

## Exhibit 1

**Grantor's Name & Address:**

Speed R. Lewis and Sheryl A. Lewis  
 9009 SE 74<sup>th</sup> Ave.  
 Portland, OR 97206

Tax Statements shall be sent to:  
 No Change

**CHANNEL CHANGE AND  
 VEGETATION MANAGEMENT EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS, that **Speed R. Lewis and Sheryl A. Lewis** ("Grantors"), in consideration of the sum of Three Thousand Eight Hundred and no/100 Dollars (\$3,800.00) and other good and valuable consideration to them paid by the City of Portland, a municipal corporation of the State of Oregon, does hereby grant unto said City of Portland, acting through its Bureau of Environmental Services, and North Clackamas Parks and Recreation District (collectively, "Grantee") an exclusive and perpetual easement for a channel change and vegetation management over and across the following described property ("the Easement Area") as described on Exhibit A and depicted on Exhibit B attached hereto and by this reference made a part hereof. The Easement Area contains 7,711 square feet, more or less.

The purpose of the easement granted herein is to allow Grantee to make changes to the location of Johnson Creek's channel, to ensure that the Easement Area will be retained in its natural state and, except as provided herein, to prevent uses of the Easement Area that would impair the natural qualities of the Easement Area.

IT IS UNDERSTOOD and agreed that:

- A. Grantee may go upon the Easement Area for the purpose of making a channel change in Johnson Creek, as necessitated by Grantee's Luther Road Habitat Restoration Project. Grantee may use and appropriate for the project, without additional compensation, all material excavated in the making of said channel change.
- B. Grantee shall acquire no interest in the Easement Area except for the rights granted herein, nor shall Grantee be deemed to have assumed any obligation other than those specified herein.
- C. Upon completion of the channel change, the relocated channel shall become the natural channel of Johnson Creek for all intents and purposes. No property boundaries shall be

R/W #6902-10

12E29AC01100

BES #E06947

After Recording Return to:

John Deyo, City of Portland

1120 SW 5th Avenue, #800

Portland, OR 97204

## Exhibit 1

altered thereby. Grantee may, but shall not be obligated to, maintain said Johnson Creek in its relocated channel, and in connection therewith Grantee may go upon the Easement Area.

- D. Grantee may alter the topography of the Easement Area, including the excavation, placement, and removal of materials including but not limited to: sand, gravel, rock, and large woody debris from or to the Easement Area only for the purposes of waterway and riparian improvements.
- E. Grantee may enter the Easement Area at any time for the purpose of inspection, improvement and management of the vegetation in the Easement Area in a manner consistent with the intent of this easement. Grantee's rights with regard to improving the Easement Area include, but are not limited to, pruning, invasive species removal, planting, habitat restoration, stream bank stabilization and/or restoration and monitoring, and erosion control.
- F. No other utilities, buildings, facilities, easements, material storage, or grade change will be allowed within the Easement Area without prior written consent of the Director of the Bureau of Environmental Services.
- G. Grantee shall have the right to install planting, signage or other elements to delineate the boundaries of the Easement Area.
- H. Grantors reserve all other rights not conveyed herein, but will not exercise said rights in any manner that would be inconsistent or interfere with or materially affect rights herein granted. In addition, Grantors shall not do the following in the Easement Area:
  - 1) Use any herbicides, pesticides or fertilizers;
  - 2) Remove or disturb any vegetation, including harvesting of any trees or other forest resources; or
  - 3) Introduce non-native plant or animal species.
- I. This easement shall bind the heirs and assigns of Grantors and shall inure to the benefit of the successors-in-title of Grantee.
- J. Grantors represent and warrant that they have the authority to grant this easement, that the property comprising the Easement Area is free from all liens and encumbrances that would materially affect the easement grant, and that Grantors will defend the same to Grantee against the lawful claims and demands of all persons whomsoever.
- K. This easement is granted pursuant to the exercise of the eminent domain power and authority of Grantee, with the consideration paid by Grantee accepted as just compensation for the property or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of said property or property rights.
- L. Grantors represent that to the best of their knowledge, after appropriate inquiry under the circumstances, the property comprising the Easement Area is in compliance with all local, State and Federal environmental laws and regulations.

