

After Recording Return to:
City of Sandy
Attn: Public Works
39250 Pioneer Blvd.
Sandy, OR 97055

THIS SPACE RESERVED FOR RECORDER'S USE

PERMANENT SLOPE EASEMENT TO THE CITY OF SANDY, OREGON

Recording Information Required by ORS 205.234

1. Name of Transaction: Permanent Slope Easement
2. Names of Parties: **Grantor: Douglas D. and LaDonna J. Castle**

Grantee: City of Sandy, an Oregon Municipal Corporation

3. Person to Whom Documents to be Returned: **City of Sandy**
39250 Pioneer Blvd.
Sandy OR 97055
4. True and Actual Consideration: **\$6,226.00**
5. Please send any tax statements to: **No Change**
6. Information Required by ORS 205.125: N/A

KNOW ALL MEN BY THESE PRESENTS, under threat of condemnation, that Douglas D. and LaDonna J. Castle, hereinafter (Grantor) conveys to the City of Sandy, a Municipal Corporation of the State of Oregon, (Grantee) a perpetual nonexclusive easement necessary for the construction of slopes for cuts and fills adjacent to Bell Street, Sandy, Oregon upon the property described in Exhibit A, attached hereto and incorporated herein by reference.

Which real property may be continued to be used by the owners thereof, their successors and assigns for any lawful purposes desired, provided such use does not damage, destroy

Fidelity National Title of Oregon 45142206499-01 COMM

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or weaken the support of said Bell Street. The Grantor, their heirs, successors, assigns or representatives shall not construct or maintain any building or other structures upon the real property described in Exhibit A without written approval by the Grantee. The Grantor, their heirs, successors, assigns or representatives shall not alter the configuration of the material forming the slope, including the alteration by addition or removal of material, without prior written approval of the Grantee.

The Grantee shall have the right at any time to enter upon the real property described in Exhibit A for the purpose hereinabove mentioned. In connection therewith, Grantee may remove any trees, shrubs, brush, paving or other materials necessary or convenient to accomplish said purposes. Grantee shall repair any damage to the property caused by Grantee's use for the purposes above described.

This easement is subject to all prior easements or encumbrances of record.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 21 day of April, 2022.

GRANTOR:

Douglas D. Castle

GRANTOR:

Ladonna J. Castle

STATE OF OREGON)
)ss.
COUNTY OF Clackamas)

On this 21st day of April, 2022, before me, personally appeared Douglas D. Castle and Ladonna J. Castle known to me to be the person(s) who executed the within instrument on behalf of himself/herself, and acknowledged to me that he/she executed the same for the purposes herein stated.

Rebecca Casey
Notary Public for Oregon
My commission expires: March 10, 2026

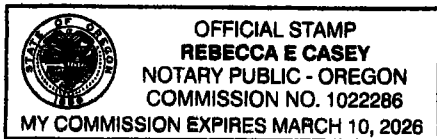


EXHIBIT "A"

Bell Street
July 07, 2021

File No. 6
Tax Map 2S4E11 - 03402

PARCEL 1 (RIGHT-OF-WAY DEDICATION).

A strip of land situated in the Southeast One-Quarter of the Southwest One-Quarter of Section 11 in Township 2 South, Range 4 East of the Willamette Meridian, City of Sandy, Clackamas County, Oregon and being a portion of that property described and conveyed to Douglas D and LaDonna J Castle, in Bargain and Sale Deed, recorded May 04, 2010 as Document No. 2010-026538, Clackamas County Deed Records; said strip being variable in width and lying on the northerly side of the centerline of Proposed Bell Street, which centerline is described below.

