

EXHIBIT 1**Grantor's Name & Address:**

Tri-County Metropolitan
 Transportation District of Oregon
 Attn.: Real Property Department
 1800 SW 1ST Avenue, Suite 200
 Portland, OR 97201

SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that **Tri-County Metropolitan Transportation District of Oregon**, a mass transit district organized under the laws of the State of Oregon (Grantor), in consideration of the sum of One and no/100 Dollars (\$1.00), and other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon (Grantee), does hereby grant unto said City of Portland a perpetual easement for the purpose of laying down, constructing, reconstructing, operating, inspecting, monitoring and maintaining a sewer or sewers and appurtenances, through, under, over and along the following described parcels (Easement Area):

As described on Exhibits A, B, D, E, and F, and depicted on Exhibits C and G attached hereto and by this reference made a part hereof.

All together containing 10,098 square feet, more or less.

IT IS UNDERSTOOD and agreed that:

- A. With the exception of improvements constructed as part of the Portland-Milwaukie Light Rail Project or as necessary for the future repair, maintenance or operation of the Portland-Milwaukie Light Rail Project; a public walkway easement to be granted to the City of Portland Bureau of Transportation; and future transit-related improvements Grantor may construct for the Powell-Division Bus Rapid Transit Project or similar future transit alignment project, no utilities, buildings, facilities, easements, material storage, grade change or tree planting will be allowed within the Easement Area without the prior written consent of the Director of the Bureau of Environmental Services, which may not be unreasonably withheld. Grantor agrees to provide 30 days' prior written notice to Grantee before performing any construction in the Easement Area, and to perform any construction to Grantee's standard requirements. Landscaping which by its nature is shallow rooted and may be easily removed to permit access to the sewer lines and facilities authorized by this easement shall not require consent.

R/W #7346

BES #E10060

1S1E11AC TL 2201 & 2500

After Recording Return to:

Lance D. Lindahl, City of Portland

1120 SW 5th Avenue, Suite 800

Portland, OR 97204

Tax Statement shall be sent to: No Change

- B. This easement includes Grantee's right of access for construction, inspection, maintenance or other sewerage system activities. However, all surface access to the Easement Area must be coordinated with Grantor and may, at Grantor's discretion, require issuance of a track access permit. No access to sewer facilities that would require surface disruption of active rail facilities will be allowed without prior written consent of the TriMet Director of Real Property, which may not be unreasonably withheld, prior to the commencement of work.
- C. Grantee will reasonably endeavor to avoid impacts to existing structures and surfaces. Grantee will restore any damage or disturbance to Grantor's property or improvements caused by Grantee or Grantee's contractor to a condition that, in the reasonable judgment of Grantor, is as good as the condition that existed before the work began, except as to permanent changes made necessary by and authorized under this easement. The area of repair or replacement will be limited to the area of damage, and may have appearance variations due to age or weathering, and does not include any portion of the public right-of-way, as defined by Grantee.
- D. Grantor reserves 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.
- E. This easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee.
- F. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act, Grantee shall hold harmless, indemnify and defend Grantor and its officers, directors, 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 Grantee, its officers, employees, elected officials or agents within the Easement Area, except to the extent that such claims are related to or arise from the negligence or willful misconduct of the Grantor. Grantor shall hold harmless, indemnify and defend Grantee 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 Grantor, its officers, directors, employees, or agents within the Easement Area except to the extent that such claims are related to or arise from the negligence or willful misconduct of the Grantee.
- G. Grantor represents and warrants that it has the authority to grant this easement, and that to the best of its knowledge the Easement Area is free from all liens and encumbrances that would materially affect the easement grant, and that Grantor and its successors will defend the same to Grantee against all lawful claims and demands related to or arising from such liens or encumbrances.

- H. Grantor agrees that the consideration recited herein is 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.
- I. Grantor represents that to the best of its knowledge the Easement Area is in compliance with all local, State and Federal environmental laws and regulations.
- J. Grantor represents that to the best of its knowledge it has disclosed all knowledge of any release of hazardous substances onto or from the Easement Area, and disclosed any known reports, investigations, surveys or environmental assessments regarding the Easement Area. "Release" and "hazardous substance" shall have the meaning as defined under Oregon law.
- K. Grantee, by accepting this easement, is not accepting liability for any preexisting release of hazardous substances onto or from the Easement Area, unless caused by Grantee, and Grantor is not attempting to convey any such liability.
- L. The above-described and dedicated rights are consistent with Article II, Sections J and T, and Article III, Section C of that certain Intergovernmental Agreement authorized by City of Portland Ordinance No. 183924 regarding real property acquired for the Portland-Milwaukie Light Rail Project, a federally-funded mass transportation improvement project.

