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DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

April 16, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 to a Cooperative Improvement Agreement with Oregon Department of Transportation for Intersection Improvements at 82nd Avenue and Monterey Avenue

Purpose/Outcomes	This amendment further defines roles and responsibilities of both parties in relation to work performed within ODOT right of way for the Monterey Avenue extension project.
Dollar Amount and Fiscal Impact	The Agency will reimburse ODOT up to \$15,000 for costs associated with testing the modified signal at the 82 nd Avenue – Monterey Avenue intersection.
Funding Source	Clackamas County Development Agency: Clackamas Town Center Urban Renewal District.
Safety Impact	An improved intersection and modified accesses will create safer, more defined crossings for vehicles and pedestrians.
Duration	The Agreement will remain in effect for the useful life of the signal.
Previous Board Action	The Board of County Commissioners previously approved the original Agreement No. 23930 in March 2007.
Contact Person	David Queener, Senior Project Planner, Clackamas County Development Agency – (503) 742-4322

BACKGROUND

The Development Agency is preparing to begin construction of the Monterey Avenue extension from 82nd Avenue to Fuller Road. As part of the improvements, the signal at Monterey-82nd Avenue will be modified by adding the new leg to the intersection. In addition, some properties with access to 82nd Avenue will be modified to improve safety.

82nd Avenue is under ODOT jurisdiction and thus requires an agreement for any work to be performed within their right of way. An original agreement was executed in 2007 when Monterey Avenue was improved east of 82nd Avenue. That agreement must now be amended to include improvements within ODOT right of way that are related to the Monterey west extension.

The agreement commits the Agency to reimburse ODOT up to \$15,000 for testing of the modified signal and to transfer a permanent right of way easement for road purposes to ODOT upon completion of the project.

RECOMMENDATION

Staff recommends the Board approve and sign Amendment #1 to a Cooperative Improvement Agreement with Oregon Department of Transportation for intersection improvements at 82nd Avenue and Monterey Avenue.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Dan Johnson', written in a cursive style.

Dan Johnson
Development Agency Manager

AMENDMENT NUMBER 01

**COOPERATIVE IMPROVEMENT AGREEMENT
Intersection Improvements: 82nd Avenue at Monterey**

This is Amendment No. 1 to the Agreement No. 23930 between **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "ODOT," and **Clackamas COUNTY**, acting by and through its elected officials, hereinafter referred to as "COUNTY," entered into an Agreement on April 5, 2007.

It has now been determined by ODOT and COUNTY that the Agreement referenced above shall be amended to add a signal and new connection to 82nd Avenue/OR 213 (HWY 68); outline the method to be used for the Permanent Right of Way Easement for Road Purposes, address the transfer of the Permanent Right of Way Easement for Road Purposes to ODOT once the Project is completed; request a new advance deposit from the County; and update standard language.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement.**

TERMS OF AGREEMENT, Paragraph 1, Page 1, which reads:

1. Under such authority, and due to safety considerations for the heavy traffic flow at the intersection of 82nd and Monterey, ODOT and COUNTY agree to improved signalization and traffic management due to heavily used commercial access at the intersection, hereinafter referred to as "Project". Said Project shall consist of upgrading signal equipment; widening 82nd south of Monterey to accommodate a right turn-lane onto Monterey and a new sidewalk with a planter strip; improving access to heavily used businesses by closing problematic access into highway intersection and constructing a new fourth leg to the existing 3-leg intersection allowing off-highway entry to commercial business in the Project area; adding a safer out-only access from the business area south of the new leg of Monterey into the south-bound 82nd, widening Monterey at the intersection with 82nd including new curb returns;; install signs; and striping lane lines on 82nd south of Monterey as needed to delineate the new lane configuration. The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.

