

Exhibit "One"

172803

Key C.

PERMANENT SUBSURFACE WATER LINE EASEMENT  
TO THE  
BUREAU OF WATER WORKS  
CITY OF PORTLAND, OREGON

In consideration of the sum of \$2,150 (TWO THOUSAND ONE HUNDRED and FIFTY DOLLARS), David L. Harrington and Judith R. Catterall (Grantors) conveys to the **BUREAU OF WATER WORKS OF THE CITY OF PORTLAND**, a municipal corporation of the State of Oregon (Grantee), a perpetual easement for the purpose of constructing, reconstructing, inspecting and maintaining a subsurface water line easement, and necessary appurtenances, which are located within the Grantor's property described as follows;

**A tract of land consisting of the most southerly 10 feet of Lots 5 and 6, from the easterly line of Lot 6, running parallel to the south line of Lots 5 and 6 to the westerly line of Lot 5 and as more particularly shown on the attached Exhibit A.**

**The terms of this easement are as follows:**

1. Grantee may construct only such permanent or temporary surface or underground structures within the easement as are required for its water lines, facilities and appurtenances and their inspection and maintenance. Grantee's agents or employees may enter on the Grantor's property within the easement area only for the purpose of constructing, reconstructing, inspecting and maintaining its facilities, lines and appurtenances.
2. No permanent or temporary surface or underground structure or facility, including public or private utility line(s) or other improvements, shall be constructed or located within the easement without the prior written consent of the Chief Engineer of the Grantee, which consent shall not be unreasonably withheld. All construction activities and structures must comply with federal, state, and local law.
3. The easement area shall be kept open, accessible, and passable at all times with the exception that obstructions to accessibility shall be approved in writing by the Chief Engineer of the Grantee prior to their installation or construction.
4. In the case of a Water Facility Easement with a private development, "Planned Unit Development," non-public roadway, or similar configuration, if agreement on all terms and conditions of easement accessibility cannot be reached between Grantor and Grantee, the Grantee may require master metering of all affected water services from an adjacent water main in public right-of-way. All costs associated with a change of the water system and facilities to a master metered system shall be borne by the Grantor.
5. No grade change in excess of one (1) foot in elevation shall be allowed within the easement without the prior written consent of the Chief Engineer of the Grantee, which consent shall not be unreasonably withheld.
6. No trees shall be planted within the easement without the prior written consent of the Chief Engineer of the Grantee.
7. Private water facilities shall not be connected to water facilities owned and/or controlled by the Grantee without appropriate permits from the Grantee.

*After Recording, please return to: - Bureau of Water Works, 1120 SW 5th Ave, Portland OR 97204*

172803

8. No materials shall be stored, used, manufactured or disposed of within the Subsurface Water Line Easement, except in compliance with all federal, state, and local law, provided that in no case may there be stored, used, manufactured, or disposed of within the easement, any hazardous substances, as defined by ORS 465.200, and implementing regulations of the Department of Environmental Quality or which constitute a public health hazard, as defined by rules of the Oregon State Health Division, and no condition shall be permitted within the easement which constitutes a health hazard, as defined by rules of the Health Division.

9. The Grantee shall within a reasonable time after completion of construction or maintenance work restore the surface condition of the easement to a state equal to or better than its state prior to the construction or maintenance. The Grantee agrees to use vegetation equal to or better than that existing prior to construction or maintenance in the restoration of any landscaping of the easement. The Grantor agrees to maintain the surface of the easement after completion of the restoration work performed by the Grantee.

10. In the event the Grantor should sell or lease the property upon which the easement is located, the sale or lease will be subject to the restrictions and conditions described herein which will be binding upon the Grantor's heirs, successors, and assigns.

11. The Grantor shall hold Grantee, its officers, employees, and agents, harmless from any expense, loss, or liability, including legal fees, arising from claims for property damage or personal injury or death not caused by the Grantee's facilities or Grantee's activities in constructing, reconstructing, maintaining, or repairing its facilities, including from any liability imposed by law for the clean-up or damages caused by the release or disposal of hazardous substances within the easement, except for release or disposal of hazardous substances caused by Grantee, its officers, employees or agents.