This section is intentionally left blank.

IN WITNESS WHEREOF, Tri-County Metropolitan Transportation District of Oregon has caused these presents to be signed by its Director of Real Property, this 3rd day of February, 2016.

Tri-County Metropolitan Transportation
District of Oregon

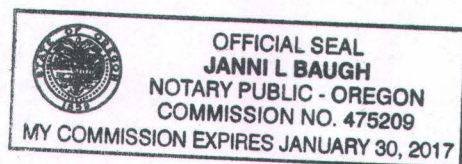
By: _____

LANCE ERZ, DIRECTOR OF REAL PROPERTY

STATE OF OREGON

County of Multnomah

This instrument was acknowledged before me on February 3, 2016, by Lance Erz as Director of the Real Property Department of Tri-County Metropolitan Transportation District of Oregon, a mass transit district organized under the laws of the State of Oregon.



Notary Public for Oregon
My Commission expires 1-30-2017

APPROVED AS TO FORM:

APPROVED AS TO FORM

City Attorney

CITY ATTORNEY

APPROVED:

Scott J. Gibson
Bureau of Environmental Services Director
or designee

EXHIBIT A

RWA #7346
S.E. 13TH PLACE & S.E. GIDEON ST.
1S1E11AC 2201
SEWER EASEMENT AREA #1

A portion of that certain tract of land conveyed to Tri-County Metropolitan Transportation District of Oregon (TriMet) by Document Number 2012-098533, recorded August 10, 2012, situated in the Southwest one-quarter of the Northeast one-quarter of Section 11, Township 1 South, Range 1 East of the Willamette Meridian, City of Portland, Multnomah County, Oregon and more particularly described as follows:

COMMENCING at the northeast corner of said tract and running South 14°43'22" West along the east line of said tract a distance of 57.98 feet to the POINT OF BEGINNING of the tract herein to be described;

Thence continuing South 14°43'22" West a distance of 30.20 feet to a point;

Thence North 81°49'59" West a distance of 12.86 feet to a point;

Thence North 49°47'05" West a distance of 56.54 feet to a point;

Thence South 81°49'59" East a distance of 64.23 feet to the POINT OF BEGINNING.

Containing 1,156 square feet

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Mark A. Hawkins

OREGON
JULY 25, 1991
MARK A. HAWKINS
2503

EXPIRES 06/30/15

Project 10060
October 7, 2013

EXHIBIT B

RWA #7346
S.E. 13TH PLACE & S.E. GIDEON ST.
1S1E11AC 2201
SEWER EASMENT AREA #2

A portion of that certain tract of land conveyed to Tri-County Metropolitan Transportation District of Oregon (TriMet) by Document Number 2012-098533, recorded August 10, 2012, situated in the Southwest one-quarter of the Northeast one-quarter of Section 11, Township 1 South, Range 1 East of the Willamette Meridian, City of Portland, Multnomah County, Oregon and more particularly described as follows:

COMMENCING at the southerly extension of the east line of said tract which point lies in the north line of S.E. Powell Blvd. and is marked by a brass screw set on SN 48714;

Thence North 14°43'22" East along said east line a distance of 98.06 feet to the southeast corner of Parcel 1, of the above mentioned tract and the POINT OF BEGINNING of the tract herein to be described;

Thence North 49°47'05" West along the southwesterly line of said Parcel 1, a distance of 14.15 feet to a point on the south line of an existing sewer easement;

Thence South 81°49'59" East along said south line a distance of 12.86 feet to the east line of the aforementioned Parcel 1;

Thence South 14°43'22" West along said east line a distance of 7.56 feet to the POINT OF BEGINNING.

Containing 48 square feet.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Mark A. Hawkins