The strip above referred to is as follows:

Station	to	Station	Width on the northerly side of Centerline
49+50.00		53+50.00	34.00 feet
53+50.00		55+00.00	49.00 feet

Together with a strip of land, being variable in width and lying on the southerly side of the centerline of Proposed Bell Street, which centerline is described below

Station	to	Station	Width on the southerly side of Centerline
54+48.39		55+00.00	0.00 feet (from the intersection of the proposed centerline with the south property line of said Document No. 2010-026538) to 11.23 feet

CENTERLINE DESCRIPTION FOR PROPOSED BELL STREET

A road centerline situated in the Southeast One-Quarter of Section 10, and the Southwest and Southeast One-Quarters of Section 11, all within Township 2 South, Range 4 East of the Willamette Meridian in the City of Sandy, Clackamas County, Oregon, being more particularly described as follows:

Commencing at a found 3-1/4 inch Bronze Disk, in a monument box marking the Section Corner common to Sections 10, 11, 14 and 15, Township 2 South, Range 4 East of the Willamette Meridian, per U.S.B.T. Entry 2005-065, Clackamas County Survey Records;

Thence N01°34'57"E, along the west line of said Section 11, a distance of 1569.48 feet to a point;

Thence leaving said west Section line, N88°25'03"W, a distance of 463.62 feet to Proposed Bell Street Centerline Station 20+00.00 and the **True Point of Beginning**;

Thence S88°25'03"E, a distance of 486.11 feet to the beginning of a 600.00 foot radius curve to the right having a central angle of 52°49'20" at Proposed Bell Street Centerline Station 24+86.11;

Thence southeasterly along the arc of said curve to the right (the long chord bears S62°00'23"E, 533.77 feet) an arc distance of 553.15 feet to Proposed Bell Street Centerline Station 30+39.26 at a point of tangency;

Thence S35°35'43"E, a distance of 535.52 feet to the beginning of a 600.00 foot radius curve to the left having a central angle of 53°14'51" at Proposed Bell Street Centerline Station 35+74.78;

Thence southeasterly along the arc of said curve to the left (the long chord bears S62°13'08"E, 537.75 feet) an arc distance of 557.61 feet to Proposed Bell Street Centerline Station 41+32.39 at a point of tangency;

Thence S88°50'34"E, a distance of 1266.95 feet to the beginning of a 300.00 foot radius curve to the left having a central angle of 11°25'51" at Proposed Bell Street Centerline Station 53+99.34;

Thence northeasterly along the arc of said curve to the left (the long chord bears N85°26'31"E, 59.75 feet) an arc distance of 59.86 feet to the beginning of a 5000.00 foot radius reverse curve to the right, having a central angle of 0°11'59" at Proposed Bell Street Centerline Station 54+59.20;

Thence northeasterly along the arc of said reverse curve to the right (the long chord of which bears N79°49'35"E, 17.43 feet) an arc distance of 17.43 feet to the beginning of a 300.00 foot radius reverse curve to the left, having a central angle of 61°31'54" at Proposed Bell Street Centerline Station 54+76.63, said point being on the existing centerline of Bell Street per "Pioneer", Plat No. 4364, Clackamas County Survey Records;

Thence northeasterly along said existing centerline and along the arc of said reverse curve to the left (the long chord of which bears N49°09'38"E, 306.92 feet) an arc distance of 322.18 feet to a found 5/8 inch iron rod with aluminum cap inscribed

"Firwood Design" in the centerline of Bell Street per said "Pioneer", Plat No. 4364, at Proposed Bell Street Centerline Station 57+98.81, and the terminus of this centerline description.

The strip of land to which this description applies contains 17,324 square feet, more or less.

PARCEL 2 (PERMANENT SLOPE EASEMENT).

A strip of land situated in the Southeast One-Quarter of the Southwest One-Quarter of Section 11 in Township 2 South, Range 4 East of the Willamette Meridian, City of Sandy, Clackamas County, Oregon and being a portion of that property described and conveyed to Douglas D and LaDonna J Castle, in Bargain and Sale Deed, recorded May 04, 2010 as Document No. 2010-026538, Clackamas County Deed Records; said strip being variable in width and lying on the northerly side of the centerline of Proposed Bell Street, which centerline is described above.

