thence leaving said east line the following five courses: South 77°01'00" East 11.05 feet, South 12°59'00" West 55.55 feet, North 77°01'00" West 19.55 feet, North 12°59'00" East 55.55 feet, South 77°01'00" East 8.50 feet to the Point of Beginning.

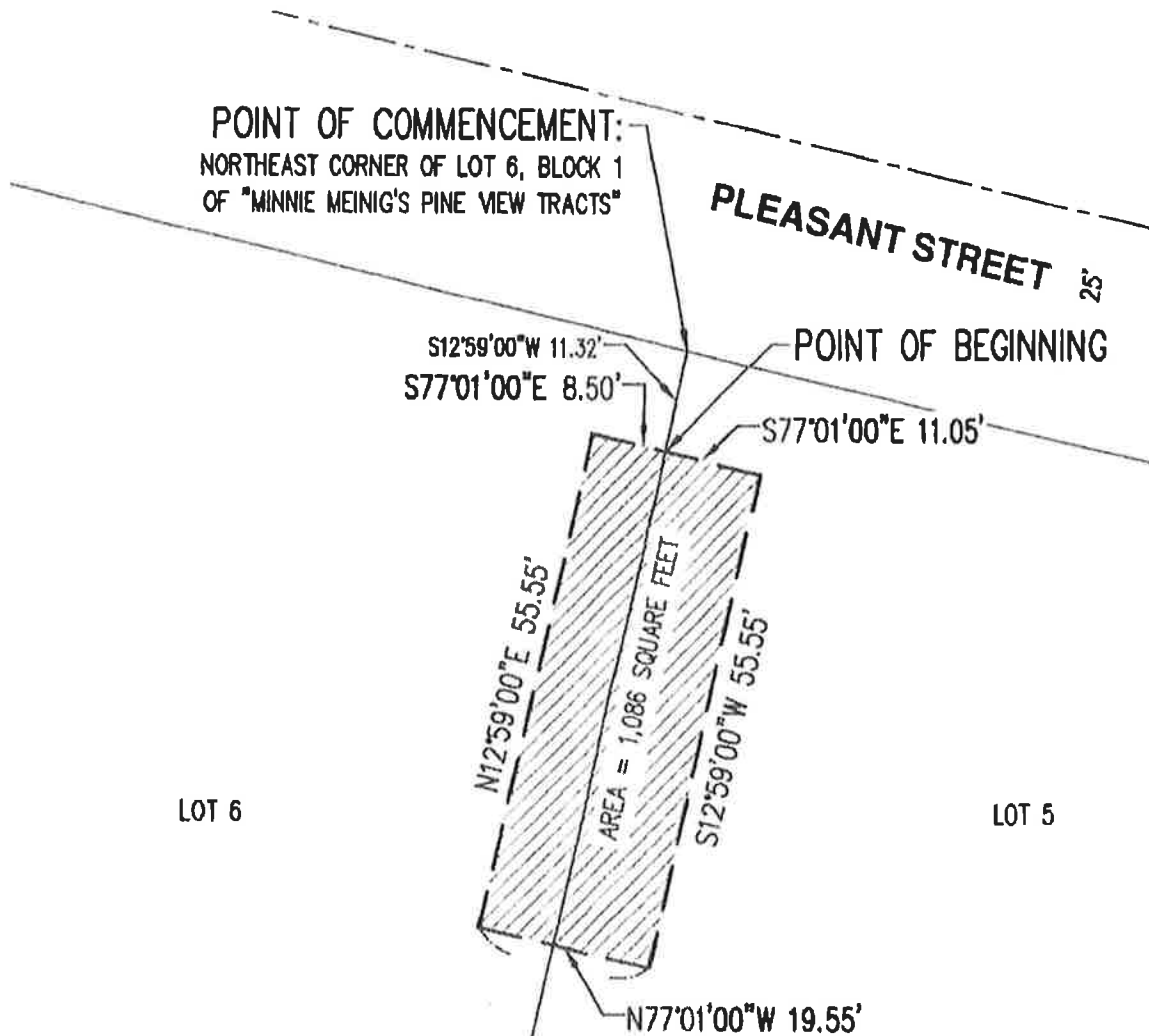
The Basis of Bearings is along the east line of Lot 6 of the Plat of "Minnie Meinig's Pine View Tracts". The above described tract of land contains 1,086 square feet, more or less.

1/27/2022



# EXHIBIT B

A TRACT OF LAND LOCATED IN THE NE 1/4 OF SEC. 13, T2S, R4E, W.M., CITY OF SANDY, CLACKAMAS COUNTY, OREGON



POINT OF COMMENCEMENT:  
NORTHEAST CORNER OF LOT 6, BLOCK 1  
OF "MINNIE MEINIG'S PINE VIEW TRACTS"

PLEASANT STREET 25'

POINT OF BEGINNING

S12°59'00"W 11.32'  
S77°01'00"E 8.50'

S77°01'00"E 11.05'

N12°59'00"E 55.55'

AREA = 1,086 SQUARE FEET

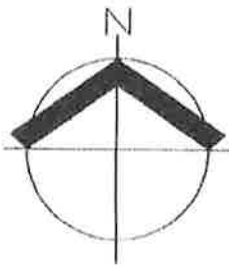
S12°59'00"W 55.55'

LOT 6

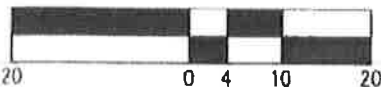
LOT 5

N77°01'00"W 19.55'