12. Seventy-two hours prior to the commencement of any construction work within the easement Grantee shall notify the Grantor of the intended work, including how access, security, and any other impacts of the work shall be addressed, provided that such notice is not required in the case of emergency. In the event the Grantee must undertake emergency work, such notice to the Grantor shall be provided either before or after commencement of the work as the emergency reasonably allows.

13. Seventy-two hours prior to the commencement of any construction work within the easement approved pursuant to provisions of this agreement, the Grantor shall notify the Chief Engineer of the Grantee of the intended work.

172803

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 10<sup>th</sup> day of September, 1998.

GRANTOR: [Signature]  
Name: DAVID L. HARRINGTON

GRANTOR: [Signature]  
Name: JUDITH R. CATTERALL

STATE OF OREGON )

) ss

COUNTY OF MULTNOMAH )

On this 10<sup>th</sup> day of Sept 1998, before me personally appeared David L Harrington and JUDITH R Catterall, whose identity ~~is~~ (are) personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person(s) whose name(s) ~~is~~ (are) subscribed to this instrument and acknowledged that ~~(he)~~ ~~(she)~~ (they) executed the same. If this instrument is executed by a corporation, the person(s) executing this instrument acknowledged that this instrument was executed by (him) (her) (them) in behalf of and by authority of said Corporation, and acknowledged said corporation executed the same.



[Signature]

Notary Public for: OREGON

My Commission Expires: Dec. 15, 2000

GRANTEE: \_\_\_\_\_

GRANTEE: \_\_\_\_\_

Erik Sten, Commissioner of Public Works

Barbara Clark, Auditor

STATE OF OREGON )

) ss

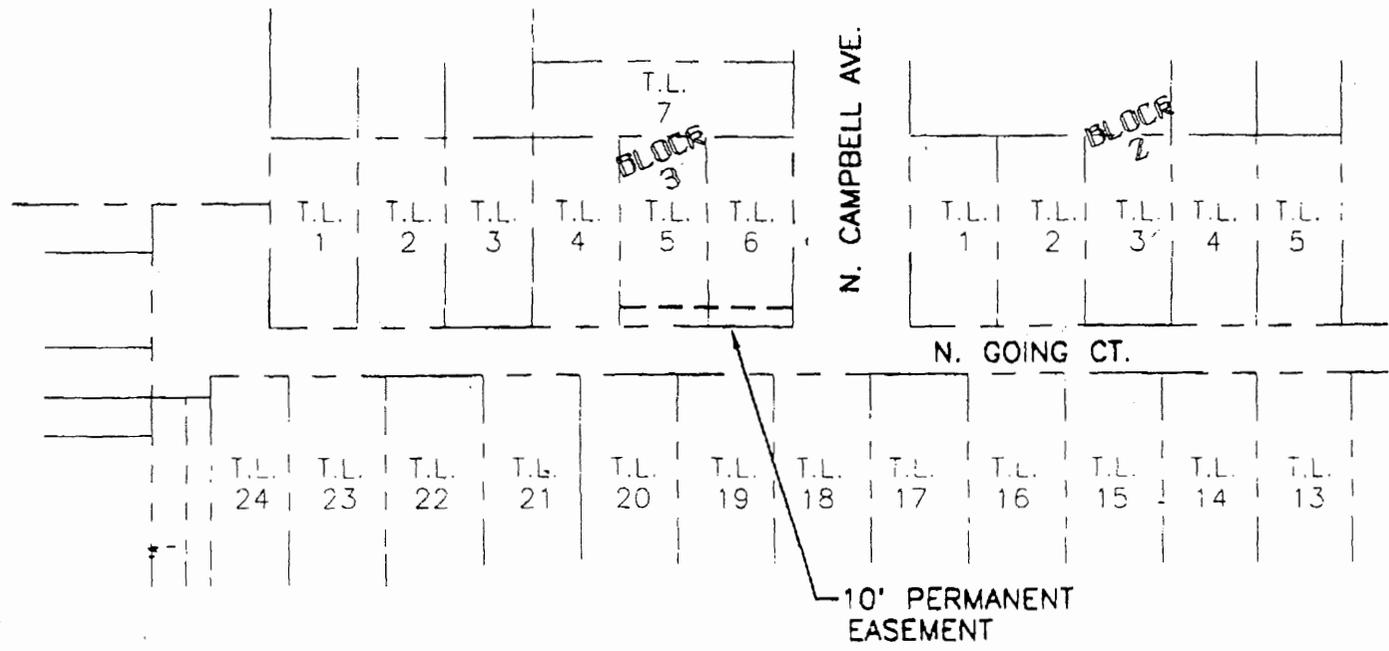
COUNTY OF MULTNOMAH )