**Exhibit 1**

- M. Grantors represent that they have disclosed all knowledge of any release of hazardous substances onto or from the property comprising the Easement Area, and disclosed any known report, investigation, survey, or environmental assessment regarding the property comprising the Easement Area. "Release" and "hazardous substance" shall have the meaning as defined under Oregon law.
- N. Grantors warrant that there are no underground storage tanks, as defined under Oregon law, presently on or under the property comprising the Easement Area.
- O. Grantee, by accepting this easement, is not accepting liability for any preexisting release of hazardous substances onto or from the property comprising the Easement Area, and Grantors are not attempting to convey any such liability.
- P. Grantee may transfer this easement, or portions thereof, to a qualified governmental entity. All other transfers or assignments will require the express prior written consent of Grantors.
- Q. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act, Grantees shall hold harmless, indemnify and defend Grantor and its officers, employees and agents from and against all claims, demands, penalties, and causes of action of any kind or character (not including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law which arises out of, or results from, the acts or omissions of Grantees, its officers, employees, or agents within the easement area. Grantor shall hold harmless, indemnify and defend Grantees and its officers, employees, elected officials and agents from and against all claims, demands, penalties, and causes of action of any kind or character (not including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law which arises out of, or results from, the acts or omissions of the Grantor, its officers, employees, agents, or contractors within the easement area.

*The remainder of this page is intentionally left blank.*

Exhibit 1

IN WITNESS WHEREOF, the Grantors above named have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
SPEED R. LEWIS

\_\_\_\_\_  
SHERYL A. LEWIS

STATE OF OREGON

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2013 by Speed R. Lewis and Sheryl A. Lewis.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires \_\_\_\_\_

APPROVED AS TO FORM:  
~~APPROVED AS TO FORM:~~  
*James H. Van Dyke*  
\_\_\_\_\_  
City Attorney CITY ATTORNEY

APPROVED AS TO FORM:  
\_\_\_\_\_  
County Counsel

APPROVED:  
\_\_\_\_\_  
Bureau of Environmental Services  
Director or his designee

APPROVED:  
\_\_\_\_\_  
North Clackamas Parks and Recreation District  
Director or his designee

**Exhibit 1**

EXHIBIT A  
LUTHER ROAD HABITAT RESTORATION PROJECT  
R/W #6902-10 CHANNEL CHANGE AND VEGETATION  
MANAGEMENT EASEMENT  
LEWIS  
1S2E29AC Tax Lot 1100 (C230667)

A tract of land situated in the northeast one-quarter of Section 29, Township 1 South, Range 2 East, of the Willamette Meridian in the County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at the southwest corner of that certain tract of land conveyed to North Clackamas Parks and Recreation District by document number 2009-056372, parcel III; thence S 88° 35' 35" E, along the south line of said tract, a distance of 140.00 feet to the northwest corner of that tract of land conveyed to Orlando O. Voss, et ux by deed recorded October 11, 1951 in book 449, page 480, Clackamas County Deed Records; thence S 01° 31' 31" W, along the west line of said Voss tract, a distance of 53.18 feet to the grading limit line; thence S 80° 12' 59" W, along the grading limit line a distance of 16.01 feet to an angle point; thence S 89° 55' 02" W, along said line a distance of 69.49 feet to an angle point; thence N 77° 06' 22" W, along said line a distance of 55.93 feet to a point in the east line of the Hector Campbell Donation Land Claim; thence N 01° 31' 31" E, along said east line a distance of 46.95 feet to the Point of Beginning.

Containing an area of 7,711 square feet, more or less.

JOB # 06947  
November 7, 2011

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Thomas P. Beinbauer*

OREGON  
JULY 17, 1994  
THOMAS P. BEINHAUER  
2654

EXPIRES 12-31-2011

EXHIBIT B  
LUTHER ROAD HABITAT RESTORATION PROJECT  
R/W #6902-10 CHANNEL CHANGE AND VEGETATION  
MANAGEMENT EASEMENT  
LEWIS  
1S2E29AC TAX LOT 1100 (C230667)

Exhibit 1

NORTH CLACKAMAS  
PARK & RECREATION  
DISTRICT SITE

DOCUMENT NUMBER  
2009-056372  
PARCEL III

PDB SW CORNER  
S.88°35'35"E. 140.00'

JOHNSON

N.77°06'22"W.  
55.93'

S.89°55'02"W.  
69.49'

16.01' S.80°12'59"W.

S.01°31'31"W.

(1000)

(1100)

EASEMENT AREA- 7,711 SQ.FT.

SCALE: 1" = 50'

JOB #06947

REVISED: NOVEMBER 7, 2011