

**Exhibit 1****Grantor:**

Tualatin Hills Park and Recreation District  
 15707 SW Walker Road  
 Beaverton, Oregon 97006

**Grantee:**

City of Portland, Bureau of Environmental Services  
 1120 SW 5<sup>th</sup> Avenue, Suite 1000  
 Portland, OR 97204

**TEMPORARY ACCESS EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS that **Tualatin Hills Park and Recreation District** ("Grantor"), an Oregon park and recreation district existing and organized pursuant to ORS Chapter 266, in consideration of Two Thousand Six Hundred and no/100 Dollars (\$2,600.00) and other good and valuable consideration including the commitments specified in the attached Exhibit C Obligations Agreement, hereby grants the City of Portland ("Grantee"), a municipal corporation of the State of Oregon, a temporary easement for the purpose of ingress and egress in support of construction activities associated with the FAB A Pressure Line System Upgrade Project through, under, over, and along a parcel ("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 8,002 square feet.

IT IS UNDERSTOOD and agreed that:

- A. This easement is temporary commencing October 21, 2016 and terminating April 15, 2017 with the use of the rights herein granted limited to a total of fifty (50) calendar days during that 6-month period. No work may be performed from November 26 through December 4, 2016. Grantor shall retain the ability to make non-conflicting use of the Easement Area when the Area is not being used for ingress and egress in support of Grantee's construction activities.
- B. In the event of project delays, this easement may be extended upon Grantee's written request to Grantor, which consent will not be unreasonably withheld.

R/W # 7912-2

BES # E10599

SID # 1S1W24DB 1800

After Recording Return to:

John Deyo, City of Portland

1120 SW 5<sup>th</sup> Avenue, 8<sup>th</sup> Floor

Portland, Oregon 97204

Tax Statement shall be sent to: No Change

- C. Grantee will provide Grantor at least ten (10) days' written notice prior to commencing any work under this easement.
- D. Grantee will minimize construction impacts and maintain access to Grantor's property during using this easement to the extent reasonably practicable.
- E. Grantee will restore the Easement Area to a condition as good as or better than the condition the Easement Area was in prior to Grantee's use thereof.
- F. Grantor reserves all its other rights not conveyed herein but will not exercise said rights in a manner or manners inconsistent with or materially affecting the rights granted Grantee herein.
- G. Grantor represents and warrants:
- it has the authority to grant this easement;
  - the property comprising the Easement Area is free from all liens and encumbrances materially affecting the easement grant; and
  - it will defend the easement grant as to Grantee against the lawful claims and demands of all persons whomsoever.
- H. Grantor represents to the best of its knowledge the property comprising the Easement Area is in compliance with all local, State and Federal environmental laws and regulations.
- I. Grantee, by accepting this easement, does not accept liability for any preexisting release of hazardous substances onto or from the Easement Area and Grantor is not attempting to convey any such liability.
- J. 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, employees, agents, elected officials and insurers from and against all claims, demands, penalties, and causes of action (collectively, "Claims") of any kind or character (including attorney's fees) in favor of any person on account of personal injury, death, damage to property or violation of law to the extent the Claims arise out of or result from acts or omissions of Grantee or Grantee's officers, employees, agents or elected officials within the Easement Area. Grantor shall hold harmless, indemnify and defend Grantee, its officers, employees, agents and elected officials from and against Claims of any kind or character (including attorney's fees) in favor of any person on account of personal injury, death, damage to property or violation of law to the extent the Claims arise out of or result from acts or omissions of Grantor, its officers, employees, agents or elected officials within the Easement Area.

*The remainder of this page is intentionally blank.*

IN WITNESS WHEREOF, Tualatin Hills Park and Recreation District, pursuant to an authorization of its Board of Directors, duly and legally adopted, has caused these presents to be signed by Doug Menke as General Manager this \_ day of \_\_, 2016.

TUALATIN HILLS PARK AND RECREATION DISTRICT,  
AN OREGON PARK AND RECREATION DISTRICT

By: \_\_\_\_\_  
Doug Menke, General Manager

STATE OF OREGON  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_,  
by Doug Menke as General Manager of Tualatin Hills Park and Recreation District, an Oregon Park and Recreation District.

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

APPROVED AND ACCEPTED (ORS 93.808):

\_\_\_\_\_  
Bureau of Environmental Services Director or designee

R/W # 7912-2  
S.W. OLESON ROAD – FABIA PRESSURE LINE SYSTEM UPGRADE  
1S 1W 24DB 1800  
TEMPORARY ACCESS EASEMENT

**EXHIBIT A**

A Tract of Land being a portion of that Tract of land conveyed to Tualatin Hills Park & Recreation District by deed recorded in Document No. 2008-055597, Washington County Deed Records, situated in the Southeast One-Quarter Of Section 24, Township 1 South, Range 1 West of the Willamette Meridian, City of Beaverton, County of Washington, State of Oregon, being 16.00 feet in width, lying 8.00 feet on each side of the following described centerline, being More Particularly Described As Follows:

Commencing at the Centerline – Centerline intersection of S.W. Oleson Road and S.W. Garden Home Road;

Thence, along the Centerline of S.W. Oleson Road, North  $42^{\circ}56'10''$  East, a distance of 409.99 feet;

Thence, perpendicular to said centerline, North  $47^{\circ}03'50''$  West, a distance of 49.00 feet, to the Northwestern Right-of-Way line of said S.W. Oleson Road, 49.00 from centerline, also being the POINT OF BEGINNING;

Thence continuing, North  $47^{\circ}03'50''$  West, a distance of 3.36 feet;

Thence, North  $11^{\circ}15'50''$  East, a distance of 48.10 feet;

Thence, North  $43^{\circ}02'01''$  East, a distance of 110.54 feet;

Thence, northerly, a distance of 23.52 feet along the arc of a circular curve to the left having a radius of 16.00 feet through a central angle of  $84^{\circ}13'20''$ , (long chord bears, North  $00^{\circ}55'21''$  East, a distance of 21.46 feet), to a point of tangency;

Thence, North  $41^{\circ}11'19''$  West, a distance of 36.30 feet;

Thence, westerly, a distance of 86.52 feet along the arc of a circular curve to the left having a radius of 80.00 feet through a central angle of  $61^{\circ}58'04''$ , (long chord bears, North  $72^{\circ}10'21''$  West, a distance of 82.37 feet), to a point of non-tangency;

Thence, North  $12^{\circ}46'07''$  West, a distance of 58.19 feet;

Thence, northerly, a distance of 97.05 feet along the arc of a circular curve to the right having a radius of 100.00 feet through a central angle of  $55^{\circ}36'15''$ , (long chord bears, North  $15^{\circ}02'01''$  East, a distance of 93.28 feet), to a point of tangency;

Thence, North  $42^{\circ}59'27''$  East, a distance of 36.47 feet to a point on the Southwesterly line of that sewer easement recorded in Document No. 2010-046179, also being the POINT OF TERMINUS of this description.

The side lines of said easement are to extend or foreshorten, so as to terminate upon the property line of said tract and said easement.

Contains 8,002 Square Feet.

Project 10599

November 2, 2015

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Thomas P. Beinbauer*

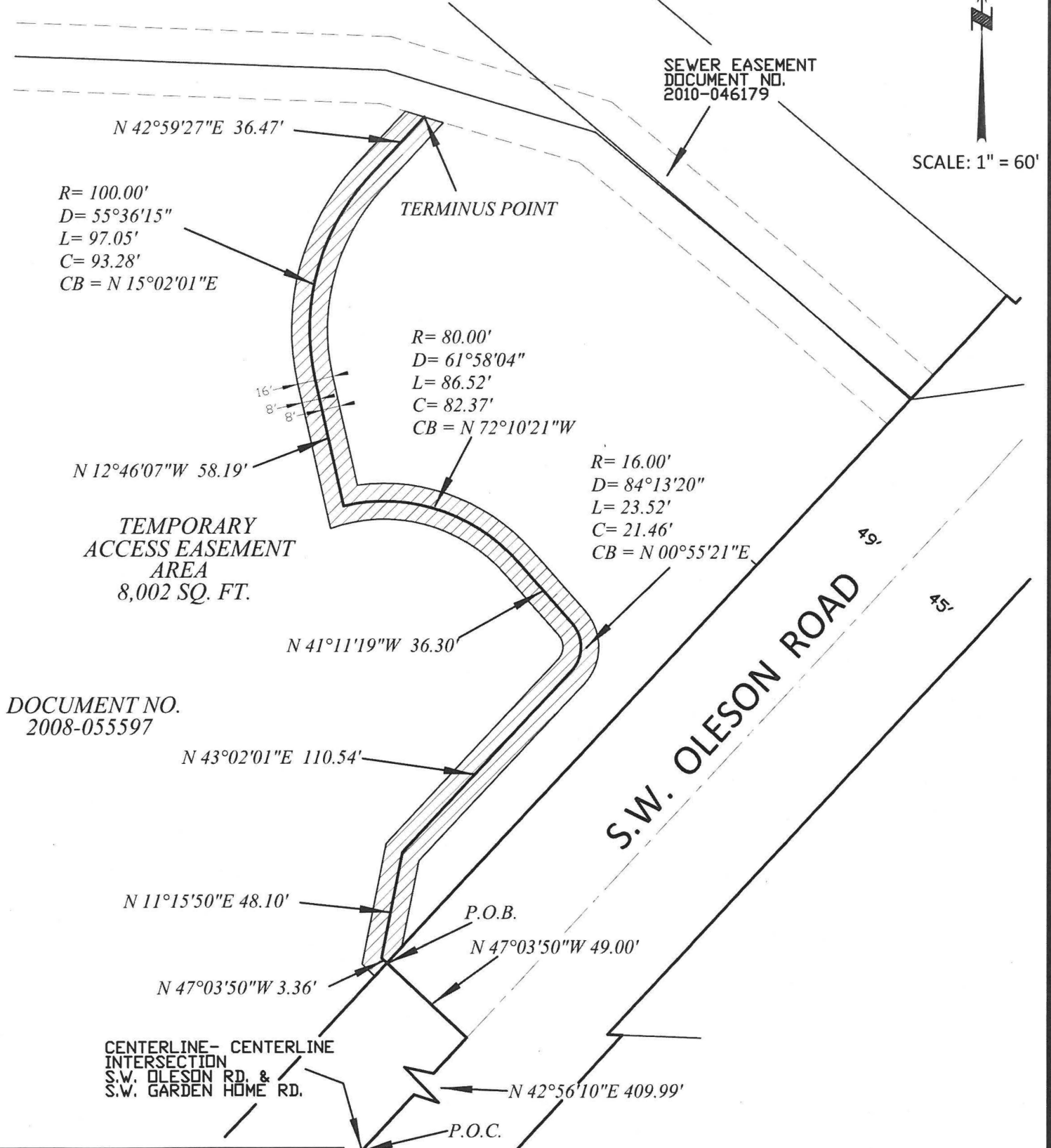
OREGON  
JULY 17, 1994  
THOMAS P. BEINHAUER  
2654

