

ORDINANCE 2955

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE OSWEGO IMPLEMENTING MEASURE 3-618 BY AMENDING THE CHARTER, CHAPTER X AND AUTHORIZING THE CITY MANAGER TO EXECUTE EASEMENTS.

WHEREAS, on July 16, City Council referred Measure 3-618 to the November 5, 2024 ballot; and

WHEREAS, on November 5, 2024, voters approved Measure 3-618, amending the City Charter, Chapter X; and

WHEREAS, on December 17, 2024, the Council certified the election results, with 83% of voters supporting the measure; and

WHEREAS, the Council finds that the Lake Oswego Charter should be amended consistent with the election results; and

WHEREAS, the Council finds that in order to complete implementation of Measure 3-618, the City Manager should execute easements to Clackamas County; and

The City of Lake Oswego ordains as follows:

Section 1. The Lake Oswego Charter, Chapter X is hereby amended by adding the new text shown in double underlined type and deleting text shown in strikethrough type in **Attachment 1**, dated January 21, 2025.

Section 2. The City Manager is authorized to execute easements in substantially similar form as **Attachment 2**.

Section 3. Severability. The provisions of this ordinance are severable. If any portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.


Enacted at the meeting of the Lake Oswego City Council of the City of Lake Oswego held on the 21st day of January, 2025.

AYES: Mayor Buck, Wendland, Verdick, Corrigan, Rapf, Afghan, Mboup

NOES: None

ABSTAIN: None

EXCUSED: None




Joseph M. Buck, Mayor

ATTEST:



Kari Linder, City Recorder

APPROVED AS TO FORM:



Ellen Osoinach, City Attorney

Section 43. Limitations on Development. [Amended 11-7-1978; 11-2-2021; 1-15-2025]

The City of Lake Oswego shall insure that all development within a Nature Preserve is consistent with the preservation of a Nature Preserve as a natural area available for public enjoyment.

To facilitate public access and use, the City of Lake Oswego may build trails for hiking, jogging, horse-back and bicycle riding, may provide benches and interpretive displays, and may provide picnic and sanitary facilities within a Nature Preserve. To access and use particularly fragile habitats, boardwalks may be built; however, trails shall refrain from using hard surface materials, such as asphalt and concrete, in order to remain consistent with the natural conditions of a Nature Preserve.

The City of Lake Oswego shall not construct or develop (or allow any person to construct or develop) any Athletic Facility, any Telecommunications Facility, or any parking lot, road, or trail for motorized vehicles within a Nature Preserve. The City of Lake Oswego shall not cut (or allow any person to cut) any tree in a Nature Preserve for the purpose of facilitating the construction or development of any Athletic Facility, any Telecommunications Facility, or any parking lot, road, or trail for motorized vehicles. Notwithstanding the foregoing, the City of Lake Oswego shall be allowed to enable Clackamas County to use 0.4 acres of Stevens Meadows Park to construct a road and driveway.

The City of Lake Oswego shall not construct or develop (or allow any person to construct or develop) any facility or any structure above ground that would impair or be inconsistent with the natural conditions of a Nature Preserve.

The City of Lake Oswego shall not cut (or allow any person to cut) any tree in a Nature Preserve for the purpose of commercial logging.

The City of Lake Oswego shall be allowed to maintain (or allow any person to maintain) a Nature Preserve for the purposes of ecological restoration that provides a safe and healthy natural area that is accessible for public enjoyment, provides a healthy habitat for wildlife, eliminates invasive species, restores native species, and mitigates fire hazards.

The City of Lake Oswego shall be allowed to maintain (or allow any person to maintain) any existing facility or existing structure, or any existing parking lot, road, or trail for motorized vehicles in a Nature Preserve constructed before November 2, 2021 that is above ground as long as that facility or structure, or parking lot, road, or trail for motorized vehicles is not altered in any manner that would further impair or be inconsistent with the natural conditions of a Nature Preserve.

The City of Lake Oswego shall be allowed to implement (or allow any person to implement) a park master plan for a Nature Preserve that was adopted before November 2, 2021.

ATTACHMENT 2

Grantor: City of Lake Oswego, an Oregon municipal corporation P.O. Box 369 Lake Oswego, OR 97034	State of Oregon
Grantee: Clackamas County 150 Beaver Creek Rd. Oregon City, OR 97045	
After Recording Return to: Clackamas County Engineering 150 Beaver Creek Rd. Oregon City, OR 97045	
Until a change is requested, all taxes shall be sent to: No Change	Accepted by Clackamas County by Act of the Road Official Acceptance Date: _____
Road Name: _____ DTD Rd. File No.	Authorized by Clackamas County Ordinance No. 02-2009 Project: Stafford Road: Pattulo Way to Rosemont Road Project

PERMANENT RIGHT OF WAY EASEMENT FOR ROAD PURPOSES
(Corporate or Non Profit Grantor)

For value received, City of Lake Oswego, an Oregon municipal corporation, (Grantor), hereby grants, bargains, sells and conveys to Clackamas County, a political subdivision of the State of Oregon, its heirs, successors and assigns, (Grantee), a permanent easement dedicated to the public for road and right of way purposes, in, under, upon, and across Grantor’s real property located in Clackamas County, State of Oregon.

Grantor’s real property is more particularly described as follows: A parcel of land located in the NE 1/4 of the NW 1/4 of Section 21, T2S, R1E, WM, as more particularly described by that certain Statutory Warranty Deed recorded on 03/01/2019 as Document No. 2019-010695 in the Deed Records of Clackamas County, Oregon.

The Permanent Right of Way Easement for Road Purposes is more particularly described as follows: A strip of land described and depicted as Parcel No. 1 in Exhibits “A” and “B” attached hereto and by this reference made a part hereof (the Easement Area).