Shall be deleted in its entirety and replaced with the following:

1. Under such authority, and due to safety considerations for the heavy traffic flow at the intersection of 82nd and Monterey, ODOT and COUNTY agree to improve signalization and traffic management due to heavily used commercial access at the intersection, hereinafter referred to as "Project". Said Project shall consist of upgrading signal equipment; adding a signal and new connection to 82nd Avenue/OR 213 (HWY 68), widening 82nd south of Monterey to accommodate a right turn-lane onto Monterey and a new sidewalk with a planter

strip; improving access to heavily used businesses by closing problematic access into highway intersection and constructing a new fourth leg to the existing 3-leg intersection allowing off-highway entry to commercial business in the Project area; adding a safer out-only access from the business area south of the new leg of Monterey into the south-bound 82nd, widening Monterey at the intersection with 82nd including new curb returns; constructing a traffic separator to delineate the left turn lane to the new leg of Monterey from the north-bound traffic on 82nd; install signs; and striping lane lines on 82nd south of Monterey as needed to delineate the new lane configuration, bike lanes, sidewalks, storm water drainage improvements, street lighting, ADA ramps, and landscaping. The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.

TERMS OF AGREEMENT, Paragraph 2, Page 2, which reads:

2. The Project will be financed at an estimated cost of \$300,000 in funds available to the COUNTY. ODOT's contribution to the Project consists of design review and construction inspection by District 2B at no cost to the Project. The estimate for the total Project cost is subject to change. COUNTY shall be responsible for any Project costs beyond the estimate.

Shall be deleted in its entirety and replaced with the following:

2. The Project will be financed at an estimated cost of \$322,000 in funds available to the COUNTY. ODOT's contribution to the Project consists of design review and construction inspection by District 2B, of that portion of the Project on ODOT facilities, at no cost to the Project. The estimate for the total Project cost is subject to change. COUNTY shall be responsible for any Project costs beyond the estimate.

TERMS OF AGREEMENT, Paragraph 3, Page 2, which reads:

3. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance and power responsibilities for the useful life of the facilities constructed as part of the Project. The Project shall be completed within ten (10) calendar years following the date of final execution of this Agreement by both parties.

Shall be deleted in its entirety and replaced with the following:

3. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance and power responsibilities for the useful life of the facilities constructed as part of the Project. The Project shall be completed within fifteen (15) calendar years following the date of final execution of this Agreement by both parties.

COUNTY OBLIGATIONS, Paragraphs 7 and 8, Page 3 shall be deleted in their entirety and replaced with the following Paragraphs 7, 8, 9, 10, 11 and 12:

7. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or COUNTY with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
8. With respect to a Third Party Claim for which ODOT is jointly liable with COUNTY (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by COUNTY in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of COUNTY on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of COUNTY on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.
9. With respect to a Third Party Claim for which COUNTY is jointly liable with ODOT (or would be if joined in the Third Party Claim), COUNTY shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of COUNTY on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of COUNTY on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. COUNTY's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
10. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

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11. COUNTY shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of COUNTY's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that the ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the ODOT, be indemnified by the contractor and subcontractor from and against any and all Claims.
12. Any such indemnification shall also provide that neither the COUNTY's contractor and subcontractor nor any attorney engaged by COUNTY's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that COUNTY's contractor is prohibited from defending the State of Oregon, or that COUNTY's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against COUNTY's contractor if the State of Oregon elects to assume its own defense.

COUNTY OBLIGATIONS, Paragraph 9, Page 3, which reads:

9. All employers, including COUNTY, that employ subject workers who work under this Agreement 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. COUNTY shall ensure that each of its subcontractors complies with these requirements.

Shall be deleted in its entirety, renumbered as Paragraph 13, and replaced with the following:

13. All employers, including COUNTY, that employ subject workers who work under this Agreement 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. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. COUNTY shall ensure that each of its contractors complies with these requirements.

COUNTY OBLIGATIONS, Paragraphs 10, 11, 12 and 13 shall be renumbered as Paragraphs 14, 15, 16 and 17 respectively.