OREGON
JULY 25, 1991
MARK A. HAWKINS
2503

EXPIRES 06/30/15

Project #10060
April 29, 2014

EXHIBIT C

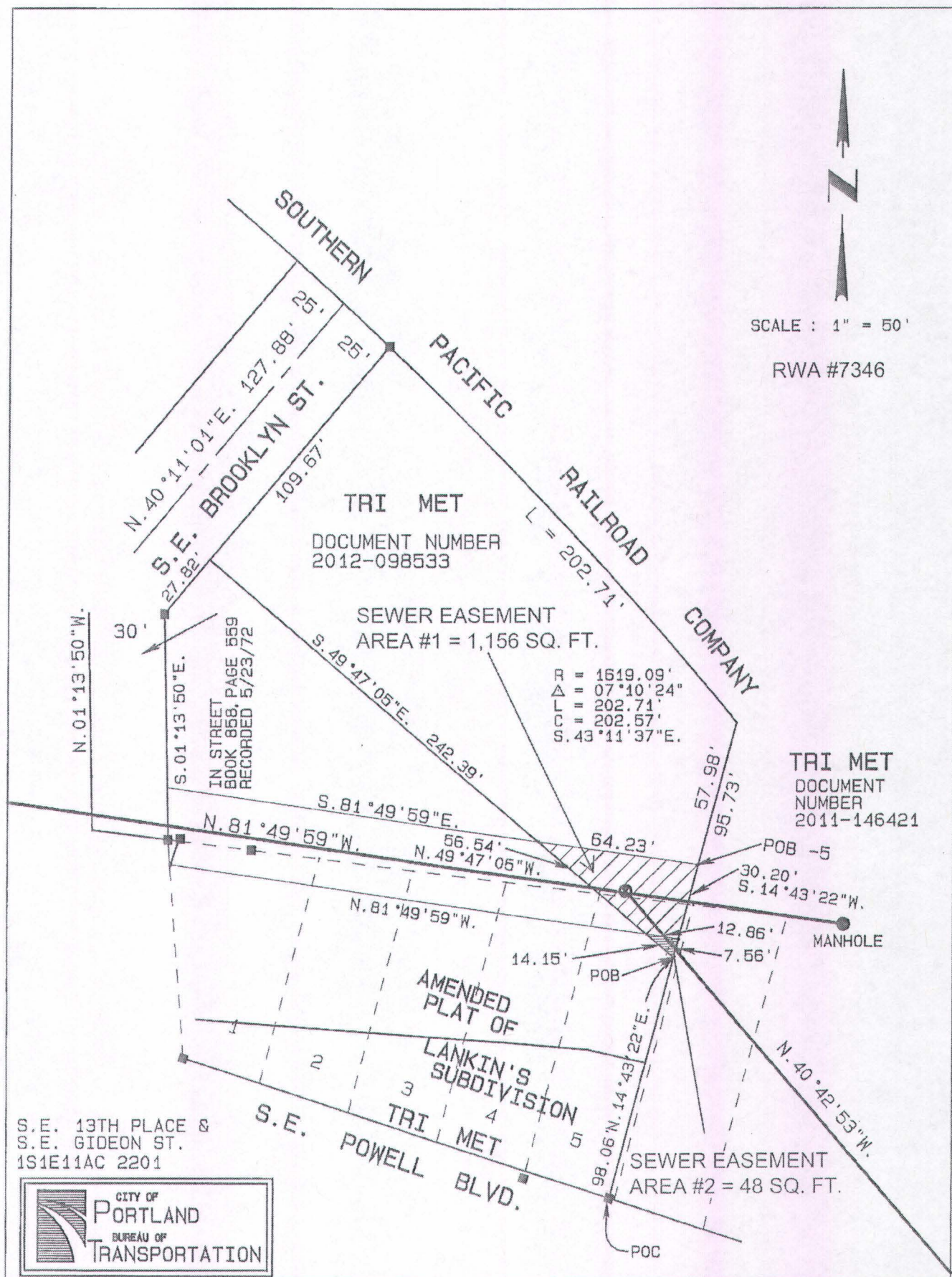


EXHIBIT D

RWA #7346
S.E. 13TH PLACE & S.E. GIDEON STREET
1S1E11AC 2500
SEWER EASEMENT AREA #3

A 30.00 foot wide sewer easement within that certain tract of land described in Document Number 1995-083990, situated in the NE Quarter of Section 11, Township 1 South, Range 1 East of the W.M.. City of Portland, Multnomah County, Oregon and more particularly described as follows;

Commencing at the northwest corner of the above described tract, and running South $14^{\circ}43'22''$ West, along the west line of said tract, a distance of 57.98 feet to the point of beginning of the tract herein to be described;

Thence, continuing South $14^{\circ}43'22''$ West, along said west line, a distance of 30.20 feet to a point;

Thence, leaving said west line and running South $81^{\circ}49'59''$ East, a distance of 64.28 feet, to an angle point;

Thence, South $85^{\circ}02'52''$ East, a distance of 37.32 feet, to a point in the west line of the Southern Pacific Railroad Company right of way;

Thence, along said westerly right of way on the arc of a 1,622.09 foot radius curve to the left, through a central angle of $01^{\circ}24'02''$, an arc distance of 39.65 feet (the chord bears North $35^{\circ}52'50''$ West 39.65 feet);

Thence, leaving said right of way and running North $85^{\circ}02'52''$ West, a distance of 10.55 feet, to an angle point;

Thence, North $81^{\circ}49'59''$ West, a distance of 59.99 feet, to the point of beginning.

