

RIGHT OF ENTRY

Smith Property/Stafford Basin Trail

Owner: Mr. and Mrs. Nelson and Alice Smith
Mailing Address: 355 Rosemont Road, West Linn, OR 97068

To: City of Lake Oswego
Attn: Guy Graham, Public Works Director/City Engineer
P.O. Box 369
Lake Oswego, OR 97034

Real Property Address: same as above
Tax Assessor Map and Tax Lot: 21E15C 00600

The above named Owner, being the persons or entity holding a right of possession or otherwise authorized to grant a right of entry to the Real Property referenced above, hereby grants to the City of Lake Oswego, and its employees, and agents the right of ingress and egress to the Real Property defined as an area 10' in width paralleling the Rosemont Road right-of-way, for the following purpose:

Access for construction of the Stafford Basin Trail, and all necessary related improvements such as planting, fencing, and staging of materials.

Said right-of-entry will be granted beginning on the date of signing this Right of Entry and extinguished upon the completion of the work, which is anticipated to occur no later than December 31st, 2012. Use of the access area shall be restricted to the months of July, August, and September.

It is understood that the 10' ingress/egress area will be restored to a condition equal to the condition of the property as it exists (with the exception of shrub and tree removal), previous to the commencement of work, and include the following improvements: replacement of single fence along property frontage to match existing fence design, removal and storage of existing unit masonry block wall (storage location shall be on Smith property), a "No Parking in Driveway" sign will be posted on the fence, the existing mailbox will be replaced with a lockable mailbox, property address sign will be relocated, trees and shrubs will be planted to replace those removed during construction. It is further understood that only rubber tired construction vehicles will allowed in the ingress/egress area.

This Right of Entry is not transferable, assignable or otherwise alienable, or any interest therein. All risk of loss of City's property shall be that of City.

City acknowledges and agrees that this Right of Entry is accepted and executed on the basis of City's own examination and knowledge of the premises and personal property

and City's own opinion thereof, except that Owner shall disclose dangerous conditions on the Real Property known by Owner that cannot be readily observed by separate letter to the City, at the time of execution of this Right of Entry.

To the extent permitted by the Oregon Constitution, the City shall defend, indemnify, and hold the Owner, its officers, agents and employees, harmless against all liability, loss, or expenses, including attorney's fees, and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property caused by any act or omission of an act sustained in any way in connection with the use of this Right of Entry or by conditions created thereby, or based upon violation of any statute, ordinance or regulation.

IN WITNESS WHEREOF, the undersigned Owner executed this Right of Entry on the date stated below and the terms and provisions of the Right of Entry are accepted by the City.

Owner's Name: _____ Date Signed: _____	Owner's Name: _____ Date Signed: _____
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Owner's Name: Mr. and Mrs. Nelson and Alice Smith By: _____ Name of Authorized Person: _____ Office/Title of Authorized Person: _____
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City of Lake Oswego By: _____ Name: _____ Title: _____ Date: _____	Approved as to form for the City of Lake Oswego _____ Evan P. Boone Deputy City Attorney
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**City of Lake Oswego
21E15C 00700**

**Private
21E15C 00600**

**Private
21E15C 00300**

**City of Lake
Oswego
Rosemont Arena**

Private

Rosemont Road

Entry Area