COUNTY OBLIGATIONS, Paragraph 14, Page 4, which reads:

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14. COUNTY shall require its contractor to indemnify ODOT and name ODOT as a third party beneficiary of the resulting contract, and to obtain and keep in effect during the term of the contract Comprehensive or Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include personal injury coverage, contractual liability coverage for the indemnity provided under this Agreement and products/completed operations liability. Combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Each annual aggregate limit shall not be less than \$2,000,000 when applicable and shall carry at a minimum personal injury and property damage insurance with a single limit of \$1,000,000 for all claims arising out of a single accident or occurrence. COUNTY shall also insure that the contractor provides an additional \$1,000,000 excess insurance coverage over the basic \$1,000,000 coverage. Each annual aggregate limit shall not be less than \$2,000,000 when applicable. The contractor shall include COUNTY and ODOT as named insured on policies issued for this Project, or shall furnish an additional insured endorsement naming the same as additional insured to the contractor's existing public liability and property damage insurance. The certificate of insurance shall include the State of Oregon, Transportation Commission and its members, Department of Transportation, officers and employees as additional insured. COUNTY shall provide a copy of the certificate to ODOT prior to construction of the Project. The insurance coverage shall not be amended, altered, modified or cancelled insofar as the coverage contemplated herein is concerned without at least thirty (30) days prior written notice and approval by ODOT.

Shall be deleted in its entirety, renumbered as Paragraph 18, and replaced with the following:

18. If COUNTY enters into a construction contract for performance of work on the Project, then COUNTY will require its contractor to provide the following:
- a. Contractor shall indemnify, defend and hold harmless ODOT from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under the resulting contract.
 - b. Contractor and COUNTY shall name ODOT as a third party beneficiary of the resulting contract.
 - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to ODOT. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$ 1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$ 2,000,000.
 - d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be

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- written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000.
- e. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include ODOT and its divisions, officers and employees as Additional Insured but only with respect to Contractor's activities to be performed under the resulting contract. Coverage will be primary and non-contributory with any other insurance and self-insurance.
 - f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from Contractor's or its insurer(s) to ODOT. Any failure to comply with the reporting provisions of this clause will constitute a material breach of the resulting contract and will be grounds for immediate termination of the resulting contract and this Agreement.

COUNTY OBLIGATIONS, Paragraphs 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 shall be renumbered as Paragraphs 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28 respectively.

Insert new COUNTY OBLIGATIONS, Paragraph 29-33, to read as follows:

29. COUNTY shall purchase Permanent Right of Way Easement for Road Purposes required for the Project following the federal and state procedures and obligations set forth in The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended; and ORS Chapter 35 and the ODOT Right of Way Manual. Upon completion of the Project and acceptance by COUNTY and ODOT, COUNTY shall transfer the Permanent Right of Way Easement for Road Purposes on ODOT facilities no longer necessary for the Project by deed to ODOT. COUNTY shall provide the appropriate recorded deeds and right of way maps to ODOT. The legal descriptions and maps associated with the permanent easement are described in Exhibit B, attached hereto and by this reference made a part of this Agreement.
30. COUNTY is responsible for and ensures that all survey monuments recorded with a county and within or adjacent to the highway right of way shall be preserved in accordance with ORS 209.140 and 209.150. Any such monumentation that is damaged or removed during the course of the Project must be replaced in compliance with ORS Chapter 209 stipulations, the State Right of Way Monumentation Policy, and at COUNTY's own expense.
31. COUNTY is also responsible, at its own expense, for replacement of any additional State survey marks or other monumentation not recorded with a county that are damaged or removed during the course of the Project. In the event of such replacement, COUNTY shall contact State's Geometronics Unit for replacement procedures.
32. If additional right of way is acquired for state highway right of way purposes as a result of the Project, then a right of way monumentation survey is required as defined in ORS 209.150 and 209.155. COUNTY agrees to provide such a survey, at its own expense,

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following ORS Chapter 209 stipulations, State Right of Way Monumentation Policy, and State's Geometrics Unit review and approval, and to file the legal survey with the appropriate COUNTY Surveyor's office as required.

33. COUNTY shall upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from ODOT, forward to ODOT an advance deposit or irrevocable letter of credit in the amount of \$15,000 for the Project. Said amount being equal to the estimated total cost for ODOT's signal technical review; signal testing; field-testing. Said \$15,000 is in addition to original deposit of \$5,000. COUNTY agrees to make additional deposits as needed upon request from ODOT. Upon completion of the Project and receipt from ODOT of an itemized statement of the actual total cost of ODOT'S participation for the Project, COUNTY shall pay any amount which, when added to COUNTY'S advance deposit, will equal 100 percent of actual total ODOT costs for the Project. Any portion of said advance deposit which is in excess of the ODOT'S total costs will be refunded or released to COUNTY.