Containing 2,582 square feet.

Project #10060
January 24, 2012

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Mark A. Hawkins

OREGON
JULY 25, 1991
MARK A. HAWKINS
2503

EXPIRES 06/30/13

EXHIBIT E

RWA #7346
 S.E. 13TH PLACE & S.E. GIDEON STREET
 1S1E11AC 2500
 SEWER EASEMENT AREA #4

A 30.00 foot wide sewer easement within that certain tract of land described in Document Number 1995-083990, situated in the NE Quarter of Section 11, Township 1 South, Range 1 East of the W.M., City of Portland, Multnomah County, Oregon and more particularly described as follows:

Commencing at a point on the east line of Lot 8 of the Amended Plat of Lankin's Subdivision, said point being on the north line of S.E. Powell Blvd. and being marked by a 5/8 inch iron rod with yellow plastic cap inscribed "LS 1349", set on SN 48714;

Thence, South $85^{\circ}05'18''$ East, a distance of 30.76 feet, to an angle point in the north line of said S.E. Powell Blvd., said point being marked by a 5/8 inch iron rod with yellow plastic cap inscribed "LS 1349", set on SN 48714;

Thence, South $68^{\circ}36'22''$ East, along the north line of S.E. Powell Blvd., a distance of 27.90 feet to the POINT OF BEGINNING;

Thence, leaving the north line of S.E. Powell Blvd. and running North $63^{\circ}36'32''$ East, a distance of 43.60 feet to a point in the west line of the Southern Pacific Railroad Company right of way;

Thence, southerly along said right of way on the arc of a 2,277.01 foot radius curve to the right, through a central angle of $00^{\circ}31'01''$, an arc distance of 20.54 feet (the chord bears South $30^{\circ}11'44''$ East 20.54 feet) to a point of compound curvature;

Thence, along said west line on the arc of a 2849.93 foot radius curve to the right, through a central angle of $00^{\circ}11'29''$, an arc distance of 9.52 feet (the chord bears South $29^{\circ}50'30''$ East 9.52 feet);

Thence, leaving said west line and running South $63^{\circ}36'32''$ West, a distance of 18.32 feet, to a point in the north line of S.E. Powell Blvd.;

Thence, North $68^{\circ}36'22''$ West, along said north line a distance of 40.51 feet to the POINT OF BEGINNING.

Containing 930 square feet.

Project #10060
 February 8, 2012

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Mark A. Hawkins

OREGON
 JULY 25, 1991
 MARK A. HAWKINS
 2503

EXPIRES 06/30/13

EXHIBIT F

RWA #7346
 S.E. 13TH PLACE & S.E. GIDEON ST.
 1S1E11AC 2500
 SEWER EASEMENT AREA #5

A portion of that certain tract of land conveyed to Tri-County Metropolitan Transportation District of Oregon (TriMet) by Document Number 2011-146421, recorded December 29, 2011, situated in the Southwest one-quarter of the Northeast one-quarter of Section 11, Township 1 South, Range 1 East of the Willamette Meridian, City of Portland, Multnomah County, Oregon and more particularly described as follows:

COMMENCING at a point on the east line of Lot 8 of the Amended Plat of Lankin's Subdivision, said point being on the north line of S.E. Powell Blvd. and being marked by a 5/8 inch iron rod with yellow plastic cap inscribed "LS 1349", set on SN 48714;

Thence South 85°05'18" East along said north line a distance of 13.32 feet to the POINT OF BEGINNING of the tract herein to be described;

Thence leaving the north line of S.E. Powell Blvd. and running North 40°42'53" West a distance of 153.67 feet to a point in the west line of the aforementioned tract;

Thence North 14°43'22" East along said west line a distance of 22.71 feet to a point in the north line of an existing sewer easement;

Thence South 81°49'59" East along said north line a distance of 17.18 feet to a point;

Thence South 40°42'53" East a distance of 191.94 feet to a point on the north line of an existing sewer easement;

Thence South 63°36'32" West along said north line a distance of 4.91 feet to a point in the north line of S.E. Powell Blvd.;

Thence North 68°36'22" West along said north line a distance of 27.90 feet to an angle point;

Thence North 85°05'18" West along said north line a distance of 17.44 feet To the POINT OF BEGINNING.

Containing 5,382 square feet.

Project #10060
 April 29, 2014

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Mark A. Hawkins

OREGON
 JULY 25, 1991
 MARK A. HAWKINS
 2503

EXPIRES 06/30/15