On the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, personally appeared Erik Sten, Commissioner Public Works, and Barbara Clark, Auditor, respectively, for the City of Portland, a municipal corporation of the State of Oregon, and acknowledged that the foregoing instrument was signed in behalf of said City of Portland by authority of its City Council and acknowledged Said City of Portland executed the same.

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

172803

Exhibit A



**ORDINANCE No.**

**172803**

\*Accept an Easement for Water Facilities on the Property of David Harrington and Judith Catterall. (Ordinance)

**The City of Portland ordains:**

Section 1. The Council finds:

1. The City of Portland's Bureau of Water Works requires easement rights within a parcel of land owned by David Harrington and Judith Catterall.
2. The easement area is the southerly 10 feet of Lots 5 and 6, Block 3 of Pittenger's Addition to Albina, Northeast quarter of Section 21, Township 1 North, Range 1 East of the Willamette Meridian, Multnomah County, Oregon, as described in the Water Facility Easement, a substantial copy of which is attached as Exhibit "One" of this Ordinance.
3. This acquisition was recommended by the Administrator of the Bureau of Water Works, and approved by the Commissioner-In-Charge.
4. The easement is being granted to the City for \$2,150.

NOW, THEREFORE, The Council directs:

- a. That the Commissioner of Public Works and Auditor are authorized to execute on behalf of the City a Water Facility Easement, a substantial copy of which is marked Exhibit "One" (attached hereto).
- b. The Bureau of Water Works shall record the executed easement document in the appropriate County Records, and deliver it to the Auditor's office for filing.

Section 2. The Council declares that an emergency exists because a delay in proceeding with this easement will result in increased construction costs; therefore, this Ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council, **OCT 21 1998**

Commissioner Sten  
YA:ya G:\USERS\ENGYONEA\WPWIN\EASEMENT\EAS-3524.ORD  
CENTER 18089903

**BARBARA CLARK**  
Auditor of the City of Portland  
By

*Birthe Olson* Deputy

Title

\*Accept an Easement for ~~Water~~ Facilities on the ~~Property~~ of David Harrington and Judith Catterall.  
(Ordinance)

INTRODUCED BY	DATE FILED: <b>OCT 15 1998</b>
Commissioner Sten	Barbara Clark Auditor of the City of Portland
NOTED BY COMMISSIONER	
Affairs	By: <u>Cay Kershner</u> Deputy
Finance and Administration	For Meeting of: _____
Safety	ACTION TAKEN:
Utilities	
Works Commissioner Sten <b>ESD</b>	
BUREAU APPROVAL	
Bureau: Water Works	
Prepared by Date Yone Akagi September 28, 1998	
Budget Impact Review:	
Completed <input type="checkbox"/> Not Required <input checked="" type="checkbox"/>	
Bureau Head: <u>Michael F. Rosenberger</u> Michael F. Rosenberger, Administrator	

AGENDA		FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:	
Consent	Regular		YEAS	NAYS
NOTED BY		Francesconi	}	
City Attorney		Hales		
City Auditor		Kafoury		
City Engineer		Sten		
		Katz		