Insert new ODOT OBLIGATIONS, Paragraph 11, to read as follows:

11. ODOT shall, upon execution of this Agreement, forward to COUNTY a letter of request for an advance deposit or irrevocable letter of credit in the amount of \$15,000 for payment of certain work to be performed by ODOT. Said work includes for ODOT's signal technical review; signal testing; field-testing. Said \$15,000 is in addition to original deposit of \$5,000. ODOT will not charge design review and construction inspection as a cost to the Project. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project. Upon completion of the Project and receipt from ODOT of an itemized statement of the actual total cost of ODOT's participation for the Project, COUNTY shall pay any amount which, when added to COUNTY's advance deposit, will equal 100 percent of actual total ODOT costs for the Project. Any portion of said advance deposit which is in excess of ODOT's total costs will be refunded or released to COUNTY.
3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Recipient certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

COUNTY/ODOT
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Clackamas COUNTY, by and through its
elected officials

By _____
Chair

Date _____

By _____
Recording Secretary

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
COUNTY Counsel

Date 4/8/15

COUNTY Contact:

David Queener, Senior Project Planner
Clackamas COUNTY Development
COUNTY
150 Beaver Creek Drive
Oregon City, OR 97045
(503) 742-4322
davidque@co.clackamas.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Technical Services Manager/Chief Engineer

Date _____

By _____
Region 1 Manager

Date _____

By _____
District 2B Manager

Date _____

By _____
State Traffic Engineer

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date: _____

ODOT Contact:

Loretta Kieffer, ODOT District 2B
9200 SE Lawnfield Road
Clackamas, Oregon 97015
971-673-6228
Loretta.L.KIEFFER@odot.state.or.us

EXHIBIT B

PROPOSED MONTEREY AVENUE EXTENSION
May 23, 2014
OWNERS: Robert Olds, Gary Olds, Pamela Olds Ritchie
Olds Joint Trust u/t/d June 28, 2013
Michael Z. Olds, Carolyn Olds Rusnak

County Project No. DA-00038
Map & Tax Lot No. 12E32DA-0702
Property No. 9

Page 1 of 2

PARCEL 1 (Permanent Right-Of-Way Easement For Road Purposes)

A parcel of land, as shown on attached Exhibit "B", lying in the Northeast One-Quarter of the Southeast One-Quarter of Section 32, Township 1 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of those tracts of land as described by Bargain and Sale Deed to Robert Olds, Gary Olds, and Pamela Olds Ritchie as tenants in common, an undivided one-half interest, recorded February 24, 1999 as Fee No. 99-018942, Bargain and Sale Deed to Robert Olds and Bonnie Weber Olds, Trustees of the Olds Joint Trust u/t/d June 28, 2013, an undivided one-sixth interest, recorded July 8, 2013 as Fee No. 2013-047277, and Bargain and Sale Deed to Michael Z. Olds and Carolyn Olds Rusnak, tenants in common, an undivided one-half interest, recorded October 13, 1983 as Fee No. 83-34474 Clackamas County Deed Records, said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 40.00 feet right of the existing 82nd Avenue Centerline Station 414+10.00;

Thence southerly, in a straight line, to a point 40.00 feet right of the existing 82nd Avenue Centerline Station 414+83.69;

Thence easterly, in a straight line, to a point 20.00 feet right of the existing 82nd Avenue Centerline Station 414+83.69.

EXCEPTING therefrom that portion lying within the existing right-of-way of 82nd Avenue.

The parcel of land to which this description applies contains 665 square feet more or less.