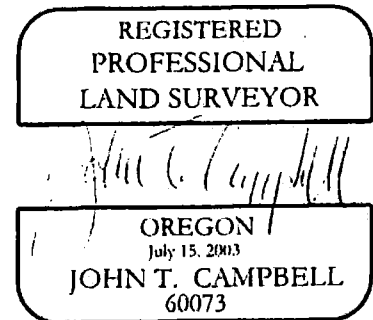
The strip above referred to is as follows:

Station	to	Station	Width on the northerly side of Centerline
49+50.00		51+20.02	45.75 feet in a straight line to 59.00 feet
51+20.02		52.13.08	59.00 feet
52+13.08		53+50.00	59.00 feet in a straight line to 39.00 feet

Excepting therefrom the above described Parcel 1.

The strip of land to which this description applies contains 7,240 square feet, more or less.

The basis of bearings of this legal description is N01°34'57"E as measured between a found 3-1/4 inch Bronze Disk, in a monument box marking the Section Corner common to Sections 10, 11, 14 and 15, Township 2 South, Range 4 East of the Willamette Meridian, per U.S.B.T. Entry 2005-065, Clackamas County Survey Records and a found 3-1/4 inch Bronze Disk marking the Quarter-Section Corner common to Sections 10 and 11, Township 2 South, Range 4 East of the Willamette Meridian, per U.S.B.T. Entry 2001-125, Clackamas County Survey Records, per the Oregon State Plane Coordinate System – North Zone: Reference Frame NAD83(2011)(Epoch:2010.00).