Subject to the following:
See “Exhibit C” for a list of exceptions, attached hereto and incorporated by reference.

The true consideration for this conveyance is Eighteen Thousand Four Hundred Four and No/100 Dollars (\$18,404.00).

Grantee’s rights include, but are not limited to, Grantee’s right to enter upon and utilize the Easement Area for the purposes described in this document. Grantee may remove trees, shrubs, brush, paving or other materials within the Easement Area whenever necessary to accomplish these purposes.

Grantor, Grantor’s heirs, successors, assigns or representatives, shall not construct or maintain any building or other structures upon the above described Easement Area.

ATTACHMENT 2

This easement does not obligate the public or Grantee to replace landscaping, fencing, shrubs, trees or other improvements that may be placed within the Easement Area in the future, and which interfere with Grantee's use of the Easement Area for the purposes described in this document.

Grantor represents, covenants, and warrants to Grantee that Grantor is lawfully seized in fee simple title to the Property; that Grantor has the legal right and authority to grant this Easement and that no other party has an ownership interest in the Property or any portion thereof (including the associated timber, water, and mineral rights) that will limit or interfere with Grantee's rights hereunder whatsoever; and that the execution and performance of this Easement by Grantor is duly authorized.

In witness whereof, the above named Grantor has hereunto set Grantor's hand to this document on this _____ day of _____ 2025.

Grantor:

By: _____
Signature

Martha Bennett, City Manager
Print Name and Title

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was signed and attested before me this _____ day of _____ 2025,
by Martha Bennett as City Manager of City of Lake Oswego, an Oregon municipal corporation.

Notary Public for State of Oregon
My Commission Expires: _____

Exhibit C

Exceptions

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Portland General Electric Company, an Oregon corporation
Purpose: Anchor Easement
Recording Date: June 6, 2013
Recording No: 2013-039211
Affects: Reference is hereby made to said document for full particulars

20. Conservation Easement, including the terms and provisions thereof

Recording Date: March 1, 2019
Recording No.: 2019-010696

ATTACHMENT 2

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Grantee: Clackamas County 150 Beaver Creek Rd. Oregon City, OR 97045	
After Recording Return to: Clackamas County Engineering 150 Beaver Creek Rd. Oregon City, OR 97045	
Until a change is requested, all taxes shall be sent to: No Change	Accepted by Clackamas County by Act of the Road Official Acceptance Date: _____
Road Name: _____ DTD Rd. File No.	Authorized by Clackamas County Ordinance No. 02-2009 Project: Stafford Road: Pattulo Way to Rosemont Road Project

PERMANENT SLOPE EASEMENT
(Corporate or Non Profit Grantor)

For value received, City of Lake Oswego, an Oregon municipal corporation, (Grantor), hereby grants, bargains, sells and conveys to Clackamas County, a political subdivision of the State of Oregon, its heirs, successors and assigns, (Grantee), a permanent easement for the construction, reconstruction, upgrade, replacement, repair, maintenance, and inspection of slopes and related appurtenances, in, under, upon, and across Grantor’s real property located in Clackamas County, State of Oregon.

Grantor’s real property is more particularly described as follows: A parcel of land located in the NE 1/4 of the NW 1/4 of Section 21, T2S, R1E, WM, as more particularly described by that certain Statutory Warranty Deed recorded on 03/01/2019 as Document No. 2019-010695 in the Deed Records of Clackamas County, Oregon.

The Permanent Slope Easement is more particularly described as follows: A strip of land described and depicted as Parcel No. 2 in Exhibits “A” and “B” attached hereto and by this reference made a part hereof (the Easement Area).

Subject to the following:
See “Exhibit C” for a list of exceptions, attached hereto and incorporated by reference.

The true consideration for this conveyance is Three Thousand Five Hundred Ninety Six and No/100 Dollars (\$3,596.00).

Grantee shall have the right to enter upon and utilize the Easement Area for the purposes described in this document. Grantee may remove trees, shrubs, brush, paving or other materials within the Easement Area whenever necessary to accomplish these purposes.

Grantor, Grantor’s heirs, successors, assigns or representatives, shall not construct or maintain any building or other structures upon the above described Easement Area without prior written approval from the Clackamas County Department of Transportation and Development. In addition, Grantor,

ATTACHMENT 2

Grantor’s heirs, successors, assigns or representatives shall 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.

This easement does not obligate the public or Grantee to replace landscaping, fencing, shrubs, trees or other improvements that may be placed within the Easement Area, and which interfere with Grantee’s use of the Easement Area for the purposes described in this document. Grantee or Grantee’s utility designee agrees to stabilize and reseed the slope following any work in the Easement Area and repair any damage to the property caused by Grantee’s or Grantee’s utility designee’s incidental use of the land outside the Easement Area.

Grantor represents, covenants, and warrants to Grantee that Grantor is lawfully seized in fee simple title to the Property; that Grantor has the legal right and authority to grant this Easement and that no other party has an ownership interest in the Property or any portion thereof (including the associated timber, water, and mineral rights) that will limit or interfere with Grantee's rights hereunder whatsoever; and that the execution and performance of this Easement by Grantor is duly authorized.

In witness whereof, the above named Grantor has hereunto set Grantor’s hand to this document on this _____ day of _____ 2025.

Grantor:

By: _____
Signature

Martha Bennett, City Manager
Print Name and Title

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was signed and attested before me this _____ day of _____ 2025,
by Martha Bennett as City Manager of City of Lake Oswego, an Oregon municipal corporation.

Notary Public for State of Oregon
My Commission Expires: _____

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