The stationing used to describe this parcel is based on the Centerline of 82nd Avenue, being more particularly described as follows:

Beginning at a point on the existing westerly centerline of 82nd Avenue (Cascade Highway North, S.E. Flavel St. - Lake Road Section) per Oregon State Highway Department Drawing No. 7B-29-20, from which the calculated location (based on reference monuments per U.S.B.T. Entry 2002-038, Clackamas County Survey Records) of a 3-1/4 inch bronze disk at the east one-quarter corner of Section 32, T.1S R.2E, W.M., Clackamas County, Oregon, bears N01°49'49"E,

Exhibit B Continued

EXHIBIT CONTINUED - Page 2 of 2
5/23/2014

Property No. 9

183.89 feet and the calculated location (based on reference monuments per U.S.B.T. Entry 2001-011, Clackamas County Survey Records) of a 3-1/4 inch bronze disk at the southeast section corner of said Section 32, bears S01°49'49"W, 2464.18 feet, said point being Centerline Station 412+78.69 PT of said 82nd Avenue;

Thence S01°49'49"W, along said Centerline of 82nd Avenue, 521.31 feet to Centerline Station 418+00.00 and the terminus of this description, from which the above-described calculated location of the east one-quarter of said Section 32 bears N01°49'49"E, 705.20 feet and the above-described calculated location of the southeast section corner of said Section 32 bears S01°49'49"W, 1942.87 feet.

This legal description, along with the basis of bearings thereof, is based on the Oregon Coordinate Reference System (OCRS) Portland Zone. The east line of the southeast one-quarter of said Section 32 was held to be N01°49'49"E as measured between the above-described calculated locations of the southeast section corner and east one-quarter corner of said Section 32.

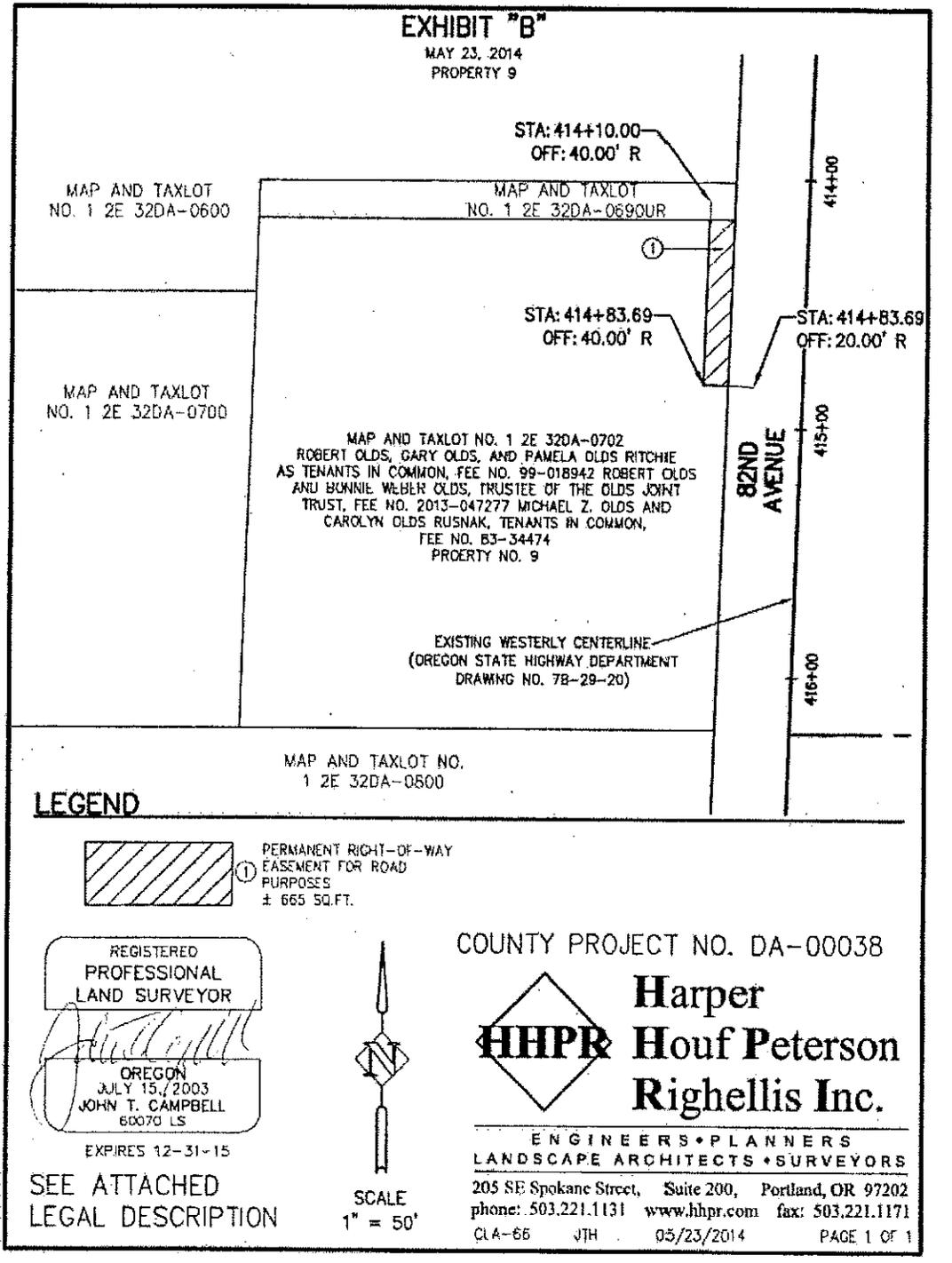
This legal description is established from survey data provided by the Clackamas County Department of Transportation and Development.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