EXPIRES 12-31-2015

# EXHIBIT B

188199

S.W. OLESON ROAD  
1S 1 24DB T.L. 1800



CITY OF  
**PORTLAND**  
BUREAU OF  
**TRANSPORTATION**

SURVEY DEPARTMENT,  
1120 SW 5TH AVE., SUITE 800  
PORTLAND, OREGON 97204  
PHONE 503-823-7150

JOB #10599  
NOVEMBER 2, 2015

## Exhibit C

CITY OF PORTLAND, OREGON  
OBLIGATIONS AGREEMENT

File No.: 7912-2, Garden Home  
Recreation Center Site  
Grantor: Tualatin Hills Park and Recreation  
District

As part of the Fanno Basin (FABA) Pressure Line System Upgrade Project No. E10599 ("Project"), Tualatin Hills Park and Recreation District ("THPRD") and the City of Portland ("the City") agree to the following obligations:

1. The City will require the City's contractors and agents (collectively, "the City's Contractor") to install and maintain chain link fencing a minimum of five feet in height around the limits of the construction area for the duration of construction in the Easement Area, as that term is defined in the temporary access easement to which this exhibit is attached.
2. The City will require the City's Contractor to provide adequate traffic spotters to separate construction traffic from Garden Home Recreation Center ("the Center") traffic at the Center's entrance/exit driveway at times said driveway is being used by the City's Contractor for construction equipment or material deliveries.
3. The City's Contractor will coordinate with THPRD to establish a buffer area ("Safety Zone") along the alignment of the Easement Area, as outlined in red on the attached aerial photo marked Exhibit 1. The City's Contractor will coordinate with THPRD throughout the duration of the Project to establish and maintain the Safety Zone during times that the Contractor is using the Easement area. Establishment of the Safety Zone will include the temporary prohibition of parking within the Safety Zone which will be indicated by the placement of traffic cones, flagging and signage as necessary.
4. The City will require the City's Contractor to provide THPRD 10-days' written notice prior to the start of construction activities within the Easement Area and Safety Zone. For all subsequent work periods, the Contractor will provide THPRD 5 days' notice prior to the start of work during these periods.
5. The City will require the City's Contractor to provide an 8-foot-wide trail detour when the Contractor is working on the Center property. The City's Contractor will coordinate with THPRD staff to determine an appropriate location for the trail detour. Any existing sod along the alignment of the trail detour will be removed, and a geotextile fabric will be installed with a 2-inch overlay of 3/4-inch gravel and a 1-inch overlay of compacted 1/4-inch gravel/fines. The City's Contractor will remove the geotextile fabric and gravel at the end of construction and install sod to restore.
6. If construction of the trail and any other work identified under the terms of this Obligations Agreement is outside of the Easement Area, THPRD hereby grants the City and its employees and contractors permission to enter upon THPRD's remaining property for the purpose of performing any of said work after a written work plan is provided by the City and approved by THPRD.
7. It is understood and agreed that the City's performance of this agreement is a portion of the consideration for the property rights acquired from THPRD as evidenced by the signed Temporary Access Easement between THPRD and the City. It is further understood that the City's performance of its obligations under this

agreement shall be at no cost to THPRD. This agreement shall not be effective or binding until THPRD receives notice from the City accepting the easement.

8. The City will provide \$12,000 in community benefit funds to be used to enhance either the Center's grounds or the Fanno Creek Trail or both.

City of Portland      Tualatin Hills Park and Recreation District, Bureau of Environmental Services      an  
Oregon Park and Recreation District

By: \_\_\_\_\_  
Scott T. Gibson, Principal Engineer

By: \_\_\_\_\_  
(Name, Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit 1