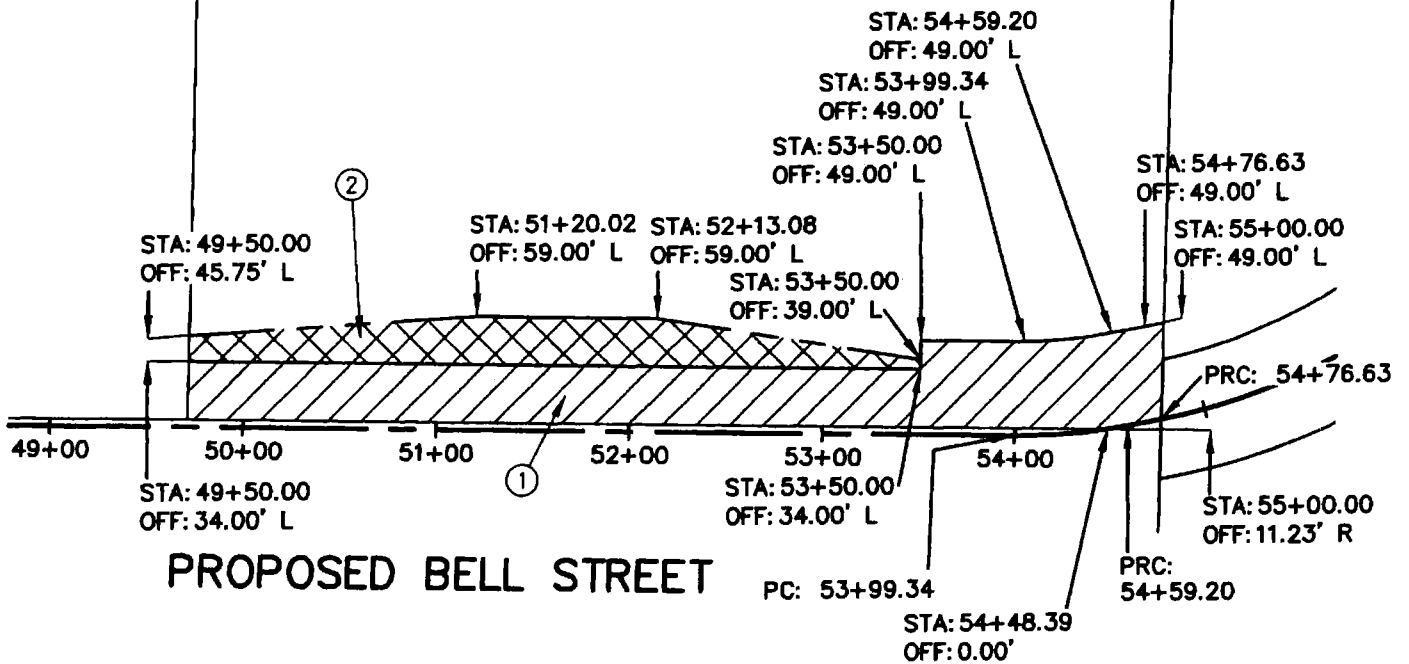
RENEWS: 12/31/2021

EXHIBIT "B"
PROJECT FILE NO. 6

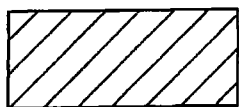
PROPERTY 6
DOUGLAS D. AND LADONNA J. CASTLE
DOC. NO. 2010-026538
16200 ROYAL LANE, SANDY, OR 97055
2S-4E-11: TAX LOT 3402



SCALE
1" = 100'



LEGEND



① RIGHT-OF-WAY DEDICATION
± 17,324 SQ.FT.



② PERMANENT SLOPE
EASEMENT
± 7,240 SQ.FT.

SEE ATTACHED
LEGAL DESCRIPTION



**Harper
Houf Peterson
Righellis Inc.**

ENGINEERS • PLANNERS
LANDSCAPE ARCHITECTS • SURVEYORS

205 SE Spokane Street, Suite 200, Portland, OR 97202
phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

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OBLIGATIONS AGREEMENT

File No.: 6
Grantor: Doug and LaDonna Castle
Address: 16200 SE Royal Ln., Sandy, OR

As part of the consideration for the attached Dedication for Street Purposes ("Dedication") and Permanent Slope Easement ("Permanent Easement") between Doug Castle and LaDonna Castle (collectively, "Grantors") and the City of Sandy ("City"), the parties also agree to the following Obligations Agreement ("Agreement"):

A. City's Obligations. The City shall:

1. Reasonably communicate with and cooperate with Grantors during construction of the 362nd/Bell Street Expansion Project ("Project") to reasonably minimize disruptions to Grantors' property located at the address commonly known as 16220 SE Royal Ln, Sandy, OR ("Property").
2. Maintain one point of reasonable access to/from the Property during construction of the Project; and maintain one point of reasonable access to/from the Property, in accordance with all applicable laws and regulations, including Section 17.98.80 of the City Code, after construction of the Project.
3. Reconnect and, to the extent reasonably necessary, relocate, any water line servicing the Property as soon as reasonably possible, and no later than 24 hours, after any temporary disconnection of such water line by the City during construction of the Project; and except for unforeseen circumstances, provide Grantors at least 24 hours' advance written notice of any such temporary disconnection.
4. Reasonably reconstruct the portion of the driveway on the Property that the City damages as part of the construction of the Project, as detailed in Sheet 9.10 of the construction plans attached as Exhibit A hereto.
5. Reasonably protect the cedar tree, tree number 183, located within the Permanent Easement.
6. Reasonably limb and cut into logs of reasonable lengths (approximately 20-feet) trees with diameters larger than 12-inches on the Property that are removed by the City as part of construction of the Project; and reasonably stack and leave all trees on the Property that are removed by the City as part of the construction of the Project.

7. Reasonably restore the existing wire fencing on the Property between 16210 Royal Lane and 16200 Royal Lane to the extent removed by the City as part of construction of the Project.

B. Grantors' Obligations.

1. If any of the work required under this Agreement is located outside of the Dedication or Permanent Easement, Grantors hereby grant the City, its employees and contractors, permission to enter upon their remaining Property for the purpose of performing such work, as described in Section A, above.

2. Any construction lying outside of the traveled portion and shoulders but within the Dedication, which is made for the use and benefit of the Property, either under the terms of this Agreement or the City's construction plans, shall be completed in conformance with normal engineering construction practices and hereafter shall be maintained or reconstructed by Grantors.

City of Sandy:

By: *James. White* Date: 4/21/2022
Director of Public Works (C) *City Manager, City of Sandy*

Grantors:

By: *Doug D. Castle* Date: April 21, 2022
Doug Castle

By: *LaDonna Castle* Date: April 21, 2022
LaDonna Castle