BLOCK 1 OF  
"MINNIE MEINIG'S  
PINE VIEW TRACTS"  
PLAT NO. 731



SCALE: 1" = 20 FEET



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JANUARY 9, 2007  
NICK WHITE  
70652LS

RENEWS: 6/30/22

PREPARED FOR:  
THE CITY OF SANDY  
39250 PIONEER BLVD.  
SANDY, OREGON 97055

DATE: 1/27/2022

MAP OF EASEMENT

EXHIBIT  
**B**

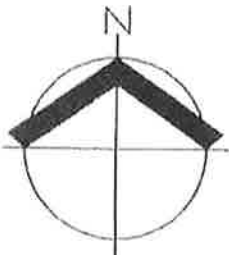
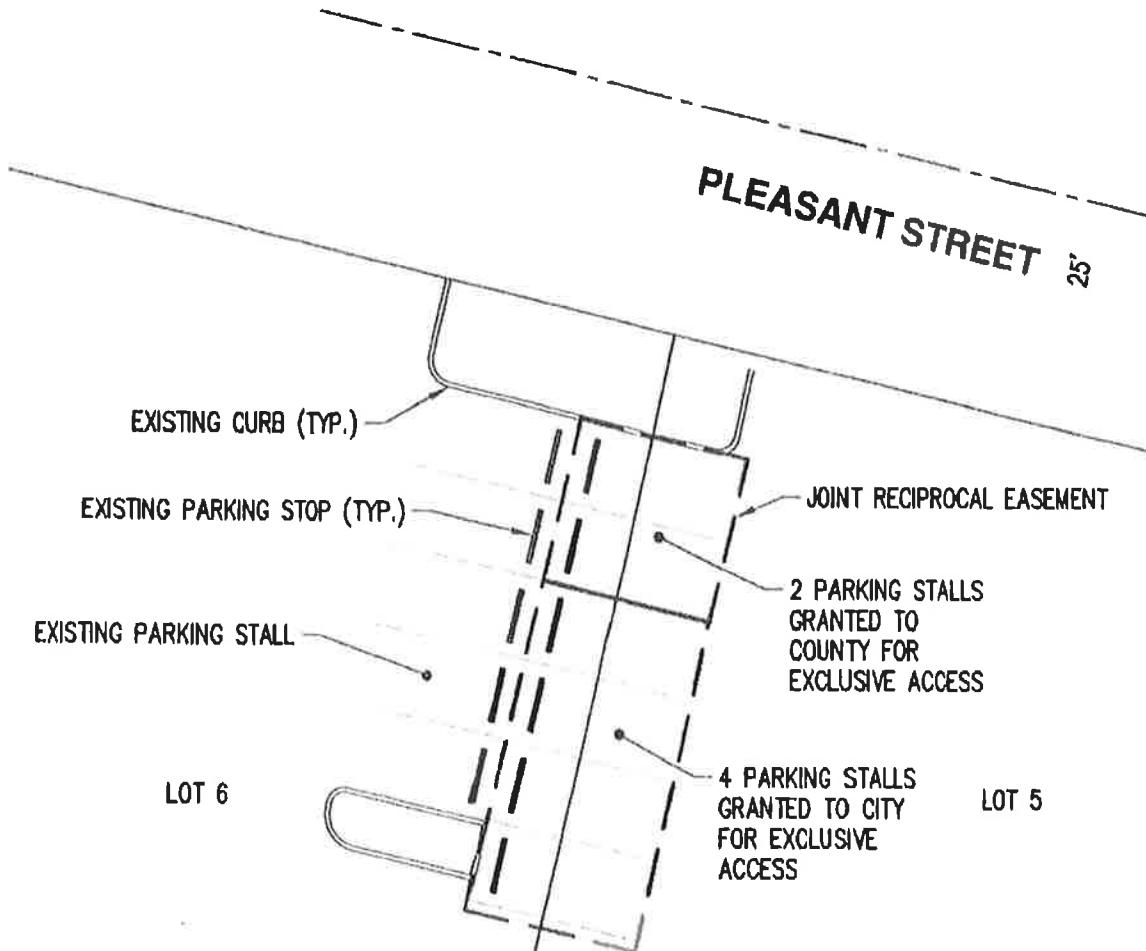
AKS ENGINEERING & FORESTRY, LLC  
12965 SW HERMAN RD, STE 100  
TUALATIN, OR 97062  
503.563.6151 WWW.AKS-ENG.COM

DRWN: MSD  
CHKD: NSW  
AKS JOB:  
9301

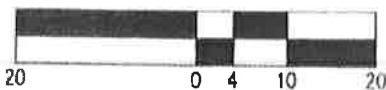


# EXHIBIT C

A TRACT OF LAND LOCATED IN THE NE 1/4 OF SEC. 13, T2S, R4E, W.M., CITY OF SANDY, CLACKAMAS COUNTY, OREGON



SCALE: 1" = 20 FEET



BLOCK 1 OF  
"MINNIE MEINIG'S  
PINE VIEW TRACTS"  
PLAT NO. 731

PREPARED FOR:  
THE CITY OF SANDY  
39250 PIONEER BLVD.  
SANDY, OREGON 97055

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JANUARY 9, 2007  
NICK WHITE  
70652LS

RENEWS: 6/30/22

DATE: 1/27/2022

MAP OF PARKING

AKS ENGINEERING & FORESTRY, LLC  
12965 SW HERMAN RD, STE 100  
TUALATIN, OR 97062  
503.563.6151 WWW.AKS-ENG.COM



EXHIBIT

C

DRWN: MSD

CHKD: NSW

AKS JOB:

9301