John T. Campbell
OREGON
JULY 15, 2003
JOHN T. CAMPBELL
60070 LS

EXPIRES: 12-31-15

Exhibit B Continued



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EXHIBIT B Continued

PROPOSED MONTEREY AVENUE EXTENSION
June 26, 2014
OWNER: Olds/Ritchie L.L.C.
Page 1 of 2

County Project No. DA-00038
Map & Tax Lot No. 12E32DA-0690UR
Property No. 18

Permanent Easement for Highway Right of Way Purposes

A parcel of land, as shown on attached Exhibit "B", lying in the Northeast One-Quarter of the Southeast One-Quarter of Section 32, Township 1 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Parcel 1 of that tract of land as described by Bargain and Sale Deed to Olds/Ritchie L.L.C., recorded January 24, 2003 as Fee No. 2003-009571, Clackamas County Deed Records, said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 20.00 feet right of existing 82nd Avenue Centerline Station 414+01.62;

Thence westerly, in a straight line, to a point 40.00 feet right of existing 82nd Avenue Centerline Station 414+02.26;

Thence southerly, in a straight line, to a point 40.00 feet right of existing 82nd Avenue Centerline Station 414+25.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of 82nd Avenue.

The parcel of land to which this description applies contains 151 square feet more or less.

The stationing used to describe this parcel is based on the Centerline of 82nd Avenue, being more particularly described as follows:

Beginning at a point on the existing westerly centerline of 82nd Avenue (Cascade Highway North, S.E. Flavel St. - Lake Road Section) per Oregon State Highway Department Drawing No. 7B-29-20, from which the calculated location (based on reference monuments per U.S.B.T. Entry 2002-038, Clackamas County Survey Records) of a 3-1/4 inch bronze disk at the east one-quarter corner of Section 32, T.1S R.2E, W.M., Clackamas County, Oregon, bears N01°49'49"E, 183.89 feet and the calculated location (based on reference monuments per U.S.B.T. Entry 2001-011, Clackamas County Survey Records) of a 3-1/4 inch bronze disk at the southeast section corner of said Section 32, bears S01°49'49"W, 2464.18 feet, said point being Centerline Station 412+78.69 PT of said 82nd Avenue;

Thence S01°49'49"W, along said Centerline of 82nd Avenue, 521.31 feet to Centerline Station 418+00.00 and the terminus of this description, from which the above-described calculated

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Property No. 18

Exhibit B Continued

location of the east one-quarter of said Section 32 bears N01°49'49"E, 705.20 feet and the above-described calculated location of the southeast section corner of said Section 32 bears S01°49'49"W, 1942.87 feet.

This legal description, along with the basis of bearings thereof, is based on the Oregon Coordinate Reference System (OCRS) Portland Zone. The east line of the southeast one-quarter of said Section 32 was held to be N01°49'49"E as measured between the above-described calculated locations of the southeast section corner and east one-quarter corner of said Section 32.

This legal description is established from survey data provided by the Clackamas County Department of Transportation and Development.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 15, 2003
JOHN T. CAMPBELL
60070 LS

EXPIRES: 12-31-15

COUNTY/ODOT
Agreement No. 23930-01

Exhibit B Continued

